


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

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

May 8, 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 19 Horizon Middle School students who were finalists at the Regional History Day competition held at MSUM on March 20. The National History Day theme for 2006 is "Taking a Stand in History: People, Ideas, Events." The following sixth- and seventh-grade students represented the Northwest Minnesota Region at the State History Day competition at the University of Minnesota on April 30:

Individual Exhibit:
Austin Hauf
Evangeline Holley
Brittany Kortuem
Seiko Shastri

Group Exhibit:
Matt Fernholz, Matt Walton and Matt Watnemo

Group Documentary:
Amanda Casselton, Taylor Engelking and Carissa Johnson

Group Performance:
Darian Hansen and Jenny Noble
Matt Jenson, Annie Barnum and Justin Hiltwein
Lillian Hannahs, Nancy Cook, Dellaray Hager and Kayla Bertrand

At the state competition, the group documentary by Amanda Casselton, Taylor Engelking and Carissa Johnson received an honorable mention and won the James J. Hill Reference Library topical award. The group performance by Lillian Hannahs, Nancy Cook, Dellaray Hager and Kayla Bertrand won the Dutch History topical award.

Teachers of these students are Lynn Johnson, Kate Evenson, Marsha Johansen and Carla Smith. Lois Brown is the gifted and talented coordinator at Horizon Middle School.

*** **We Are Proud** of Horizon Middle School students who had outstanding achievement in the 2006 Midwest Academic Talent Search. A recognition ceremony was held April 25 to recognize the accomplishments of the 38 students from Horizon Middle School who participated in this year's Midwest Talent Search conducted by the Center for Talent Development at Northwestern University. Special recognition was given to students with outstanding achievement. Top scoring students on the ACT were Lukas Gemar, Adam Brewer and Elise Wright. Top scoring students on the SAT were eighth graders Leewana Thomas, Dakota Potter and Clay Schwartzwalter and seventh graders Libby Sternhagen, Henry Dobbs, Austin Hauf, and Seiko Shastri. The Midwest Talent Search is coordinated

at Horizon Middle School by Lois Brown.

*** **We Are Proud** of the Moorhead High School Freshman Orchestra and the Horizon Middle School 8th Grade Orchestra for taking top honors at the MNSOTA Tier I Festival in March. Both orchestras received Superior with distinction ratings, the highest rating possible.

The results qualified the Freshman Orchestra and 8th Grade Orchestra to perform at the Tier 2 Festival, held March 27 at Orchestra Hall in Minneapolis. The Tier 2 Festival featured only the top Middle Level Orchestras in Minnesota. The Freshman Orchestra is directed by Jon Larson, and the 8th Grade Orchestra is directed by Brian Cole and Doug Neill.

*** **We Are Proud** of the Moorhead High School Chamber Orchestra and Symphony Orchestra for earning top honors at the Region 8AA Large Group Music Contest on March 28. Each orchestra was awarded three star superior ratings, the highest ranking of any of the orchestras competing in the contest. The Chamber Orchestra performed Grieg's "Holberg Suite," and the Symphony Orchestra performed the final movement of Dvorak's "New World Symphony" and Holst's "Jupiter." The Moorhead High School Orchestras are under the direction of Jon Larson.

*** **We Are Proud** of Jim Kapitan, Moorhead High School girls basketball head coach, for being invited to coach in the 2006 Girls Basketball All-Star Series on April 21-23 at the University of St. Thomas and St. Cloud State University. The All-Star Series is sponsored by the Minnesota Coaches Association.

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

2. **CONSENT AGENDA**

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

on consent agenda items are to be made directly to the district administration prior to the time of the meeting.

A. TEACHING/LEARNING MATTERS - Kovash
   (1) Acceptance of Gift - Page 7
   (2) Acceptance of Funding - Pages 8-11

B. BUSINESS SERVICE MATTERS - Weston

C. HUMAN RESOURCE MATTERS - Nielsen
   (1) Acceptance of Resignations - Page 12
   (2) Approval of Change in Contract - Page 13
   (5) Approval of New Employees - Page 14

D. SUPERINTENDENT MATTERS - Nybladh
   (1) Approval of April 10 and 24, 2006 Regular Meeting Minutes - Pages 15-26
   (2) Approval of May 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.)

Summer School Programming - Kovash
Pages 27-33

4. **FIRST READING OF POLICY**: Nielsen
Pages 34-37

The Board will conduct a first reading of the policy, Wellness (536).

5. **BASIC SKILLS TEST RESULTS - WRITING**: Kovash
   Pages 38-42

6. **COMMITTEE REPORTS**

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

8. **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 _____

9. **OPEN PUBLIC MEETING**: Erickson

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

   Moved by _____ Seconded by _____
   Comments _____

10. **ADJOURNMENT**

## CALENDAR OF EVENTS

| Event | Date | Time | Place |
|---|---|---|---|
| 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 |
| MHS Honors Banquet | May 21 | 6 pm | Concordia Centrum |
| Schl Bd Retirement Reception | May 22 | 5:30 pm | Probstfield |
| School Board | May 22 | 7 pm | Probstfield |
| All-City Orchestra Concert | May 22 | 7:30 pm | Moorhead High |
| Activities Council | May 23 | 7 am | Moorhead High |
| Wind Ensemble Concert | May 23 | 8 pm | Moorhead High |
| Multi-Cultural Family Night | May 25 | 5:30-7:30 pm | RRALC |
| 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 | | |
| S.G. Reinertsen PTAC | June 5 | 7 pm | S.G. Reinertsen |
| Last Day of School for Staff | June 6 | | |

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.135*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: Wells Fargo Bank Donation

DATE: May 2, 2006

Moorhead School District has received a donation from Wells Fargo Bank in the amount of $2,000.00. The *Team up for Our Schools* program donates up to $40 for each checking account and related services which were opened during the summer months. The donation received will be used for K-12 math manipulatives.

**SUGGESTED RESOLUTION:** Move to accept the $2,000.00 donation from Wells Fargo Bank and direct administration to send a thank you letter to:

Wells Fargo Bank
Attn: Jeffrey M. Thomas, President
406 Main Ave.
Fargo, ND 58126

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.134*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: Carl Perkins Funding for Instructional Materials

DATE: May 2, 2006

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

> *Introduction to Journalism* Teacher Edition and Classroom set from Teaching Point valued at $425.00. This award is partial funding for the purchase of the complete set. These materials are to be used only by the Work Experience Disadvantaged Program at Red River Area Learning Center.

**SUGGESTED RESOLUTION:** Move to accept the partial funding for the *Introduction to Journalism* Teacher Edition and Classroom set from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia not to exceed $425.00.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.131*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: Carl Perkins Funding for Instructional Materials

DATE: May 2, 2006

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

Sharp Microwave Convection Oven, DVD Nutrition Basics, DVD Breakfast Eggstravaganza, DVD Spoiled Rotten, Fast Food Survival Guide, Poster Fat, The Low Carb Craze, Mn Careers 2007 (2 boxes of 25)

The total amount of the award is $801.73. The Horizon Middle School Family and Consumer Science Program (FACS) became eligible for Tech Prep funding due to the documented collaboration with the secondary FACS program on program measures and standards.

The materials are to be used only by the FACS program at Horizon Middle School.

**SUGGESTED RESOLUTION:** Move to accept the Sharp Microwave Convection Oven, 3 DVD's, Survival Guide and Poster from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia valued at $801.73.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.132*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: Carl Perkins Funding for Professional Development

DATE: May 2, 2006

Moorhead Area Public Schools has been awarded by Lakes Country Carl D. Perkins Consortium funding for professional development travel:

> Mary Flesberg and Denita Clapp to attend the Minnesota Business Educators Inc. Spring Mini-Conference in Eagan, MN on April 21-22, 2006. Registration, lodging, meal, mileage and substitute reimbursement expenses not to exceed $734.00.

**SUGGESTED RESOLUTION:** Move to accept the funding for the professional development travel to the Minnesota Business Educators Inc. Spring Mini-Conference in Eagan, MN from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia not to exceed $734.00.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.133*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: Carl Perkins Funding for Professional Development

DATE: May 2, 2006

Moorhead Area Public Schools has been awarded by Lakes Country Carl D. Perkins Consortium funding for professional development travel:

Lauren Rood to attend the AYES 2006 Instructor Training Conference, in Dearborn, MI on July 17-21, 2006. Lodging and registration not to exceed $865.00.

**SUGGESTED RESOLUTION:** Move to accept the funding for the professional development travel to the AYES 2006 Instructor Training Conference in Dearborn, MI from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia not to exceed $865.00.

LAK/kmr

**HUMAN RESOURCE** **MEMO #: HR .06.121**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Resignation

DATE: May 2, 2006

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

| | |
|---|---|
| James Halpin | Custodian, High School, effective April 28, 2006. |
| Carrie Lawrence | Teacher, Ellen Hopkins Elementary & Robert Asp Elementary, effective at the end of the 2005-2006 school year. |

**SUGGESTED RESOLUTION:** Move to approve the resignation of James Halpin and Carrie Lawrence as presented.

RN/smw

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**HUMAN RESOURCE** **MEMO #: HR .06.123**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Change of Contract

DATE: May 2, 2006

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

| | |
|---|---|
| Shari Nelson | Food & Nutrition Server, Robert Asp Elementary, 2.75 hours per day, $7.98 per hour to Lunchroom Supervisor, Robert Asp Elementary, 2.5 hours per day $7.98 per hour, effective May 3, 2006 |
| Brenda Krueger | Title 1 Teacher, Ellen Hopkins Elementary, full time to Title 1 Teacher, Ellen Hopkins Elementary, part time for the 2006-2007 school year. |
| Tracey Boehm | Spanish Immersion Teacher, Ellen Hopkins Elementary, full time to Title 1 Teacher, Ellen Hopkins Elementary, part time for the 2006-2007 school year. |

**SUGGESTED RESOLUTION:** Move to approve the change in contract for Shari Nelson, Brenda Krueger and Tracey Boehm as presented.

RN/smw

| HUMAN RESOURCE | MEMO #: HR .06.122 |
|---|---|

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: New Employees

DATE: May 2, 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.

| | |
|---|---|
| Natheer Ramo | Bus Driver, Transportation, $11.22 per hour, 10 hours per week, effective April 21, 2006. (Replaces .50 of Eileen Johnson) |
| Susan Mork | Paraprofessional, Partners in Learning, $12.22 per hour, 20 hours per week, effective April 24, 2006. (Replaces Moraima Flores) |
| Abram Perez | Custodian, High School, A12 (3) $11.97 per hour, 8 hours per day, effective May 4, 2006. (Replaces Mark Evenson) |
| Erika Cantu | Paraprofessional, Ellen Hopkins Elementary, B21 (0-2) $12.22 per hour, 6.5 hours per day, effective April 7, 2006. (Replaces Tracey Branden) |

**SUGGESTED RESOLUTION:** Move to approve the employment of Natheer Ramo, Susan Mork, Abram Perez and Erika Cantu as presented.

RN/smw

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

**MEMBERS ABSENT**: Kristine Thompson.

**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 revised.

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

**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.

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.

**MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS**: Moorhead High School student Emily Kjonaas, 1008 13th Street North, urged Board members not to terminate probationary teacher, Fiona Brendemuhl. Kjonass also gave Chair Erickson student letters of support.

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

Funding - Accept funding of $7,292.71 from Lakes Country Carl D. Perkins Consortium for instructional materials to be used by the Administrative Support Occupations Program at Moorhead High School. The instructional materials include a 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, Sennheiser handheld wireless, Pelican case, Canon Elura 85 digital camcorder, and Canon XI DV kit 20x lens.

Accept instructional material of an Olympus VN-240 Digital Voice Recorder from the Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia. The recorder will enable Moorhead High School students with disabilities to participate in Start Smart College Orientation this spring.

Grants - Accept the $5,230.33 Workforce Incentive Act grant from the Minnesota Department of Education for Adult Basic Education. The funds will be used to provide Pre-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.

The Minnesota Department of Education has approved Moorhead School District's application to participate in the advanced data analysis through the Surveys of Enacted Curriculum. The costs for this advanced facilitation are covered by grant funds from the National Governor's Association. 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.

Agreement - Approve the Student Teacher Agreement with Northern State University (Aberdeen, South Dakota) and Moorhead Schools to serve as a field experience center during the Spring 2006 term, second session beginning March 6, 2006 and ending May 11, 2006.

Resignations

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 Technology Teacher, High School, effective at the end of the 2005-06 school year.

Jon Martin - Physical Education Teacher, High School, effective at the end of the 2005-06 school year.

Family/Medical Leave

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.

Other Leave

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

Change in Contract

LaRayne Schanz - Food & Nutrition Server, S.G. Reinertsen Elementary, 2.75 hours per day, $7.98 per hour to Lunchroom Supervisor, S. G. Reinertsen Elementary, 2.33 hours per day, $7.98 per hour, effective April 3, 2006.

Moraima Flores - Paraprofessional, Partners in Learning, Probstfield Center for Education, 20 hours per week, B21 (6) $12.96 per hour, to Paraprofessional, Ellen Hopkins Elementary, 6.5 hours per day, B21 (6) $12.96 per hour, effective April 3, 2006.

New Employee

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)

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

Claims - Approve the March Claims, subject to audit, in the amount of $990,308.08.

| | |
|---|---|
| General: | $858,901.67 |
| Food: | $95,748.74 |
| Community Service: | $17,557.67 |
| Debt Service: | $18,100.00 |

| | |
|---|---|
| TOTAL | $990,308.08 |

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.)

Educational Enhancements - Lynn Kovash provided an overview of the enhancements that have been developed and implemented over the last few years.

**EARLY INTERVENTION SERVICES STAFFING**: Ladwig moved, seconded by Dulski, to approve the 1 FTE early childhood special education teacher in the Early Intervention Services Program as presented. Motion carried 6-0.

**APPROVAL OF RESOLUTION RELATING TO TERMINATION AND NON-RENEWAL OF THE TEACHING CONTRACT OF PROBATIONARY TEACHERS**: Siggerud moved, seconded by Fagerlie, to approve the following resolution:

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

| Name | Position | FTE |
|---|---|---|
| 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.

Motion carried 6-0.

**APPROVAL OF POLICY**: Ladwig moved, seconded by Tomhave, to approve the policy, Out-of-State Travel by School Board Members (216), as presented. Motion carried 6-0.

**APPROVAL OF POLICY**: Tomhave moved, seconded by Dulski, to approve the policy, Comparable Worth Review Process (403), as presented. Motion carried 6-0.

**APPROVAL OF POLICY**: Dulski moved, seconded by Siggerud, to approve the policy, Chemical Use and Abuse (420), as presented. Motion carried 6-0.

**APPROVAL OF POLICY**: Fagerlie moved, seconded by Siggerud, to approve the policy, Student Parental, Family and Marital Status Nondiscrimination (503), as presented. Motion carried 6-0.

**APPROVAL OF POLICY**: Tomhave moved, seconded by Ladwig, to approve the policy, Protection and Privacy of Student Records (504), as presented. Motion carried 6-0.

**APPROVAL OF POLICY**: Dulski moved, seconded by Siggerud, to approve the policy, Enrollment of Nonresident Students (511), as presented. Motion carried 6-0.

**APPROVAL OF POLICY**: Moved by Fagerlie, seconded by Ladwig, to approve the policy, Corporal Punishment (552), as presented. Motion carried 6-0.

**APPROVAL OF POLICY**: Tomhave moved, seconded by Dulski, to approve the policy, Extended School Year for Students with Individual Education Plans (604), as presented. Motion carried.

**APPROVAL OF POLICY**: Siggerud moved, seconded by Fagerlie, to approve the policy, Home Schooled Students (608), as presented. Motion carried 6-0.

**APPROVAL OF POLICY**: Ladwig moved, seconded by Tomhave, to approve the policy, Moorhead Area Public Schools Graduation Policy (640), as presented. Motion carried 6-0.

**APPROVAL OF POLICY**: Dulski moved, seconded by Tomhave, to approve the policy, Rental of District Musical Instruments (831), as presented. Motion carried 6-0.

**APPROVAL OF POLICY**: Siggerud moved, seconded by Dulski, to approve the policy, Rewards (907), as presented. Motion carried 6-0.

**COMMITTEE REPORTS**: Brief reports were heard related to the Robert Asp PTAC, Clay County Joint Powers and S.G. Reinertsen PTAC meetings.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**: Tomhave reminded Board members of the April 18th Community Education Recognition event scheduled for 5 p.m. Fagerlie noted the Indian Education Parent Committee is scheduled to meet on April 13th at 5 p.m.

**CLOSE PUBLIC MEETING:** Ladwig moved, seconded by Fagerlie, to close the public meeting at 7:59 p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies. Motion carried 6-0.

**OPEN PUBLIC MEETING:** Tomhave moved, seconded by Dulski, to open the public meeting at 8:19 p.m. Motion carried 6-0.

**ADJOURNMENT**: Hearing no objections, the Chair adjourned the meeting at 8:19 p.m.

_____

Carol Ladwig, Clerk

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

**MEMBERS ABSENT**: Karin Dulski.

**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 revised.

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

**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 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; 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.

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

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

Grants - Accept grants awarded by Moorhead Area Education Foundation for a total of $1,825.16 as follows: Janelle Halverson - S.G. Reinertsen Elementary Music Program "Music Keyboard" for $500 and Jeff Offutt, Heidi Hoffman, Janelle Frost-Geiser - Horizon Middle School World History Department "History Alive Program - Middle Ages" for $1,325.16.

Accept the Minnesota Department of Education (MDE) Lighthouse Incentive grant for Moorhead High School in the amount of $20,000 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 MDE.

Resignations

Amy VanHorn - Lunchroom Supervisor, Robert Asp Elementary, effective April 12, 2006.
Elizabeth Vargas - Paraprofessional, High School, effective April 17, 2006.

Family/Medical Leave

Karen Taylor - Language Arts Teacher, Horizon Middle School, to begin approximately August 21, 2006 for ten weeks.

Other Leave

Crystal Specht - Kindergarten Teacher, Ellen Hopkins Elementary, effective for the 2006-2007 school year.

Early Retirement

Richard Klomstad - Science teacher, High School, effective at the end of the 2005-2006 school year.

New Employees

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 approved by the School Board on 4-10-06.)

Motion carried 6-0.

**APPROVAL OF RESOLUTION FOR PLACEMENT OF TENURED TEACHERS ON AN UNREQUESTED LEAVE OF ABSENCE**: Tomhave moved, seconded by Siggerud, to approve the following resolution:

> WHEREAS, the School Board of Independent School District No. 152 adopted a resolution proposing placement of the following tenured teachers on unrequested leave of absence:
>
> | Name | License | FTE |
> |---|---|---|
> | Katherine Hagen | Physical Therapy | .80 |
> | John Keller | French | .67 |
> | 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, Section 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.

Motion carried 6-0.

**APPROVAL OF RESOLUTION RELATING TO THE OFFERING OF PART-TIME TEACHING CONTRACTS TO TENURED TEACHERS**: Fagerlie moved, seconded by Tomhave, 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

contracts for the 2006-2007 school year as follows:

| | Contract Offer |
|---|---|
| Katherine Hagen | .30 |
| John Keller | .42 |

Motion carried 6-0.

**APPROVAL OF MHS MAJOR MAGNITUDE FIELD TRIP - ORCHESTRA**: Tomhave moved, seconded by Siggerud, to approve the Major Magnitude Field Trip for the Moorhead High School Orchestra to Florida in April of 2007. Motion carried 6-0.

**APPROVAL OF MHS MAJOR MAGNITUDE FIELD TRIP - FRENCH**: Siggerud moved, seconded by Fagerlie, to approve the Major Magnitude Field Trip for the Moorhead High School French Program students to France in June of 2007. Motion carried 6-0.

**APPROVAL OF NON-ALIGNED CONTRACT FOR 2006-2008**: Siggerud moved, seconded by Ladwig, to approve the Non-Aligned Contract for 2006-2008 as follows:

| | | |
|---|---|---|
| 2006-2007 | 6.13% | $34,491.59 |
| 2007-2008 | 3.88% | $23,167.93 |
| TOTAL | 10.01% | $57,659.52 |

Motion carried 6-0.

**COMMITTEE REPORTS**: Brief reports were heard related to the National School Boards Association Annual Conference in Chicago, Community Education Recognition Event, Interagency Early Intervention Committee, Wellness Subcommittee, Instruction and Curriculum Advisory Committee, and Indian Education Parent Committee meetings.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**: Nybladh noted that the May 23 Wind Ensemble Concert time changed from 7:30 p.m. to 8:00 p.m. Tomhave noted the School Board Retirement Reception was scheduled for May 22 at 5:30 p.m. in the Probstfield Center for Education Board Room. Board members acknowledged receiving a communication regarding the April 29 Mujeres Unidas Fiesta de Familia (Family Festival) at the Dilworth Community Center from 3 to 8 p.m. Board members were asked to contact Michelle by Friday, April 28 regarding their availability to attend the May 4 Education Moorhead Recognition Banquet.

**ADJOURNMENT**: Hearing no objections, the Chair adjourned the meeting at 7:45 p.m.

_____

Carol Ladwig, Clerk

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.137*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Summer School Programming

DATE: May 2, 2006

Deb Pender, Scott Matheson, Sarah King and Jackie Migler will provide information to the school board regarding summer programming for Moorhead Area Public School students. The programs will be held at Hopkins, Horizon, Moorhead High School and Red River Area Learning Center.

Attached is information from the program managers regarding the summer school programs.

LAK/kmr
Attachment

# Migrant Summer School Program

Thank you for the opportunity to update the board on the summer Migrant School program. Listed below are bullets of information pertaining to the summer of 2006. Scott Matheson, Migrant School Director

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

**Funding for the Program:** School districts are no longer guaranteed a summer migrant grant. School districts must submit a **competitive grant** requesting dollars to operate a summer program. Grant dollars are given out on the basis of identified need (previous two years of migrant student attendance), program design and must reflect a collaborative effort on the part of each school district to meet the academic needs of all students(NCLB). A grant was submitted in February 2006 and the full amount requested was granted by the state. As a result, Migrant school will be fully funded by this competitive grant. To better meet the needs of Migrant children and their families, Migrant school will start a week later and run six weeks this summer, Monday through Thursday.

**Location and Times:** Migrant school is housed at Hopkins Elementary School along with the EXCEL and ESY programs, enabling us to share costs related to food service, staff salaries, custodial, instructional supplies and transportation. Our program runs Monday through Thursday, from June 19th through July 27th. Students in the Migrant program attend school from 8:00 a.m. to 4:00 p.m.

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

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

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

**Evaluation and Assessment:** Upon entering the program, 1st and 2nd grade students will be given the DIBELS or DRA screening instrument for reading and a math; older students will be tested using the MAP computerized instrument to assess present instructional levels. Upon exiting, the same posttests will be given, measurable gains or losses will be documented and each classroom teacher will fill out a Minnesota State Withdrawal form noting progress made. These forms are then forwarded to the state and to the student's home school district.

**Migrant Summer Staff:** Listed on back side

**Moorhead Migrant School**
**Summer Staff 2006**

**Director:** Scott Matheson

**Instructional Staff:**

**1st Grade Teacher:** Bonnie Heisler
**2nd Grade Teacher:** Ken Appel
**3rd Grade Teacher:** Mary Nord
**4th-5th Grade Teacher:** Nancy Rademacher
**6th Grade Teacher:** Merlinda Wednt
**7th-8th Grade Teacher:** Jesse Sanchez
**Phy Ed** (Excel and Migrant): Juan Dominguez
**Music** (afternoon only): Alison Hajric
**ESL:** (Excel--Migrant):
**Library:** (Excel--Migrant): Susan Kolstad
**Night School:** (Secondary Resource Teacher English/Social Studies): Jesse Sanchez
**Night School:** (Secondary Math Teacher): Heather Kenkel

**Paraprofessionals**:

**1st-2nd grade:** (Hiring)
**3rd-4th grade:** (Hiring)
**5th-6th grade:** (Hiring)
**7th-8th grade:** Cathy Bjorkland

**Custodial:** Jason Dubois

**Clerical:** Mark Kolstad

Extended School Year 2006

Extended school year for the 2006 summer will run from 8:00 am to 12:00 pm. Programming will be provided in a 6 week program and will run 3 days a week (Tuesday, Wednesday, and Thursday) starting June 20 and ending on July 27. Other programming is provided based on individual student need. Classrooms will be at Hopkins, Horizon, and the High School. Determination of the need for extended school year services is determined annually by the student's IEP team. Teams review data that is gathered on an ongoing basis to make the determination. The intent of extended school year is to provide maintenance of skills and attain self sufficiency for students who require a functional curriculum.

# EXCEL 2006

## A Summer Adventure

**********

The Moorhead School District is offering summer classes for students who are completing Kindergarten through 5th grade and who would benefit from extended learning opportunities. Students receiving this pre registration are students who receive Title I or Basic Skills reading and/or math services, English Language Learner services or attend the EXCEL After School Program during the school year. EXCEL 2006 will be.....

**a 5 week Session: June 20 - July 20, 2006**
**17 days, four days/week except the first week and the week of the 4th of July.** The dates are: June 20, 21, 22, 26, 27, 28, 29, July 5, 6, 10, 11, 12, 13, 17, 18, 19 and 20.
**Busing will be provided** to and from a designated spot near your home.

**Where will summer school be?:** Ellen Hopkins, 2020 11th St. S.

**Time?:** 8:00 - 12:00

**How to pre register:** Pre registration forms will be distributed at Parent-Teacher conferences. NEW EMPHASIS this year: We are required to serve children with the most academic needs first. Even though you pre register, your child may not need as much assistance as others and therefore not eligible this summer.

**Pre registration form:** Please return the completed pre registration form to your child's classroom teacher no later than **April 10, 2006.**

**********

Moorhead Area Public Schools - 2006

EXCEL Summer School Grades 8 - 9

| | |
|---|---|
| *Registration: | June 8 from 4:30 - 7:30 on the second floor of the freshman wing at Moorhead Senior High School. Enter through door #7. |
| *Dates: | Session I: June 12 - June 29 (Monday - Thursday) |
| | Session II: July 10 - July 27 (Monday - Thursday) |
| *Location: | Session I: Moorhead High School Freshman Wing |
| | Students can be dropped off and picked up at the North Entrance (door #7) |
| | Session II: Red River Area Learning Center |
| | 1100 32nd Ave S (Bella Building, West Door) |

*Summer school is free of charge. Breakfast and lunch will be provided. Transportation is the responsibility of the student. Bus tokens for the MAT bus will be provided if necessary.

Session I
Moorhead High School
Freshman Wing

| | |
|---|---|
| 7:40 - 7:55 | Breakfast |
| 7:55 - 12:25 | "Project Citizen" - English or Social Studies |
| 12:25 - 12:55 | Lunch |
| 12:55 - 3:10 | Skill Building Math |
| | Skill Building Reading |

Session II
Red River Area Learning Center
1100 32nd Ave South

| | |
|---|---|
| 7:40 - 7:55 | Breakfast |
| 7:55 - 12:25 | Skill Building Math |
| | Skill Building Reading |
| 12:25 - 12:55 | Lunch |
| 12:55 - 3:10 | Concepts in Science 8 |
| | Concepts in Science 9 |

*Student schedules will depend on what classes need to be made up and will be discussed at registration on June 8th.

**Contacts:**

Rachel Lerum
284-2453
rlerum@moorhead.k12.mn.us

Deb Pender
284-2230
dpender@moorhead.k12.mn.us

EXCEL Summer School Grades 10-12

***Registration:** June 12 from 9:00 - 5:00
***Dates:** June 13 - July 27 (Monday - Thursday)
July 3 - 6 off for the 4th of July holiday
***Location:** Red River Area Learning Center
1100 32nd Ave S (Bella Building, West Door)

*Summer school is free of charge. Transportation is the responsibility of the student. Bus tokens for the MAT bus will be provided if necessary.
*Credit opportunity will be limited to 2 credits unless prior approval has been arranged.

**The following class schedules will be arranged with each student during registration:**

*English
*Social Studies
*Health/PE
*ESL
*Parenting
*Math
*Independent Study Electives (Counselor/Administrator approval necessary)

**The following classes have prearranged dates and times for the classes, as much of the material is presented off site:**

Science: Classes are held Tuesdays and Thursdays from 9:10 - 3:25
Session I: June 13, 15, 20, 22, 27 29
Session II: July 11, 13, 18, 20, 25, 27
*To earn .25 credit, 5 out of 6 days of attendance for one session plus completion of assignments is required.
*To earn .50 credit, 10 out of 12 days of attendance for both sessions plus completion of assignments is required.

Work Seminar: Classes are held Mondays from 8:20 - 3:25
June 12, 26
July 10, 24
*To earn .25 credit, 3 out of 4 days of attendance plus completion of assignments is required.

Work Experience: 10 hours of work per week for each period below can earn .25 credit
June 12 - July 7
July 10 - August 4
August 7 - August 31
*Students can earn up to .75 credit of Work Experience throughout the summer.

**Contacts:**

Rachel Lerum
rlerum@moorhead.k12.mn.us
284-2453

Deb Pender
dpender@moorhead.k12.mn.us
284-2230

**MEMO #:** **S-06-107**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: May 2, 2006

RE: First Reading of Policy

Attached please find the policy, Wellness (536), for your review.

LPN:mde
Attachment

Board Policies

## Wellness

**School Board Policy:** 536

**Section:** 500 STUDENTS

**Date Adopted:** 11/8/2005

**Date Revised:**

**Dates Reviewed:**

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I. PURPOSE

The purpose of this policy is to assure a school environment at the Moorhead Area Public Schools that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

A. The Moorhead School Board recognizes that nutrition education and physical education are essential components of the educational process and that good health fosters student attendance and education.

B. The school environment will promote and protect students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district values the health and well-being of every staff member. The school staff should act as role models to students for good nutrition and physical activity.

D. The Moorhead Area Public Schools encourages the involvement of administration, School Board, students, parents, teachers, food and nutrition personnel, and other interested persons in implementing, monitoring, and reviewing school district nutrition and physical activity policies.

E. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

F. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

G. Qualified food and nutrition program personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. GUIDELINES

A. Foods and Beverages

1. Foods and beverages made available by the Moorhead Area Public Schools (including school stores, vending machines and a la carte cafeteria items) will be consistent with the current USDA Dietary Guidelines for Americans in accordance with nutrition and portion size standards. (See Administrative Procedure 536.1.)

2. School district food and nutrition personnel will take every measure to ensure that student access to foods and beverages that meet or exceed all federal, state, and local laws and guidelines.

3. School district food and nutrition personnel shall adhere to all federal, state, and local food safety and security guidelines.

4. The Moorhead Area Public Schools will make every effort to eliminate any social stigma attached to, and prevent

the overt identification of, students who are eligible for free and reduced-priced school meals.

5. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.

6. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

7. The school district will discourage sharing food and beverages given concerns about allergies and restrictions on students' diets.

8. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities.

9. The school district will provide to the extent possible, a breakfast program to help meet nutritional needs and enhance student's abilities to learn.

B. School Food and Nutrition Program/Personnel

1. The Moorhead Area Public School District will provide healthy and safe school meal programs that strictly comply with all federal, state, and local statutes and regulations.

2. The Moorhead Area Public Schools shall designate the food and nutrition director to be responsible for the school district's food and nutrition program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available throughout the district to ensure food and beverage choices are consistent with current USDA Dietary Guidelines for Americans.

3. As part of the Moorhead Area Public School's responsibility to operate a food and nutrition program, the school district will provide continuing professional development for all food and nutrition personnel in schools.

C. Nutrition Education and Promotion

1. The Moorhead Area Public Schools will encourage and support healthy eating by students and engage in nutrition promotion that is:

a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

b. part of health education classes as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.

2. The Moorhead Area Public Schools will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte [snack] lines, vending machines, fundraising events, concession stands, and student stores.

3. School staff will not use food or beverage choices that do not meet nutritional standards as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education program or behavior intervention plan) and will not withhold food or beverages as punishment. (See Administrative Procedure 536.1.)

D. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health education and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities; (See Administrative

Procedure 536.1.)

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

E. Communications with Parents

1. The Moorhead Area Public Schools recognizes that parents and guardians have a primary and fundamental role in promoting and protecting their children's health and well-being.

2. The Moorhead Area Public Schools will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The Moorhead Area Public Schools encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The Moorhead Area Public Schools will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV. IMPLEMENTATION AND MONITORING

A. After approval by the Moorhead School Board, the wellness policy will be implemented throughout the school district.

B. Moorhead Area Public Schools food and nutrition personnel will ensure compliance with the school's food and nutrition program and will report to the food and nutrition program administrator.

C. The Moorhead Area Public School's food service director will provide an annual report to the Superintendent setting forth the nutrition guidelines and procedures for selection of foods in the food and nutrition program made available throughout the district.

D. The Superintendent or designee will ensure compliance with the wellness policy and will provide an annual report of the school district's compliance with the policy to the School Board.

Legal References:

42 U.S.C. 1751 et seq. (Richard B. Russell National School Lunch Act)
42 U.S.C. 1771 et seq. (Child Nutrition Act of 1966)
P.L. 108-265 (2004) 204 (Local Wellness Policy)
7 U.S.C. 5341 (Establishment of Dietary Guidelines)
7 C.F.R 210.10 (School Lunch Program Regulations)
7 C.F.R. 220.8 (School Breakfast Program Regulations)

Cross References:
Moorhead School Board Policy 425: Health and Safety Protection
Moorhead School Board Policy 531: Communicable Disease Control and Infectious Conditions
Moorhead School Board Policy 532: Medication
Moorhead School Board Policy 540: Student Activities
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 573: Tobacco Free Environment
Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools
Moorhead School Board Policy 544: Activities Fund Raising

***DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.138***

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: Basic Skills Test Results-Writing

DATE: May 2, 2006

Attached are the results of the January 2006 Basic Skills Test for Moorhead Area Public Schools along with information on the MCA II/GRAD tests.

The writing tests are state mandated tests required for graduation. An estimated 93% of students passed the tests statewide, while 94.71% of students passed district wide and 95.78% passed at Moorhead High School.

The 10th grade students in Moorhead High School had an average score of 3.7 compared to 3.6 at the district level and 3.5 at the state level. This demonstrates sustained progress in the area of writing.

The state is phasing out the basic skills tests, but the test required for minimum competency for graduation will be combined with the Minnesota Comprehensive Assessments (MCA's) demonstrating higher-level skills.

Students entering grade 8 in the 2005-06 school year or later do not take the Basic Skills Tests in reading, writing and mathematics, but will take a test known as the MCA II/GRAD.

The new testing cycle (beginning in the 2006-07 school year) will have a written composition test in grade 9, reading test in grade 10 and mathematics test in grade 11. Students must earn a satisfactory score on each of the tests to graduate from a public school in Minnesota.

For the 2006-07 school year only, the 9th and 10th grade students will take the written composition test. This will provide a transition as a new cycle begins. Students will also have the opportunity to retest if they do not demonstrate minimum competency required on the graduation required tests.

A power point presentation will provide additional information and data for the board at the May 8, 2006 meeting.

LAK/kmr
Attachment

The school counselor or dean is usually the appropriate person to suggest special preparations that may be available in the local school.

### How will the tests be scored?

The multiple choice and gridded response items in the Reading and Mathematics tests will be scored by computer while the constructed response items are scored by trained scorers.

### What does it take to pass the reading and math tests?

There are four proposed ways to pass:

- Have a proficient score on the MCA-II
- Have a passing score on the GRAD portion of the MCA-II
- Obtain a Pass Individual (Special Ed or ELL)
- Demonstrate proficiency in other ways

### Are the reading and mathematics tests harder than the BSTs?

Yes. The BSTs were essentially grade 8 tests. The grade 10 reading and grade 11 mathematics MCA-IIs are more difficult than their BST counterparts. The GRAD component of these MCA-IIs measures many of the MCA-II skills plus other essential learning.

### What happens if a student doesn't pass?

Students who don't pass the reading or mathematics MCA-II/GRAD will have many future chances to take the GRAD component of the test, most likely on a computer. Students who don't pass the Test of Written Composition in grade 9 will be able to take the test during subsequent years, either during the regular testing window or during retest windows. The school counselor is familiar with the options available in your district.

Department of Education

# Graduation-Required Assessments for Diploma

## What You Need to Know about the MCA-II/GRAD



## Inside:


- ☐ What is the MCA-II/GRAD?
- ☐ Who takes it?
- ☐ How does it compare to the BST?


*October 2005*

## What is the MCA-II/GRAD?

The MCA-II/GRAD is a set of high school tests in reading, mathematics and writing that all students entering 8th grade in 2005-06 or later must pass in order to graduate from a public high school in Minnesota. GRAD component of the MCA-II has replaced the BST for these students.

## What happened to the Reading and Math BSTs?

The BSTs are still around, but only for students who were in 8th grade in 2004-05 or earlier and still have not passed them. After the 2008-09 school year the test will no longer be used.

## What happened to the Writing BST?

This test is also still around, but starting with students in the Class of 2010 it will be first given in grade 9, not grade 10. Its name will change to the Test of Written Composition.

## What does GRAD mean?

The GRAD (Graduation-Required Assessments for Diploma) is a component of the 10th grade reading MCA-II and the 11th grade mathematics MCA-II. Students in these grades take the MCA-IIs, and in the process are also taking the GRAD component. Students who are not proficient on these tests or who don't pass the GRAD component will retake the GRAD component at a later date.

## What's on the MCA-II/GRAD?

These tests measure proficiency on the Minnesota Academic Standards and other essential skills. The Reading test requires students to read a variety of passages and answer multiple choice and constructed





response questions. The Mathematics test requires students to solve a variety of problems and answer multiple choice, gridded, and constructed response questions. The GRAD retests will contain only multiple choice questions.

## Which students must take these tests?

The No Child Left Behind law (NCLB) requires all students to take the grade 10 reading MCA-II and the grade 11 mathematics MCA-II. The Individuals with Disabilities Education Improvement Act (IDEA 04) requires all students with disabilities to participate in statewide assessments. For students with a disability, the IEP Team decides whether and how the student participates: 1) in the MCA-IIs, with or without accommodations, 2) in the GRAD only retests, with or without accommodations and with or without an Individual Passing Score, 3) takes the MDE Alternative Assessment for accountability and/or graduation (see the 2004-05 Guidelines for Accommodations currently being revised at http://education.state.mn.us/mde/static/000782.pdf.

## What time of year do students take them?

The MCA-II/GRAD and Test of Written Composition are given during the same testing window that other state tests are given, usually the last two weeks in April and the first week in May. The first group of students to take the MCA-II/GRAD will be the Class of 2010, and they begin with the Test of Written Composition in the spring of 2007.

## How can students prepare for the tests?

The best way to prepare for these tests is to take English and mathematics courses that address Minnesota's academic standards. Most schools will also make appropriate educational opportunities available to students who are at risk for not passing these tests.

Minnesota Department of Education

# MINNESOTA ASSESSMENTS
## *Basic Skills Tests*
## *Written Composition*
### District Summary Report

District: **MOORHEAD (0152-01)**
Test Date: **January 2006**

## Summary Information Grade 10

| | Number of Students Tested | Score 1.0 or 1.5 | | Score 2.0 | | Score 3.0 or 3.5 | | Score 4.0 or 4.5 | | Score 5.0 or 5.5 | | Score 6.0 | | Off Topic | | Illegible or Incoherent | | Not English | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | % | Nbr | % | Nbr | % | Nbr | % | Nbr | % | Nbr | % | Nbr | % | Nbr | % | Nbr | % | Nbr |
| **School** | | | | | | | | | | | | | | | | | | | |
| **District** | **416** | **0.2** | **1** | **5.0** | **21** | **51.0** | **212** | **33.9** | **141** | **9.1** | **38** | **0.7** | **3** | | | | | | |
| **State** | **66,519** | **0.9** | **614** | **6.2** | **4,138** | **52.0** | **34,616** | **34.4** | **22,863** | **5.8** | **3,825** | **0.5** | **328** | **0.2** | **133** | | | **0.0** | **2** |

| | Number of Students Not Tested | Insufficient Amount of Writing | | Blank | | Other * | |
|---|---|---|---|---|---|---|---|
| | | % | Nbr | % | Nbr | % | Nbr |
| **School** | | | | | | | |
| **District** | **4** | | | **75.0** | **3** | **25.0** | **1** |
| **State** | **2,461** | **0.0** | **1** | **4.6** | **113** | **95.4** | **2,347** |

| | School | District | State |
|---|---|---|---|
| **Average Score** | | **3.6** | **3.5** |

*Category includes students not tested due to student refusal, absence, teacher invalidation, or exemption status.

Minnesota Department of Education

# MINNESOTA ASSESSMENTS
## *Basic Skills Tests*
## *Written Composition*
### School Summary Report

School: **MOORHEAD HIGH SCHOOL (382)**
District: **MOORHEAD (0152-01)**
Test Date: **January 2006**

## Summary Information Grade 10

| | Number of Students Tested | Score 1.0 or 1.5 | | Score 2.0 | | Score 3.0 or 3.5 | | Score 4.0 or 4.5 | | Score 5.0 or 5.5 | | Score 6.0 | | Off Topic | | Illegible or Incoherent | | Not English | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | % | Nbr | % | Nbr | % | Nbr | % | Nbr | % | Nbr | % | Nbr | % | Nbr | % | Nbr | % | Nbr |
| **School** | **403** | | | **4.2** | **17** | **50.6** | **204** | **35.0** | **141** | **9.4** | **38** | **0.7** | **3** | | | | | | |
| **District** | **416** | **0.2** | **1** | **5.0** | **21** | **51.0** | **212** | **33.9** | **141** | **9.1** | **38** | **0.7** | **3** | | | | | | |
| **State** | **66,519** | **0.9** | **614** | **6.2** | **4,138** | **52.0** | **34,616** | **34.4** | **22,863** | **5.8** | **3,825** | **0.5** | **328** | **0.2** | **133** | | | **0.0** | **2** |

| | Number of Students Not Tested | Insufficient Amount of Writing | | Blank | | Other * | |
|---|---|---|---|---|---|---|---|
| | | % | Nbr | % | Nbr | % | Nbr |
| **School** | **1** | | | | | **100.0** | **1** |
| **District** | **4** | | | **75.0** | **3** | **25.0** | **1** |
| **State** | **2,461** | **0.0** | **1** | **4.6** | **113** | **95.4** | **2,347** |

| | School | District | State |
|---|---|---|---|
| **Average Score** | **3.7** | **3.6** | **3.5** |

*Category includes students not tested due to student refusal, absence, teacher invalidation, or exemption status.

S-MN-BOS 22, May -2006

**INDEPENDENT SCHOOL DISTRICT #152**

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

May 22, 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. Matters Presented by Citizens/Other Communications (Non-Agenda Items)

2. **CONSENT AGENDA**

All items on the Consent Agenda are considered to be routine, and have been made available to the Board at least two (2) days prior to the meeting; the items will be enacted by one resolution. There will be no separate discussion of these items unless a board

member or citizen so requests, in which event that item will be removed from this agenda and considered under separate resolution. To the extent possible, board member inquiries on consent agenda items are to be made directly to the district administration prior to the time of the meeting.

A. TEACHING/LEARNING MATTERS - Kovash
   (1) Acceptance of Gifts - Pages 6-7
   (2) Acceptance of Funding - Pages 8-11
   (3) Acceptance of Grants - Pages 12-43
   (4) Approval of Contract - Pages 44-47
   (5) Approval of Revised Census Numbers - Page 48
   (6) Approval of Summer School Programs - Pages 49-54

B. BUSINESS SERVICE MATTERS - Weston
   (1) Approval to Advertise for Milk and Bread Bids - Page 55
   (2) Approval of Audit Proposal - Pages 56-60

C. HUMAN RESOURCE MATTERS - Nielsen
   (1) Acceptance of Resignations - Pag 61
   (2) Approval of Other Leave - Page 62
   (3) Approval of Retirement - Page 63
   (4) Approval of Change in Contract - Page 64
   (5) Approval of New Employees - Pages 65-66

D. SUPERINTENDENT MATTERS - Nybladh

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

Moved by _____ Seconded by _____
Comments _____

4. **APPROVAL OF PROPERTY AND CASUALTY INSURANCE RENEWALS**: Weston
Pages 67-70

Suggested Resolution: Move to approve the insurance packages as recommended by Tom Quam of Bremer Insurance.

Moved by _____ Seconded by _____
Comments _____

5. **FIRST READING OF POLICIES**: Nybladh
Pages 71-107

The Board will conduct a first reading of the policies: Mission Statement (104), Policies Incorporated by Reference for Employees/Personnel (499), Tuition Fees (512), Medication (532), Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), Student Discipline (551), Policies Incorporated by Reference for Students (599), and Curriculum Selection and Review, Alternative Instruction and Instructional Resource Reevaluation (620), for your review.

6. **APPROVAL OF POLICY**: Nielsen
Pages 108-111

Suggested Resolution: Move to approve the policy, Wellness (536), as presented.

Moved by _____ Seconded by _____
Comments _____

7. **2006-2008 PRINCIPALS' MASTER AGREEMENT**: Nielsen
Page 112

Suggested Resolution: Move to approve the 2006-2008 Principals' Master Agreement as follows:

| | | |
|---|---|---|
| 2006-2007 | $43,971.00 | 4.90% |
| 2007-2008 | $43,385.00 | 4.61% |
| TOTAL | $87,356.00 | 9.51% |

Moved by _____ Seconded by _____
Comments _____

8. **2006-2008 ADMINISTRATORS' MASTER AGREEMENT**: Nybladh
Page 113

Suggested Resolution: Move to approve the 2006-2008 Moorhead Administrators' Association Master Agreement as follows:

| | | |
|---|---|---|
| 2006-2007 | $19,429.44 | 5.26% |
| 2007-2008 | $21,539.52 | 5.55% |
| TOTAL | $40,968.96 | 10.81% |

Moved by _____ Seconded by _____
Comments _____

9. **NORTHWEST EVALUATION ASSOCIATION (NWEA)/MEASURES OF ACADEMIC PROGRESS (MAP) TEST ASSESSMENT**: Kovash
Pages 114-128

10. **COMMITTEE REPORTS**

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

12. **ADJOURNMENT**

## CALENDAR OF EVENTS

| Event | Date | Time | Place |
|---|---|---|---|
| Activities Council | May 23 | 7 am | MHS |
| SGR Retirement Reception | May 23 | 3:30-5 pm | Media Center |
| Wind Ensemble Concert | May 23 | 8 pm | MHS |
| MHS Retirement Reception | May 24 | 3:30 pm | New Commons |
| EHS Retirement Reception | May 24 | 3-4:30 pm | Media Center |
| RAS Retirement Reception | May 25 | 3:15 pm | Media Center |
| Multi-Cultural Family Night | May 25 | 5:30-7:30 pm | RRALC |
| 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 | | |
| S.G. Reinertsen PTAC | June 5 | 7 pm | Media Center |
| Last Day of School for Staff/ Teacher Workshops | June 6 | | |
| School Board | June 12 | 7 pm | PCE |
| EXCEL Summer School | | | |
| Elementary | June 20-July 20 | 8 am - 12 pm | EHS |
| Secondary - Grades 8-9 | June 12-July 27 | | MHS |
| Secondary - Grades 10-12 | June 13-July 27 | | RRALC |
| ESY Summer School | June 20-July 27 | 8 am-12 pm | EHS, HMS, MHS |
| School Board | June 26 | 7 pm | PCE |
| School Board | July 17 | 7 pm | PCE |

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.155*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: Donation

DATE: May 11, 2006

Moorhead Area Public Schools has received a donation of a commercial grade microwave from Horizon's PTAC for Teacher Appreciation Week. The microwave will be used in the staff lounge at Horizon Middle School and is valued at $300.

**SUGGESTED RESOLUTION:** Move to accept the donated microwave valued at $300 from Horizon PTAC and direct administration to send a thank you card.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.143*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Donation

DATE: May 15, 2006

Moorhead Schools has received the following donations from WalMart through money from Frito Lay.

(2) eMachine computers valued at $450.00 each
(2) Lexmark X2350 Printers valued at $58.88 each
(2) Ink jet print cartridges valued at $19.63 each
(2) reams of paper valued at $4.47 each
(2) reams of paper valued at $5.96 each

Technology will be installing these computers in the Moorhead High School media center to replace outdated circulation desk computers.

**SUGGESTED RESOLUTION:** Move to accept the donated equipment from WalMart and direct administration to send a thank you card.

Dilworth WalMart
1711 Hwy 10 W
Dilworth, MN 56529

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.148*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Carl Perkins Funding for Instructional Materials

DATE: May 16, 2006

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

> 75 copies of *MnCareers 2007* student workbooks from the Minnesota Department of Education. The total award is $187.50. The MnCareers 2007 are not expected to ship until September 2006 and will be used only by the Work Experience Disadvantaged Program at Red River Area Learning Center.

**SUGGESTED RESOLUTION:** Move to accept the funding for the *MnCareers 2007* student workbooks from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia valued at $187.50.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.149*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Carl Perkins Funding for Instructional Materials

DATE: May 16, 2006

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

4 Smartdisk Fire Lite harddrives 80G, 3 Telex BP-1002 beltpacks, 3 Beyerdynamic DT-108 headsets, and 5 Canare ECO50F microphone cables.
Kanguru 1 to 7 DVD duplicator

The total amount of the award if $3,684.80. These materials and equipment are to be used by the Administrative Support Occupations Program at Moorhead High School.

**SUGGESTED RESOLUTION:** Move to accept the funding for the instructional material and equipment listed above from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia valued at $3,684.80 to be used by the Administrative Support Occupations Program at Moorhead High School.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.152*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Carl Perkins Funding for Instructional Materials

DATE: May 16, 2006

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

1 Canon PowerShot S80 digital camera, 1 Canon PowerShot SD500 digital camera, 2 Lexar flash memory cards 512 MB SD, 1 Dane-Elec zMate Pen USB 2.0 flash drive, and 1 Lexar USB 2.0 multi-card reader

The total amount of the award if $973.61. These materials are to be used by the Family and Consumer Science Program at Horizon Middle School.

**SUGGESTED RESOLUTION:** Move to accept the funding for the instructional material listed above from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia valued at $973.61 to be used by the Family and Consumer Science Program at Horizon Middle School.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.153*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Carl Perkins Funding for Instructional Materials

DATE: May 16, 2006

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

2 Canon PowerShot S80 digital cameras, 1 Lexar flash memory card 512 MS SD, and 6 Dane-Elec zMate Pen USB 2.0 flash drives

The total amount of the award if $820.03. These materials are to be used by the Work Experience Disadvantaged Program at Red River Area Learning Center.

**SUGGESTED RESOLUTION:** Move to accept the funding for the instructional material listed above from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia valued at $820.03 to be used by the Work Experience Disadvantaged Program at Red River Area Learning Center.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.150*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: American Indian Parent Training Grant

DATE: May 15, 2006

The Minnesota Department of Education has awarded Moorhead School District a $7,997 American Indian Parent Training Grant. The purpose of the grant is to provide training to American Indian parents and families to improve student learning. The grant provides for the Indian Education Home School Liaison and other activities in the district.

The grant funding shall be effective on April 2006 and shall remain in effect until December 2006.

**SUGGESTED RESOLUTION:** Move to accept the grant funding from the Minnesota Department of Education in the amount of $7997 for the American Indian Parent training for April 2006 through December 2006.

LAK/kmr
Attachment

MN DEPARTMENT OF EDUCATION
1500 HIGHWAY 36 WEST
ROSEVILLE, MN 55113

DISTRIBUTION OF COPIES
Original - Department
Grantee
Department Accounting Unit
State's Authorized Representative
Department Budget copy

# GRANT CONTRACT/GRANT AGREEMENT ("Agreement")

| | | | | | | |
|---|---|---|---|---|---|---|
| Fiscal Year: 2006 | CFDA #: 84.027A | UFARS #: 01F421 | | Vendor Number: 0091520000-00 | | |
| Total Amount of Grant: $ 7997.00 | | Amount of Grant First Fiscal Year: $6000<br>If more than one cost code, amount from each cost code, each fiscal year: | | | | |
| Object Code: 5C00 | | Activity: NF00 | | | | |
| Account Dist # 1 | Fund: 300 | Agency: E37 | Orgn: 2418 | Appr: 451 | Rept Category: | Amount: $7997 |
| Account Dist # 2 | Fund: | Agency: E37 | Orgn: | Appr: | Rept Category: | Amount: |
| Account Dist # 3 | Fund: | Agency: E37 | Orgn: | Appr: | Rept Category: | Amount: |

| | | | |
|---|---|---|---|
| **Requisition** | Date: 5/1/06 | Number: 7147 | Entered by: GS |
| **Purchase Order** | Date: | Number: | Signature: |
| 4/21/06 | 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
Moorhead Public Schools # 0152
2410 14th Street South
Moorhead, MN. 56560
8033594 416008721
MN Tax ID. No. _____ Federal Employer ID. No. _____ (GRANTEE), witnesseth that:

WHEREAS, the DEPARTMENT is authorized to make a grant for the purpose of:
Providing training to American Indian parents and families to improve student 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 Seven Thousand Nine Hundred Ninety Seven dollars ($7997.00).

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 $None, which is required to be at least 0% 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 17, 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 December 31, 2006 , 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 Elizabeth Watkins, 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 Lynne Kovash. 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. Not withstanding 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:
Any publications announcing grant activities and/or reports produced using these grant funds must contain a statement identifying the MN. Department of Education as the sponsoring agency and must also identify the source of funds.

Funding for these grant activities are made possible with a grant from MDE. The source of the funds are from federal award, Special Education - Grants to States, CFDA 84.027A.

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.)

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

MINNESOTA DEPARTMENT OF EDUCATION

By: _____

Title: _____

Date: _____

**GRANT CONTACT COVER INFORMATION SHEET**

**Special Education Policy - American Indian Parent & Family Trng. Grant**

ATTACHMENT A

**Project Information**

Title: "Special Education-Grants to States"

Project #: 84.027A
Federal
Funding Source: Amt.:

Starting Date: 4/17/06

Ending Date: December 31, 2006

TOTAL AWARD:

**Recipient Information**

District or Agency Recipient:
Moorhead Area Public Schools
Authorized administrator:
Lynne Kovash
Address:
2410 14th Street South
Moorhead, MN 56560

ISD#: 152
Agency Federal Tax ID: 416008721
Agency State Tax ID: 8033594
Title: Assistant Superintendent of of Curriculum and Instruction
Telephone: 218-284-3315
Fax: 218-284-3333
Email: lkovash@moorhead.k12.mn.us

Program Contact Person & Title:
Jill Skarvold, Director of Learner Support Services
Sarah King, Program Manager for Learner Support Services

Telephone:
218-284-3715
Fax: 218-284-3733
Telephone: 218-284-3724

District or Agency Accountant: Denise Sinner

Telephone: 218-284-3365
Email: dsinner@moorhead.k12.mn.us

**Special Education Policy Information**

Program Consultant:
Elizabeth Watkins

Telephone: 651/582-8678
Fax: 651/582-8729

Grants Specialist:
Pamela J .Jones – MDE Contact

Telephone: 651/582-8651
Email: Pamela.Jones@State.MN.us
FAX: 651/582-8729

**Grantee Applicant Approval to Submit:**

Jill Skarvold — 3/28/06
Director: — Date:

Sarah King — 3/28/06
2nd Signature Grantee — Date:

**MDE Review:**

Elizabeth Watkins — 4-13-06
Authorized Rep: — Date:

Michelle Weber — 4/13/06
SE Supervisor: — Date:

Director: — Date:

**APPLICATION: Narrative Section: American Indian Parent & Family Trng. Grant**
**District or Agency Name** Moorhead Area Public School

**1. Abstract (5 points) (300 words maximum)**

Provide a short summary of the overall project, highlighting needs, goals and anticipated outcomes.

Although the American Indian Education Program in Moorhead Schools has an active parent committee and believes that parent involvement is key to improving student learning, it has continued to be difficult to reach and maintain an ongoing dialogue of understanding and mutual support with a wider group of American Indian parents and school partners.

These partners and a broader audience of American Indian parents than typically accessed through program activities will strive to reduce the overall percentage of American Indian students who have an IEP (21% in 04-05) to be more in line with the district average (14% in 04-05) through the following goals:

- Increase parent knowledge about school and involvement in their children's education.
- Involve American Indian parents in pre referral (intervention) processes.
- Explore culturally appropriate services within the regular education setting as well as in alternative settings.
- Inform parents of their rights and school responsibilities under IDEA, including state laws and rules.

**2. Statement of Needs (10 points)**

Provide a brief summary of needs and indicate how information concerning needs was gathered.

Moorhead Area Public Schools serves an average of 190 American Indian students and their families each school year. There is a high mobility rate within the American Indian population. Though some families have lived in Moorhead for years, many of the families come from surrounding reservations, nearby towns or the Minneapolis area. Families may move to Moorhead to find work, attend school, receive medical treatment or stay with extended family. Moorhead Schools has a higher proportion of American Indian students in Special Education and Alternative Learning Centers than the percentages for the overall Moorhead School District Population. For example, in 2004-2005, the percentage of American Indian students who have an IEP was 21%, while the district average was 14%.

The Moorhead Indian Education Program has worked extensively with American Indian parents in conjunction with the Moorhead Schools to reduce barriers and find solutions for the needs of American Indian students. Activities and processes engaged in during the past 8 – 10 years include the following: 1.) American Indian parents, students, teachers, and support staff are surveyed every two years to determine the educational needs of American Indian families. 2.) The American Indian Educational Program is reviewed yearly with a thorough report created with input from parents and staff on the progress of school programs. Through that report, identified needs are assessed: those accomplished, those in process of improvement and those still needing attention. 3.) Over the past eight years, the Indian Education Program has sought to discover effective pre referral and intervention strategies for American Indian students and their families. 4.) Moorhead Schools has implemented, Reducing Bias in Special Education Assessment for American Indian and African American Students. The assessment practices have ongoing attention through the special education child study process. 5.) In addition, the Moorhead American Indian Program, in collaboration with Olivia Melroe at MSUM through an MDE grant, has developed a curriculum, "Strengthening the Circle: Effective Interventions for American Indian Students", and piloted it as a staff development activity with Moorhead teachers.

The above activities, in large part, were a response to needs assessments of American Indian parents. Likewise, the activities proposed in this grant came from questions parents have about school programs that are designed to support students. In an effort to reduce bias in special education assessment and to decrease the percentage of American Indian students in special education, the district has initiated more systematic instructional interventions at earlier ages to prevent referral into special education than ever before. However, parents express confusion and worry that their children are experiencing just another form

of separation from the main stream with the advent of additional general education supports. The American Indian Education Program staff are often asked to explain and navigate parents through this maze of options and choices.

**3. Project Goals, Strategies and Timelines (35 pts) Duplicate this page as needed.**

Indicate the goal that will be addressed:

__X__ 1. Increase parent knowledge about school and involvement in their children's education.
- o Involve American Indian parents in pre referral (intervention) processes.
- o Explore culturally appropriate services within the regular education setting as well as in alternative settings.

__X__ 2. Inform parents of their rights and school responsibilities under IDEA, including state laws and rules.

In the space provided below, briefly describe the strategies and activities that will be carried out to meet the goal(s). Include a description of how grant activities will relate to other existing parent involvement strategies, if any. Provide a short rationale of how the goal(s) will meet the needs of families, including how cultural perspectives will be infused into activities. There is no minimum or maximum number of strategies and activities; use additional space as needed.

**Strategy/Activity #1:**

**Parents and Elders: A Child's First Teachers.**
*How can you help your child succeed in school?*
*How can you be a partner with school staff?*
*What do we know about Indian Education and student success?*

All American Indian Parents in the Moorhead School District will be invited to an event from 5-8:30 p.m. at the Days Inn Conference Center. A dinner will accompany the activities and presentation. Transportation will be provided and child care or child care stipends will be provided depending on parents' needs.

Dr. Olivia Melroe, Faye Smiley-Aakre, Deb Hellekson, and Donna Norquay, the researchers and staff of the American Indian research project, which sought to find culturally appropriate reading assessment and intervention strategies in collaboration with Moorhead Schools, will present their findings in a parent friendly format. They will also present information on American Indian educational history and how the school and parents can work together to reduce bias. The information will come from the curriculum they developed through the MDE State Special Education Department, "Strengthening the Circle: Effective Interventions for American Indian Students". The curriculum is geared for public school staff but will be used in a parent friendly way. This will be a multi-media presentation with video, Power Point, and group interactive activities. Parents will have time to share their views and perceptions about the educational process. Parents will leave with a folder of basic information related to helping children succeed in school at all levels, culturally appropriate activities they can do at home with their children, options for parent involvement in the school and lists of further resources and people to contact in the schools if they want more information. Other personnel involved in the presentation will be members of our Indian Education Parent Committee.

Rational:
These activities will give parents an overall view of the school educational process from an American Indian perspective and a school perspective. It will also relay the importance of their contributions to the system to make positive changes for their children's success. It will be used as a stepping stone for better communication between home and school and in getting more American Indian families comfortable enough to want to be involved in a variety of school related activities.

Timeline: May 2006

**Strategy/Activity #2:**

**Regular Educational Options**
*My child needs help. What can I do?*
*What can the school & teachers do?*
*What is best for my child?*

All American Indian Parents in the Moorhead School District will be invited to this event from 5-8:30 p.m. at the Days Inn Conference Center. A dinner will accompany the activities and presentation. Transportation will be provided and child care or child care stipends will be provided depending on parents' needs.

Title I, Reading Recovery, tutoring, EXCEL extended day, EXCEL Summer school, and assessment that helps determine general education support for students as interventions to prevent referral to special education will be discussed. This workshop/activity will describe the programs, their entrance and exit procedures, and how they can address American Indian students' needs. Moorhead Schools also offers a Spanish Immersion program. A number of American Indian students enroll in this program. Pros and cons, especially in light of native language loss issues, will be discussed. Time will be provided for questions and discussion throughout the presentation. Other personnel involved in this presentation could include Indian Education Parent Committee Members, a social worker, Title I teacher, Excel teacher, a Reading Recovery teacher, Homeless Liaison, Moorhead Healthy Community Initiative mentor program volunteer, Youth Works volunteer, and extra curricular activities coordinator.

Rationale:
Many American Indian children need supports to achieve in the classroom curriculum. Many curriculum-based and diagnostic measures are used to identify and plan appropriate interventions. This workshop will discuss these issues and answer parents' questions related to assessments and interventions. The goals are to build a base for parents to think about changes they would like to see in the educational system for American Indian students, and for American Indian students to be more successful within the regular system of Moorhead Schools.

Timeline: September 2006

**Strategy/Activity #3:**

**Alternative Educational Options**
*What can I do?*
*What alternatives to the general education setting are there?*
*What is best for my child?*

All American Indian Parents in the Moorhead School District will be invited to this event from 5-8:30 p.m. at the Days Inn Conference Center. A dinner will accompany the activities and presentation. Transportation will be provided and child care or child care stipends will be provided depending on parents' needs.

Deb Pender or representative from the Red River Alternative Learning Center, a Middle School and/or a High School counselor, and Indian Education staff will speak to participants about alternative educational programming. These alternatives will include discussion of EXCEL School within a School program, Red River Alternative Learning Center and the Yes Program.

Rationale:
A higher percentage of American Indian students are enrolled at the Red River Alternative Learning Program, in the EXCEL school within a school program and in special education than in the general Moorhead Schools population. This workshop will discuss these issues and answer parents' questions related to alternatives for their children. The goals are to build a base for parents to think about changes they would like to see in the educational system for American Indian students, and for American Indian students to be more successful within the regular system of Moorhead Schools.

Timeline: October 2006

**Strategy/Activity #4:**

**American Indian Parent Network and the Special Education Process**
*I don't understand all these terms!!!! Could you explain that in English, please?*
*Everything you wanted to know about special school programs and were afraid to ask.*

American Indian Parents who have children who have been identified as having a disability in the Moorhead School District and those currently in the referral process for Special Education will be invited to this event from 10-1:30 a.m. at the Days Inn Conference Center. A Saturday morning breakfast will

accompany the activities and presentation. Transportation will be provided and child care or child care stipends will be provided depending on parents' needs.

PACER Center, Inc. (Parent Advocacy Coalition For Educational Rights) will provide materials and an American Indian Parent Advocate as the keynote speaker. The speaker will present information on Special Education, the IEP process, parent rights, and where to go for help with the process. All information will be presented from a culturally relevant viewpoint. Parents will be provided with time to ask questions and discuss information presented. Other personnel involved in the presentation will be members of our Indian Education Parent Committee, Special Education and Title I staff.

Rationale:
Many times in the Special Education process, parents do not know what to expect; what all the educational terms and forms are about; what a Special Education label means; and what rights they have to say what they think is best for their child. This Workshop/Activity will present this information in a parent friendly and culturally relevant framework. It will allow time for individuals to ask specific questions and to set up further appointments with appropriate personnel to discuss their specific concerns.

Timeline: November 2006

**4. Collaborative partners; project administration and staffing; project continuation. (25 pts total)**

A. List public school special education programs and/or special education advocacy organizations that will collaborate with this training and describe how special educators or advocates will be involved in assuring the content information is accurate and current. (10 points) **Attach a letter of cooperation from a public school special education program or a recognized special education advocacy organization.**

The Moorhead Area Public School Special Education Program will be a collaborative partner with the proposed training grant objectives and activities. Special Education will provide accurate materials and review materials for their accuracy before they are shared with parents. A representative from special education will be involved in the planning and implementation of each activity.

B. List other organizations involved in developing this proposal and that have committed to involvement in its implementation. Briefly state how the organization(s) will be involved. (5 pts)

Dr. Olivia Melroe, Faye Smiley-Aakre, and Deb Hellekson, the researchers and Moorhead School staff involved in the American Indian research project and the developers of the staff development curricula, "Strengthening the Circle: Effective Interventions for American Indian Students", will adapt their presentation from the curriculum to address parents rather than a teacher group. They will also share information gained through the research in a parent friendly way.

PACER Center, Inc. (Parent Advocacy Coalition For Educational Rights) will provide materials and an American Indian Advocate to speak at one or more of our parent activities.

The Director or representative of the Red River Area Learning Center and a Middle School and/or High School counselor will speak at a parent activity on alternative programs and issues related to American Indian students.

C. Identify additional staff and contracted personnel who will be involved in the implementation of project goals and activities. If an outside person or agency will be subcontracted with to assist in development of the training or materials, indicate their willingness and ability to perform the expected contracted tasks. (5 points)

Dr. Olivia Melroe, the American Indian Project researcher from the School Psychology Department at Minnesota State University Moorhead, has agreed to present information related to American Indian educational issues along with school staff who have been involved with the research and curriculum development.

Moorhead Indian Education Staff, which includes the Indian Education Program Manager (Sarah King), The Indian Home School Liaison/Paraprofessional (Donna Norquay), and the American Indian Resource Teacher (Faye Smiley-Aakre) will be involved in all aspects of the planning and implementation of the grant activities.

Red River Alternative Center Director, School Social workers, School Psychologists, School Counselors, Special Education staff, other teachers and Liaisons will be involved in planning and presentations.

PACER Center, Inc. (Parent Advocacy Coalition For Educational Rights) will provide materials and an American Indian Parent Advocate to speak at one or more of our parent activities. The PACER Center has been contacted and is willing to provide the services requested.

D. Briefly describe how the family training efforts funded through this grant will be maintained after the grant period is completed (i.e., continue with local funds, incorporate into ongoing parent involvement initiatives, etc.). (5 pts)

Ongoing staff development and parent involvement activities related to the unique needs of American Indian parents and families can be incorporated in future planning and funding streams of Moorhead Area Public Schools.

# GRANT CONTRACT BUDGET

| DIVISION NAME: SE Policy | | | | | ED-061638-12 4/05 |
|---|---|---|---|---|---|
| GRANTEE/FISCAL AGENT NAME: Moorhead Public Schools #152 | | | | | |
| PROJECT NAME: American Indian Parent Training Grant | | | | | |
| OBJECT CODE | BUDGET COST CATEGORIES AND DESCRIPTION | MDE AMOUNT OF FUNDS REQUESTED | | | |
| 100 | SALARIES AND WAGES | $ 1,400.00 | | | |
| | | | | | |
| 200 | FRINGE BENEFITS | | | | |
| | | | | | |
| 300 | PURCHASED SERVICES | | | | |
| | CONSULTANT SERVICES | $ 1,200.00 | | | |
| | COMMUNICATIONS SERVICES (PHONE,INTERNET, ETC) | | | | |
| | PRINTING & DUPLICATING & POSTAGE | $ 264.00 | | | |
| | | | | | |
| | COMPUTER AND SYSTEM SERVICES | | | | |
| | STAFF DEVELOPMENT | | | | |
| | STAFF TRAVEL - INSTATE | $ 281.00 | | | |
| | STAFF TRAVEL- OUT OF STATE | | | | |
| | WORKSHOP & CONFERENCES ( PARTICIPANTS MEALS, LODGING & TRAVEL AND MEETING ROOMS & AV EQUIPMENT RENTAL) | $ 2,887.00 | | | |
| | OPERATING LEASES OR RENTALS | | | | |
| | | | | | |
| | | | | | |
| 400 | SUPPLIES AND MATERIALS | | | | |
| | SUPPLIES AND MATERIALS - NON INSTRUCTIONAL | | | | |
| | SUPPLIES AND MATERIALS - INSTRUCTIONAL | | | | |
| | | | | | |
| | | | | | |
| 800 | OTHER EXPENDITURES (LIST) | $ 1,800.00 | | | |
| | Scholarship funds to Students for Coursework Expenses | | | | |
| | TOTAL DIRECT COSTS | $ 7,832.00 | $ - | $ - | $ 7,832.00 |
| | TOTAL INDIRECT COSTS - Restricted 2.1% | $165.00 | | | $ 165.00 |
| | PAYMENTS TO SCHOOL DISTRICTS, COUNTIES, AND OTHER NON PROFIT AGENCIES | | | | $ - |
| 500 | CAPITAL EXPENDITURES OVER $5,000 | | | | $ - |
| | PROJECT TOTALS | $ 7,997.00 | $ - | $ - | $ 7,997.00 |

NOTE: Budget amendments are required prior to budget line item changes greater than 10% per line item. Adding in a new budget line item category requires a request submitted to the Grants Specialist.

5. Project evalua...

Briefly describe how feedback will be gathered to determine whether project activities meet goals and needs. If possible, describe how information will be collected to document whether families' involvement in IEP meetings and other aspects of special education increased as a result of this grant.

American Indian Cultural Representatives are invited to attend IEP Meetings. They will collect the following information:

1) Parent attendance at IEP meetings.
2) Parents understanding of the process.
3) Parents involvement in school groups: American Indian Parent Committee, Parent Teacher Organization (PTO) committees, volunteers in schools, parent-teacher conference attendance, and changes in parent teacher relations as reported by parents, teachers, and support staff.
4) Compare the percentage of American Indian students with IEPs during school year 2006-2007 with previous years. (The goal is that early learning interventions in school and parents' knowledge base and involvement will have increased, and thus have an impact on the disproportionate number of American Indian children identified with disabilities.)

If a cultural representative is unable to attend the IEP meeting, a follow up phone call or home visit will be done to gather parents' feedback and answer questions.

6. Proposed Budget Narrative & Summary (15 pts) – use budget summary sheet supplied as part of this application (above). Budget narrative explanation should be included in this Box.

**Salary**

Stipends for teaching staff; 5 @ $70/event x 4 — $1,400
Potentially 5 Moorhead Schools staff will present at 1 or more of the three parent sessions.

**Contracted Services**

Consultants fees
Consultant from MSUM and PACER — $1,200

**Communications**
Postage and Printing costs for invitations mailed. — $ 264

**Travel**

Travel for consultants — $ 281

Workshop Costs
Meals costs for participants at trainings:

Refreshments and Dinner for up to 40 participants
X 3 times, plus Breakfast and morning refreshments for up to 40 — $2687

Meals should be reasonable and efforts made to obtain best value from food service providers — $200

Conference Room at Conference Ctr. $50 x 4 sessions

Other expenses: — $1800

Childcare stipends - $15 per couple for child care (30x$15x4)

**Indirect** Rate

Indirect Costs = .021

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.154*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Summer Migrant Education Program Grant

DATE: May 16, 2006

The Minnesota Department of Education has awarded Moorhead Area Public Schools a $118,542 grant for the Summer Migrant Education Program. The purpose of the grant is to ensure that all migrant students reach challenging academic standards and graduate with a high school diploma (or complete a GED) that prepares them for responsible citizenship, further learning, and productive employment.

**SUGGESTED RESOLUTION:** Move to accept the $118,542 Summer Migrant Education Program Grant from the Minnesota Department of Education for the 2006 summer program.

LAK/kmr
Attachment

MN DEPARTMENT OF EDUCATION
1500 HIGHWAY 36 WEST
ROSEVILLE, MN 55113

DISTRIBUTION OF COPIES
Original - Department
Grantee
Department Accounting Unit
State's Authorized Representative
Department Budget copy



# GRANT CONTRACT/GRANT AGREEMENT ("Agreement")

| Fiscal Year: 2006 | CFDA #: 84011A | UFARS #: 01F404 | Vendor Number: 009152000-00 | | | |
|---|---|---|---|---|---|---|
| Total Amount of Grant: $118,542.00 | | Amount of Grant First Fiscal Year: $50,000.00<br>If more than one cost code, amount from each cost code, each fiscal year: | | | | |
| Object Code: 5C00 | | Activity: NF00 | | | | |
| Account Dist # 1 | Fund: 300 | Agency: E37 | Orgn: 2526 | Appr: 422 | Rept Category: | Amount: $$118,542.00 |

| | | | |
|---|---|---|---|
| **Requisition** | Date: 4/28/06 | Number: 7139 | Entered by: |
| **Purchase Order** | Date: | Number: | Signature: |
| 4/11/06 | 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 Moorhead ISD #152, 2410 14th St S, , Moorhead, MN, 56560 MN Tax ID. No. 008033594 Federal Employer ID. No. 41-6008721(GRANTEE), witnesseth that:

WHEREAS, the DEPARTMENT is authorized to make a grant for the purpose of:

ensuring that all migrant students reach challenging academic standards and graduate with a high school diploma (or complete a GED) that prepares them for responsible citizenship, further learning, and productive employment. (U.S. Department of Education, No Child Left Behind Act of 2001, Title I, Part C, Section 1301 - 1309.)

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 not to exceed One Hundred Eighteen Thousand Five Hundred Forty Two and 00/100 dollars ($118,542.00).

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 $0.00, which is required to be at least 0% 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 06/01/2006, 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 09/30/2006, 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 Paul Magnuson, 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 P. 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 3
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.

**11.** 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. 4

**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. Not withstanding 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.

VI. **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:

A. The GRANTEE assures and certifies compliance with Federal and State Regulations and Certifications governing Title 1, Part C, Migrant Ed.2006.

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.)

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

MINNESOTA DEPARTMENT OF EDUCATION

By: _____

Title: _____

Date: _____

## MEASURABLE GOALS

Indicate below which of the following goals will be impacted through the proposed activities. Describe the indicators that will be used to measure progress and success and the children or youth who will participate in the services provided.

| Targeted Goal | Goal | Indicator | (Identify the targeted population) |
|---|---|---|---|
| **Example: X** | *Improve/maintain school attendance goal* | *Participants will maintain 90% school attendance* | *All program participants* |
| X | *By 2013-2014, all students will reach high standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.* | *Students will show improvement in their post-testing assessments* | *All students enrolled in the program* |
| X | *All students will graduate from high school.* | *Students attending the night school program will earn credit needed for high school graduation* | *All secondary students enrolled in the night school program* |
| ≤ | *Increase migrant parental involvement.* | | |
| X | *Increase appropriate services including health, dental, vision and mental health referral; advocacy; and direct services.* | *Students attending at least 15 days during the summer will receive outside agency help and support* | *All students enrolled in the program who attend regularly* |
| ≤ | *Establish stronger transitions between preschool, elementary and high school students* | | |
| X | *Provide ample opportunity for secondary students to accrue appropriate credit.* | *Using the NGS system, students will receive instruction in coursework needed for credit* | *All secondary students who attend the migrant program* |
| ≤ | *Other goals:*<br>*(Please specify)* | | |

## WORK PLAN

For each of the targeted goals selected, complete at least one Work Plan. If there is more than one Key Strategy for a goal, complete this form for each key strategy. On this form, (a) restate the goal from previous form. (b) Indicate the key strategy that will be used to achieve the desired impact. Note that only key strategies are to be listed – not each individual step needed; (c) Detail the programming activity information requested. (d) Identify the time frame the programming will be provided. (e) Detail which partner organization and/or staff member will be responsible for leading that strategy's implementation. (f) Provide a brief explanation describing why these strategies should result in the desired impact. (g) Show how this strategy represents "best practice."

**(a) Performance Goal. Restate below goal selected**

By 2013-2014, all students will reach high standards, at a minimum attaining proficiency or better in reading/language arts.

| (b) Key Strategies (List a key strategy that you are using to produce the desired impact.) | (c) Programming Activities | | | (d) Time Frame: daily, weekly, start/end dates | (e) Agency/ Staff person responsible |
|---|---|---|---|---|---|
| | Number of youth to be involved in activity | Number of sessions | Number of hours each session | | |
| 1st through 12th grade students attending 15 school days or more during the summer will show measurable improvement in their reading/language arts and shown by their post-testing using the MAP, the DRA or QRI assessment instrument | All students | 15 | 8 | Daily | teachers |

Please complete these for each goal and strategy.

**(f) Link to Goal (Complete for each Key Strategy)**

How will implementing this strategy lead to the desired impact? What changes or series of changes will it bring about with the participants that will ultimately lead to the desired change?

Using pre-test assessment results, teachers will target skill deficiencies and systematically reinforce needed concepts for those students who attend school for at least 15 days during the summer. Daily attendance logs, instruction in phonemic awareness, fluency, vocabulary and comprehension will be targeted.

**(g) Best Practice (Complete for Key Strategy)**

Describe how the links to best practice information incorporated into the program strategies described above. Provide citations or references when appropriate.

Classroom teachers will utilize best practices by having students engage in literature circles, reciprocal reading, most important word (vocabulary development), learning logs (writing) and use technology to display writing and comprehension of concepts

## WORK PLAN

For each of the targeted goals selected, complete at least one Work Plan. If there is more than one Key Strategy for a goal, complete this form for each key strategy. On this form, (a) restate the goal from previous form. (b) Indicate the key strategy that will be used to achieve the desired impact. Note that only key strategies are to be listed – not each individual step needed; (c) Detail the programming activity information requested. (d) Identify the time frame the programming will be provided. (e) Detail which partner organization and/or staff member will be responsible for leading that strategy's implementation. (f) Provide a brief explanation describing why these strategies should result in the desired impact. (g) Show how this strategy represents "best practice."

**(b) Performance Goal. Restate below goal selected:** By 2013-2014, all students will reach high standards in mathematics

| (b) Key Strategies (List a key strategy that you are using to produce the desired impact.) | (c) Programming Activities | | | (d) Time Frame: daily, weekly, start/end dates | (e) Agency/ Staff person responsible |
|---|---|---|---|---|---|
| | Number of youth to be involved in activity | Number of sessions | Number of hours each session | | |
| 1st through 12th grade students attending at least 15 days or more during the summer will show measurable improvement in their math skills as shown by their post-testing scores using the MAP (Measure of Academic Progress) computerized assessment. | All students | 15 or more | 8 | daily | teachers |

Please complete these for each goal and strategy.

**(f) Link to Goal (Complete for each Key Strategy)**
How will implementing this strategy lead to the desired impact? What changes or series of changes will it bring about with the participants that will ultimately lead to the desired change?

Using pre-test results and spring testing data, teachers will target math skill deficiencies and systematically reinforce needed concepts. If a student attends 15 days or more, this practice should translate into a higher post-test score.

**(g) Best Practice (Complete for Key Strategy)**
Describe how the links to best practice information incorporated into the program strategies described above. Provide citations or references when appropriate.

Classroom teachers will teacher computation skills through problem solving, reinforce and build basic fact competency, use hands on manipulatives, and utilize a variety of instructional formats to help learners actively understand math concepts. Teachers will also allow time for review during each day, and give students practice at revision. Students will also have open access to calculators and technology to aide in completion of math assignments.

## WORK PLAN

For each of the targeted goals selected, complete at least one Work Plan. If there is more than one Key Strategy for a goal, complete this form for each key strategy. On this form, (a) restate the goal from previous form. (b) Indicate the key strategy that will be used to achieve the desired impact. Note that only key strategies are to be listed – not each individual step needed; (c) Detail the programming activity information requested. (d) Identify the time frame the programming will be provided. (e) Detail which partner organization and/or staff member will be responsible for leading that strategy's implementation. (f) Provide a brief explanation describing why these strategies should result in the desired impact. (g) Show how this strategy represents "best practice."

**(c) Performance Goal. Restate below goal selected:** All students will graduate from high school

| (b) Key Strategies (List a key strategy that you are using to produce the desired impact.) | (c) Programming Activities: Number of youth to be involved in activity | Number of sessions | Number of hours each session | (d) Time Frame: daily, weekly, start/end dates | (e) Agency/ Staff person responsible |
|---|---|---|---|---|---|
| All students attending the secondary night school program will accrue credit needed to advance toward a high school diploma. | All secondary students | 18 | 3 | 3 days a week | Teachers and para |

**(f) Link to Goal (Complete for each Key Strategy)**

How will implementing this strategy lead to the desired impact? What changes or series of changes will it bring about with the participants that will ultimately lead to the desired change?

Through encouraging daily attendance, individualizing lessons, encouraging adequate lesson completion and progress, and aligning instruction with the NGS systems and credit deficiencies, students attending night school will make progress toward earning their high school degree. Studying and tutoring for the TAKS exit exam will also be offered during the course of the summer

**(g) Best Practice (Complete for Key Strategy)**

Describe how the links to best practice information incorporated into the program strategies described above. Provide citations or references when appropriate.

Utilizing technology, individualizing work, utilizing MMERC, UTCC instructional packets and correspondence course work, direct instruction, tutoring, and immediate corrective feedback, students will earn credit. Access to the internet and NGS system will also be part of nightly instruction.

**You need only complete once, if they apply to all goals/strategies.**

**Transportation Plan (Complete only once)**

Describe how the students will travel safely to and from the program, including between program sites and home.

The Moorhead migrant school program contracts with Shuck busing to provide transportation for all students attending during the summer. Students load designated buses according to their residence and address. Where possible, in an effort to save on fuel and transportation costs, the migrant program consults with the Moorhead School bus system to confer on routes, minimize as much as possible the amount of time a student spends in route, and combines students from any summer program if routes overlap or duplicate.

The family service worker from Tri-Valley is on call at the end of each day answering phone calls, double checking addresses against the COE and transporting students home when parents have forgotten or are unable to drive to the school site.

**Partnerships & Collaboration (Complete only once)**

Describe how the partnership will ensure participation for all children, remove barriers to participation, ensuring the safety of all participants, engagement of students with special needs, and provide other appropriate outreach methods.

As has been stated, ISD #152 has made a concerted effort to combine all summer school programming within the same building. This pairing of Migrant School, EXCEL and ESY allows the district to share instructional supplies, transportation costs, custodial needs, food service, technology, instructional materials, and administrative costs. It also facilitates direct communication among staff and the sharing of instructional practices, classrooms and learning activities. For example, a migrant student needing specialized transportation because of a disability would be bussed through the Extended School Year program and escorted to a migrant classroom.

The configuration of classrooms within the building also supports shared learning and integration of students in and between all programs. Grade level rooms are located together, teachers are given time to collaborate on the initial staff development day, and students are grouped and taught according to skill level and not just designated migrant, EXCEL or ESY status.

We also incorporate outside agencies directly into our program structure. In the afternoon, Clay-Wilken Opportunity Council supplies a food and nutrition expert to teach consumer science as a special to all of our students. We also have an on-going working relationship with the area colleges; graduate counseling interns supply a guidance class in the afternoon, help supervise students to special events such as swimming, and a number of student teachers complete their practicum with us by assisting or teaching under the supervision of a migrant teacher.

## BUDGET WORKSHEET

| APPLICANT AGENCY | |
|---|---|
| Contact Person: Scott Matheson | Email: smatheson@moorhead.k12.mn.us |
| Telephone:218-284-2314 | Fax:218-284-2333 |

PLEASE COMPLETE A BUDGET DETAIL WORKSHEET FOR YOUR SUMMER PROGRAM. DETAIL ON A SEPARATE PIECE OF PAPER ANY LINE ITEMS YOU FEEL NEED FURTHER EXPLANATION.

| 100 | SALARY CATEGORIES. *List the position title(s). Show the number of staff in a position, percentage of time and/or number of sessions, and rate of pay.* | | | | | | |
|---|---|---|---|---|---|---|---|
| | | # OF | TIME | UNITS/DAYS | RATE | AMOUNT | TOTAL |

| | | STAFF | | | | | |
|---|---|---|---|---|---|---|---|
| object code | ADMINSTRATORS/INSTRUCTIONAL/PROFESSIONAL STAFF | | | | | | |
| | ***EXAMPLE:*** Supervisor/Director | *2* | *4 hours* | *40 days* | *$15/ hour* | | *$3840* |
| 100 | Migrant Director | 1 | 8 hrs | 33 | 30.00 | | 7920 |
| 100 | Teachers (1st, 2nd, 3rd, 4th, | | | | | | |
| | 5-6th, 7-8th) Phy Ed, ESL | 8 | 8hrs | 25 | 27.00 | | 43,200 |
| 100 | 1/2 Music / 1/2 Art | 1 | 4 hrs | 23 | 27.00 | | 2484 |
| | | | | | | | |
| 100 | Secondary Teachers | 3 | 4 hrs | 19 | 27.00 | | 6156 |
| | | | | | | | |
| | | | | | | | |
| SUB-TOTAL | | | | | | | **59,760** |
| object code | SUPPORT STAFF | | | | | | |
| | ***EXAMPLE:*** *Aides/paraprofessionals* | *2* | *2 hours* | *40 sessions* | *$8/hour* | | *$1280* |
| | | | | | | | |
| 100 | Para's (1st, 2nd, 3-4th, 5-6th, | 5 | 8 | 25 | 13.00 | 2600 | 13,000 |
| | 7-8TH) | | | | | | |
| | Para (night school if need) | 1 | 4 | 20 | 13.00 | 1040.00 | 1040 |
| | | | | | | | |
| 100 | Clerical—Office (all progr) | 1 | 8 | 26 | 14.00 | 2912.00 | 2912 |
| | | | | | | | |
| | | | | | | | |
| | OTHER | | | | | | 16,952 |
| | SUB-TOTAL | | | | | | |
| 200 | FRINGE BENEFITS | | | | | | |
| object code | | | | | | | |
| | ***EXAMPLE:*** *Teachers* | 3 | | | *6.5%* | *$5,000* | *$975* |
| 200 | Director | 1 | 8 | | .1265 | | 1002 |
| | Teachers | 9 | 8 | | .1265 | | 5779 |
| | Para's/Clerical | 6 | 8 | | .1265 | | 2012 |
| | | | | | | | |
| | | | | | | | |
| SUB-TOTAL | | | | | | | **8793** |

# BUDGET WORKSHEET - Continued

| 300 | CONTRACTUAL SERVICES. Indicate the services to be provided and the rate to be paid per hour or per day. Examples of consultants include evaluation expenses at approximately 15% of the budget, trainers and strategic planners. Examples of contracted services include vehicle lease, maintenance agreement security services, translations services, sub-grant to program service delivery agencies, etc. | | | | |
|---|---|---|---|---|---|
| Object Code | | | HOUR/DAY | RATE | TOTAL |
| | CONSULTANTS | $ | | | |
| | SPEAKERS | $ | | | |
| 300 | Field Trips/Swimming | $ | | 2,000 | 2,000 |
| 300 | Repairs /Maintenance | $ | | 1,000 | 1,000 |
| 300 | Custodian | $ | 14 hr. / 30 day | 3,360 | 3,360 |
| 300 | Laundry | $ | | 600 | 600 |
| SUB-TOTAL | | $ | | | 6,960 |
| | | | | AMOUNT | TOTAL |
| 300 | TRAINING. Training for staff, volunteers and program participants. | | | | |
| object Code | | | | | |
| | WORKSHOPS -list | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | SUB-TOTAL | | | | |
| 300 | TRAVEL/TRANSPORTATION. Itemize travel expenses for program personnel and program participants by purpose. Mileage reimbursement may not exceed $ 445. | | | | |
| object code | | | | | |
| | STAFF MILEAGE | | | | |
| | PROGRAM PARTICIPANTS | | | | |
| 300 | Shuck Transportation / Fuel | | | 20,000 | 20,000 |
| | | | | | |
| | | | | | |
| | SUB-TOTAL | | | | 20,000 |
| 400 | OFFICE EXPENSES (Non-Instructional). If the program requires the set up of an additional site or needs office supplies, office equipment or services not already paid for by the agency, estimate the expenses below. | | | | |
| object code | | | | | |
| | RENT/UTILITIES/TELEPHONE | | | 500 | 500 |
| | PRINTING/COPYING/SUPPLIES/POSTAGE | | | 500 | 500 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | SUB-TOTAL | | | | 1,000 |

| 400 | PROGRAM EXPENSES (Instructional): Examples of program expenses include participant stipends; the purchase of materials such as books, software, curriculum, craft supplies, cameras, computers, publicity, costs of convening community meetings, activity fees, participant insurance, etc. | | |
|---|---|---|---|
| object code | | | |
| 400 | PROGRAM SUPPLIES | 750 | 750 |
| 400 | INSTRUCTIONAL | 2,250 | 2,250 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | SUB-TOTAL | | 3,000 |
| 500 | EQUIPMENT OVER $5000 PER UNIT. Include only items that have an acquisition cost of $5000 or more per unit and have a useful life of one year or longer. Purchases under $5000 per unit should be included in either the Program Expenses or Office Expenses line items | | |
| object code | | | |
| | INSTRUCTIONAL EQUIPMENT | | |
| | | | |
| | | | |
| | NON-INSTRUCTIONAL EQUIPMENT | | |
| | | | |
| | | | |
| | SUB-TOTAL | | |
| 800 | OTHER EXPENSES: Itemize other program costs that do not fit into budget line items above. Indirect costs are allowed if the contracting organization has a federally approved indirect cost rate. Administrative costs must be itemized above. | | |
| object code | | | |
| | | | |
| 800 | Indirect Costs (1.7%) | 2,077 | 2077 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | SUB-TOTAL | 2,077 | 2077 |
| TOTAL FUNDS REQUESTED | | | 118,542 |

Terms of Payment

1. Payment shall be for reimbursement of actual expenditures identified in approved budget line items according to Attachment A and submitted on the financial reporting form provided by the DEPARTMENT.

2. Financial reporting forms must be completed for calendar periods defined below and submitted by the designated due dates:

   - June 1 – June 30, 2006 Due July 31, 2006
   - July 1 – September 30, 2006 Due October 31, 2006

3. Budget revisions must be requested in writing and approved by the DEPARTMENT before obligations in excess of 10% or $200 (whichever is greater) of approved budget line items may be incurred.

4. Payment of up to 90% of the total amount of the grant will be made upon submission and approval of required Financial Reporting Forms referenced in Number 2 above. Payment of the final 10% of the total grant award will be held until receipt and approval of all required reporting forms.

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.151*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: Lakes Country Service Cooperative Contract for Services

DATE: May 16, 2006

Attached is a Lakes Country Service Cooperative's No Child Left Behind and The Minnesota Academic Standards Consortium Contract for Services for the 2006-07 school year. The networking and guidance with state and federal requirements will be important as we continue to meet the requirements of No Child Left Behind and the Minnesota Academic Standards.

The fee for consortium membership will remain the same as the 2005-06 school year. The benefits of the program are reduced costs for regional workshops, consultation and leadership in best practices in curriculum, assessment and standards.

**SUGGESTED RESOLUTION:** Move to approve Lakes Country Service Cooperative's No Child Left Behind and The Minnesota Academic Standards Consortium Contract for Services for the 2006-07 school year.

LAK/kmr
Attachment

# Lakes Country Service Cooperative

***DuWayne Balken, Executive Director***
1001 E. Mount Faith | Fergus Falls, MN 56537
Phone: (218) 739-3273 | Fax: (218) 739-2459 | www.lcsc.org


MAY - 8 2006

TO: Region IV Superintendents, Principals and Curriculum Coordinators

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

RE: No Child Left Behind and Minnesota Academic Standards Consortium

DATE: May 2, 2006

Lakes Country Service Cooperative is pleased to announce that it will once again provide the No Child Left Behind and Minnesota Standards Consortium for the 2006-2007 school year.

This program helps school districts meet the requirements of No Child Left Behind and the Minnesota Academic Standards by assisting with the Title programs and by providing staff development and networking opportunities for curriculum development. Support is available for your entire staff and specific groups - teachers, paraprofessionals, school board members, administrative teams, parents, students, etc. Research is completed and training is provided for member districts to help insure that timelines and regulations are being met.

This project provides support to member districts at their site as well as through regionally-based opportunities. A sample of the workshops and networking sessions - some of which were in partnership with the Region IV Carl Perkins Project - which have been provided to the consortium members are:

**Consortium Workshops 2005-2006 School Year**

Two-Day Data Retreat
ParaPro Preparation workshop
Secondary Science Teachers
World Language Teachers
Reading in Career and Technical Education – hosted with Carl Perkins Project
Math in Career and Technical Education – hosted with Carl Perkins Project
Assessment Building for Health Teachers
K – 12 Social Studies Teachers
Secondary Math Teachers

**Scheduled**

Schools Mentoring Schools Workshop

This year much of the time of the consortium coordinator took place on site with districts requesting meetings with teacher groups, curriculum committees, data teams, etc. A wide variety of activities are taking place at the building and district levels.




***Service Cooperative Board of Directors***

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*Serving the Counties of:* Becker • Clay • Douglas • Grant • Otter Tail • Pope • Stevens • Traverse • Wilkin

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Additions to next year's calendar will be holding consortium-wide graduation standards sessions for new teachers as well as for new administrators. Providing services to member districts that wish to participate in the Surveys of Enacted Curriculum will also be available as will continuing to work with data teams in schools. Support for schools as they create and implement mentoring programs will continue the efforts of the Schools Mentoring Schools program. And, as before, individual requests for help in academic standards, state-wide assessment and federal and state NCLB requirements will be welcome.

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

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

Attached you will find the contract for membership into this consortium. Please complete and return by May 26, 2006.

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

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

The purpose of this program is to provide assistance and support to school districts as they implement the requirements of the No Child Left Behind Act and the new Minnesota Academic Standards and Assessments.

**Lakes Country Service Cooperative will:**

1. Provide general information presentations of the No Child Left Behind Law and the Minnesota Academic Standards and Assessments at each school district site;

2. Conduct an assessment of local needs at each school district site to help determine the status of progress toward meeting the law;

3. Work with local teams in assessing how the curriculum matches with the new Minnesota Standards;

4. Coordinate and facilitate a support network comprised of various study groups for the purpose of examining the law's requirements and local programming possibilities;

5. Provide local and regional trainings and other programming based upon needs identified by school districts and the regional advisory committee;

6. Facilitate a regional advisory committee; and

7. Work closely with the Minnesota Department of Education, the North Central Regional Laboratory, the Minnesota Regional Service Agency, post secondary institutions, education associations, and others to help insure the most comprehensive programming.

**As a member School District we will:**

1. Assist in the coordination of local presentations;
2. Assist in the coordination of local needs assessments;

3. Provide opportunities for educators to participate in various study groups;
4. Provide opportunities for educators and other staff to participate in the appropriate training(s);

5. Appoint one staff person to serve on the regional advisory committee; and
6. Pay a program fee based upon $2500 base fee plus $.50 per pupil.

It is my understanding that the annual fee for this program for our school district is based upon $2500 plus $.50 per pupil for which we will be billed, and that the program will be available between July 1, 2006 and June 30, 2007.

Name of district contact person: _____

Phone: _____ Email: _____

Authorized signature: _____ Date: _____

**Return to** Pat Anderson at Lakes Country Service Cooperative, 1001 East Mount Faith, Fergus Falls, Minnesota 56537 or fax to 218-739-2459 **by May 26, 2006.**

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.157*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Revised Census Numbers

DATE: May 16, 2006

The funding for General Community Education is calculated on the total population from the district census taken every ten years. The same number is used until the state updates the information following the next residents full census. However, there is a process for a district to capture funding reflecting new growth which may occur within the ten year period.

Since the 2000 census, Community Education has been using the census figure of 36,282. According to Dr. Tom Gillapsy, state demographer, the current 2004 estimate for Moorhead Area Public Schools is 37,529. This increase of 1,247 residents would result in additional revenue of $6,771 per year plus an additional increase for youth development.

**SUGGESTED RESOLUTION:** Move to accept the change of the census number from 36,282 to 37,529 as indicated in Minnesota demographic information.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.146*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Excel Summer Program

DATE: May 15, 2006

Attached is the K-6 2006 Excel Summer Term staffing and budgetary information contingent on enrollment numbers. The Excel Summer session will operate:

| | |
|---|---|
| Days: | Monday through Thursday |
| | June 20, 2006 through July 20, 2006 |
| Time: | 8:00 a.m. to 12:00 p.m. |
| Location: | Hopkins Elementary |

All curriculum has been aligned with the Reading/Language Arts and Mathematics Minnesota Academic Standards. This program will be funded through Title I and Transition funding generated by student enrollment.

**SUGGESTED RESOLUTION:** Move to approve the 2006 Excel Summer Term for Moorhead Schools from June 20, 2006 through July 20, 2006.

LAK/kmr
Attachment

**EXCEL Summer 2006**
**Program Budget and Staff Information**

EXCEL Summer 2006 begins June 20 and runs through July 20, 2006, four days per week, Monday, Tuesday, Wednesday, and Thursday except for the first week and the week of the 4th of July. EXCEL runs Tuesday through Thursday the first week and Wednesday and Thurs. during the week of July 4th. Children will be bussed to Ellen Hopkins with a start time of 8:00 and end time of 12:00. Breakfast will be offered to all children.

Pre registration forms were given to children at March parent teacher conferences if they received support services throughout the school year such as, Title I, ESL or EXCEL Extended Day. This year, children will be grouped by academic need and courses selected to meet their needs. Courses have been designed by teachers to accelerate reading, writing and math skills through high-interest content. A potential of 6 paraprofessionals will be hired to support learners in classrooms. Two site managers will provide day-to-day support of the children and teachers for EXCEL and Migrant Summer school.

The EXCEL and Migrant Summer programs collaborate by sharing curriculum and some combined teaching resources. Combined resources enable the program to support expanded bussing options, breakfast, extended day options for Migrant and ESL students, media center program and physical education for all students.

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

| | |
|---|---|
| Staff - Targeted Services | $ 75,000 |
| Staff - Title I | $ 35,000 |
| Materials/Supplies, Title I | $ 700 |
| Transportation, Mig. & Targ $15,000 | |
| Migrant School Year | $ 5,500 |
| **Total Dollars** | **$131,200** |

**EXCEL Summer School Staff**

**Teachers:**
**Diana Johnson**
**Jan Klungtvedt**
**Patricia Haugen**
**Sally Doran**
**Nancy Oster**
**Christen Rich**
**Vanessa Marchini**
**Diana Anderson**
**Becky Wolford**
**Linda Landgraf**
**Paul Larson**
**Diana Cobbs**
**Michelle Sailer**
**Palma Wright**
**Tom Dooher**
**Nicole Saum**
**Sarah Graning**
**Gretta Link**
**Jennifer Rogness**
**Melissa Voecks**
**Jessica Siwek**
**Laura Holmquist**
**David Kanuch**
**Diane Johnson**
**Allyson Boe**
**Karen Lind**
**Kari Krugler**
**Shannon Dahlberg**
**TBD**
**TBD**

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

**Paraprofessionals:**
**Peggy Emmel**
**Lisa Denny**
**Gail Ferguson**
**Jodi Philpot**
**Aitan Haji**
**TBD**

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.145*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Migrant Summer School Program

DATE: May 15, 2006

Attached is the K-12 Migrant Summer School Program staffing and budgetary information. The Program will operation:

| | |
|---|---|
| Days: | Monday through Thursday<br>June 19, 2006 through July 27, 2006 |
| Time: | 8:00 a.m. to 4:00 p.m. |
| Location: | Hopkins Elementary |

The Minnesota Department of Education has approved funding up to $118,542 for the Migrant Summer School Program.

**SUGGESTED RESOLUTION:** Move to approve the 2006 Migrant Summer School Program for Moorhead Schools from June 19, 2006 through July 27, 2006.

LAK/kmr
Attachment

**Moorhead Migrant School**
**Summer Staff 2006**

**Director: Scott Matheson**

**Instructional Staff:**

1st Grade Teacher: Bonnie Heisler
2nd Grade Teachers: Ken Appel
3rd Grade Teacher: Mary Nord
4th-5th Grade Teacher: Nancy Rademacher
6th Grade Teacher: Merlinda Wednt
7th-8th Grade Teacher: Jesse Sanchez
Phy Ed (Excel and Migrant): Juan Dominguez
Music: (afternoon only): Alison Hajric
ESL: (Excel and Migrant):
Library: (Excel and Mirgrant): Susan Kolstad
Night School (Secondary Resource Teachers English/Social Studies): Jesse Sanchez
Night School (Secondary Math Teacher): Heather Kenkel
Paraprofessionals:
1st-2nd Grade: (Hiring)
3rd-4th Grade (Hiring)
5th-6th Grade: (Hiring)
7th-8th Grade: Cathy Bjorkland
Custodial: Jason Dubois
Clerical: Mark Kolstad

| **Budget** | # Staff | Time | Days | Rate | Total |
|---|---|---|---|---|---|
| Migrant Director | 1 | 8 hrs | 33 | $30 | $7,920 |
| Teachers (Gr 1-8) | 8 | 8 hrs | 25 | $27 | $43,200 |
| 1/2 Music, 1/2 Art | 1 | 4 hrs | 23 | $27 | $2,484 |
| Secondary Teachers | 3 | 4 hrs | 19 | $27 | $6,156 |
| Paras (Gr 1-8) | 5 | 8 hrs | 25 | $13 | $13,000 |
| Paras (night school if need) | 1 | 4 hrs | 20 | $13 | $1,040 |
| Clerical | 1 | 8 hrs | 26 | $14 | $2,912 |
| Fringe Benefits: | | | | | |
| Director | 1 | 8 | | 0.1265 | $1,002 |
| Teachers | 9 | 8 | | 0.1265 | $5,779 |
| Paras/Clerical | 6 | 8 | | 0.1265 | $2,012 |
| Field Trips/Swimming | | | | | $2,000 |
| Repairs/Maintenance | | | | | $1,000 |
| Custodian | | | | | $3,360 |
| Laundry | | | | | $600 |
| Transportation | | | | | $20,000 |
| Printing/copying/supplies | | | | | $500 |
| Rent/Utilities/Phone | | | | | $500 |
| Program Supplies | | | | | $750 |
| Instructional | | | | | $2,250 |
| Indirect Costs (1.7%) | | | | | $2,077 |
| | | | **Total** | | **$118,542** |

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.147*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Special Education Extended School Year (ESY) Program

DATE: May 15, 2006

Attached is the 2006 Special Education Extended School Year (ESY) Program staffing and budgetary information. The ESY Program will operate:

| | |
|---|---|
| Days: | Tuesday, Wednesday and Thursday<br>June 20, 2006 through July 27, 2006 |
| Time: | 8:00 a.m. to 12:00 p.m. |
| Location: | Hopkins Elementary, Horizon Middle School and Moorhead High School |

**SUGGESTED RESOLUTION:** Move to approve the 2006 Special Education Extended School Year (ESY) Program for Moorhead Schools from June 20, 2006 through July 27, 2006.

LAK/kmr
Attachment

## Extended School Year 2006
## Program Budget and Staff Information

Extended School Year for the 2006 summer will run from 7:45 am to 12:15 pm. Programming will be provided in a 6 week program and will run 3 days a week (Tuesday, Wednesday and Thursday). Teachers will have a one 4 hour prep day on Monday, June 19. Extended School Year will be in session for 17 days from June 20 to July 27. There wil be no school on July 4. There will be **29 teachers** employed with a total **salary** of **$78,805.44** plus **benefits** of **$9,979.20**. The estimated total **hours** for the teachers will be **2,088 @ $88,784.64**. There will be **42 paraprofessionals and other staff** employed at four and one half hours daily. Paraprofessionals and other staff are paid at their contract rate or the district sub rate if not employed as a paraprofessional with the district. Total **hours** for paraprofessionals will be **3,213 @ $43,278.11**. Total salary for the paraprofessionals is **$39,072.09** plus benefits of **$4,206.02**. Extended School Year instructional materials budget is **$2,515.20**. Total Program Budget is **$134,577.95** with sixty-eight percent (68%) of special education salaries reimbursed from the state on EDRS.

### ESY Teachers:

Anderson, Carol
Anderson, Teresa
Bartholomay, Deb
Bierdeman, Betty
Bjerke, Amy
Bormann, Katie
Buysee, Lowell
Dahlberg, Mike
Dreschel, Ron
Enderele, Jon
Falk, Paula
Fisher, Heidi (.5)
Froemke, Molly
Greer, Kari
Hagen, Kathy
Johnson, Dale
Johnson, Marti
Jones, Linda
Kapitan, Jim (.5)
Keeping, Stacey
Kostreba, Judy
Paulson, Wendy
Plankers, MariBeth
Rowekamp, Kristi
Speich, Sue
Stevenson, Valerie
Vigen, Nancy
Vorachek, Vicki
Wolf, Renee

### ESY Paraprofessionals and Other Staff:

Adrian, Ronda
Alverson, Loree
Bachman, Cheryl
Buth, Deb
Calvert, Connie
Dockter, Lonnie
Ellingsberg, Alice
Erickson, Cara
Forsberg, Deb
Gilbertson, Jackie
Hanson, Tiffany
Hausauer, Wendy
Hillstad, Colleen
Hubring, Jolene
Intrepreter
Kadrie, Marian
Larson, Barb
Lattimore, Sue
Linder, Amber
Majidian, Tracy
McDonald, Deb
McLean, Ian
Miller, Bonita
Mjones, Lori
Olson, Elizabeth
Pederson, Linda
Peterson, Jennifer
Stoddard, Rhonda
Stoddard, Sally
Swanson, Jessica
Tack, LuAnn
Toso, Donna
Vargas, Rose
Watnemo, Tami
Watnemo, Treva
Young, Denise
5 additional Paras
Krenz, Vicki (COTA)

**BUSINESS SERVICES MEMO #: B.06.031**

To: Dr. Larry P. Nybladh, Superintendent

From: Mark Weston, Assistant Superintendent of Business Services MW

Date: May 16, 2006

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

It has been past practice of the Moorhead School District to secure bids for the purchase of milk and bread products. Food Services is requesting authorization to advertise for bids for milk and bread products for the 2006-2007 school term.

Suggested Resolution: Move to authorize the advertisement for bids for milk and bread products for the 2006-2007 school term.

MHW:mde

**BUSINESS SERVICES MEMO #: B.06.032**

To: Dr. Larry P. Nybladh, Superintendent

From: Mark Weston, Assistant Superintendent of Business Services MW

Date: May 16, 2006

RE: Audit Proposal for School District Audits

Through negotiations with our current auditing firm, I am pleased to recommend the following proposal:

| | | Cost Change | Percent Change |
|---|---|---|---|
| 2005 Audit Costs | $17,200 | | |
| Proposal: | | | |
| 2006 Audit Costs | $17,800 | $600 | 3.48 |
| 2007 Audit Costs | $18,300 | $500 | 2.80 |
| 2008 Audit Costs | $18,900 | $600 | 3.27 |

Suggested Resolution: Move to approve the Audit Proposal from Eide Bailly LLP to provide audit services for the next three fiscal years as proposed.

MHW:mde
Attachment

EideBailly

CPAs & BUSINESS ADVISORS

May 9, 2006

The Board of Education
Independent School District No. 152
2410 14th St S
Moorhead, Minnesota 56560

We are pleased to confirm our understanding of the services we are to provide Independent School District No. 152 for the years ending June 30, 2006, 2007, and 2008. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of Independent School District No. 152 as of and for the years ended June 30, 2006, 2007, and 2008. The document we submit to you will include the following supplementary information required by generally accepted accounting principles that will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.

Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the financial statements upon which we will provide an opinion in relation to the basic financial statements:

1. Report on compliance and other matters and on internal control over financial reporting based on an audit of financial statements performed in accordance with "Government Auditing Standards" and the Minnesota Legal Compliance Audit Guide (M.S. Statutes 6.65).
2. Report on compliance over financial reporting of student activity accounts performed in accordance with MAFA.
3. Report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133.
4. Schedule of expenditures of federal awards.

**Audit Objectives**

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect of the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect of each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of State and Local Governments and Non-Profit Organizations*.


406 Main Ave., Ste. 3000 ▮ PO Box 2545 ▮ Fargo, North Dakota 58108-2545 ▮ Phone 701.239.8500 ▮ Fax 701.239.8600 ▮ EOE

As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. In accordance with *Government Auditing Standards,* you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

**Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include test of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or to major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters. You agree to indemnify and hold harmless Eide Bailly LLP, its successors and affiliates, from any losses, claims, damages or liabilities relating to Eide Bailly LLP's services under this agreement attributable to false or incomplete representations made by you, except to the extent such losses, claims, damages or liabilities are determined to have resulted from the intentional or deliberate misconduct of Eide Bailly LLP personnel.

**Audit Procedures – Internal Controls**

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on Independent School District No. 152's financial statements and on its compliance with requirements applicable to major programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

We will prepare a general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the Independent School District No. 152's general ledger into a working trial balance. Also, as part of the audit we will prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. Additionally, if you include our report or a reference to our firm name in an electronic format, you agree to provide the complete electronic communication using or referring to our name to us for our review and approval prior to distribution.

This engagement letter includes your authorization for us to supply you with electronically formatted financial statements or drafts of financial statements, financially sensitive information, spreadsheets, trial balances, or other financial data from our files, upon your request.

The audit documentation for this engagement are the property of Eide Bailly LLP and constitute confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Minnesota State Auditor's Office or its designee, a federal agency providing direct or indirect funding, or the United States Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The workpapers for this engagement will be retained for a minimum of three years after the date of the auditor's report is issued or for any additional period requested by the Minnesota State Auditor's Office or its designee, a federal agency providing direct or indirect funding, or the United States Government Accountability Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed the following:

| | |
|---|---|
| 2006 | $17,800 |
| 2007 | $18,300 |
| 2008 | $18,900 |

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If this letter defines the arrangements as you understand them, please sign and date this letter and return it to us. Thank you for this opportunity to be of assistance to you. We appreciate your business.

EIDE BAILLY LLP

Barb Aasen

Barb Aasen, Partner

ACCEPTED BY INDEPENDENT SCHOOL DISTRICT NO. 152

Signature

Title

Date

| HUMAN RESOURCE | MEMO #: HR .06.129 |
|---|---|

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Resignations

DATE: May 15, 2006

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

| | |
|---|---|
| Rebecca Meyer-Larson | Head Speech Coach, High School, effective at the end of the 2005-2006 school year. |
| Nichole Sanders | Food Server, Horizon Middle School, effective June 5, 2006. |
| Karen Pickar | Computer Operator/Cashier, Horizon Middle School, effective June 7, 2006. |
| Jill Perryman | Computer Operator, S.G. Reinertsen, effective June 5, 2006. |
| Patricia Christie | Food Server, Horizon Middle School, effective May 1, 2006. |
| Regina Sherod | Sign Language Interpreter, High School, effective June 6, 2006. |
| Lynne Stig | Special Education Teacher, Horizon Middle School, effective at the end of the 2005-2006 school year. |

**SUGGESTED RESOLUTION:** Move to approve the resignation of Rebecca Meyer-Larson, Nichole Sanders, Karen Pickar, Jill Perryman, Patricia Christie, Regina Sherod and Lynne Stig as presented.

RN/jal

**HUMAN RESOURCE** **MEMO #: HR .06.129**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Other Leave

DATE: May 15, 2006

The administration requests the approval of the leave of absence of the following person:

| | |
|---|---|
| Nahir Munoz | ESL Paraprofessional, High School, beginning May 15, 2006 and continuing through May 26, 2006. |

**SUGGESTED RESOLUTION:** Move to approve the leave of absence for Nahir Munoz pursuant to Article VIII, Section 8 of the Paraprofessionals' Master Agreement.

RN/jal

| HUMAN RESOURCE | MEMO #: HR .06.131 |
|---|---|

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Retirement

DATE: May 16, 2006

The administration requests approval of early retirement for the following person:

| | |
|---|---|
| Pat Hall | Health Assistant, Robert Asp Elementary, effective at the end of the 2005-2006 school year. |

**SUGGESTED RESOLUTION:** Move to accept the Retirement of Pat Hall as presented.

RN/jal

**HUMAN RESOURCE** **MEMO #: HR .06.132**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Change in Contract

DATE: May 17, 2006

The administration requests approval of the change in contract for the following person:

| | |
|---|---|
| Sarah Brendemuhl | Early Childhood Special Education Teacher, EIS from a temporary position BA (2) $7,976.84 for 47 days to full time effective June 12, 2006. (Replaces Karla Robb) |

**SUGGESTED RESOLUTION:** Move to approve the change in contract for Sarah Brendemuhl as presented.

RN/smw

**HUMAN RESOURCE** **MEMO #: HR .06.128**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: New Employees

DATE: May 15, 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.

| | |
|---|---|
| Alissa Brambilla | 2nd Grade Teacher, S. G. Reinertsen Elementary, 1.00 FTE, BA (1) $30,663.00, effective for the 2006-2007 school year (New section at SGR) |
| Laura Murray | 3rd Grade Teacher, S.G. Reinertsen Elementary, 1.00 FTE, MA+30 (4) $46, 405.00, effective for the 2006-2007 school year. (Replaces Becky Anderson) |
| Kim Englund | 1st Grade Teacher, S.G. Reinertsen Elementary, 1.00 FTE, MA+30 (4) $46,405.00, effective for the 2006-2007 school year. (Replaces Carol Ford) |
| Gary Jensrud | 5th Grade Teacher, S.G. Reinertsen Elementary, 1.00 FTE, MA (4) $40,190.00, effective for the 2006-2007 school year. (Replaces Karen Oothoudt) |
| Krisanne Kvernen | Spanish Teacher, High School, .8125 FTE, BA+10 (0) $25,080.25, effective for the 2006-2007 school year. (Replaces Guadalupe Steinert) |
| Kevin Mathison | Night Custodian, High School, A12 (3) $11.97 per hour, 8 hours per day, effective May 17, 2006. (Replaces Robert Haugen) |
| Wyatt Henderson | Night Custodian, High School, A12 (3) $11.97 per hour, 8 hours per day, effective May 15, 2006. (Replaces Scott Boothroyd) |
| Mary Rundquist | Paraprofessional, EIS, B21 (0-2) $12.22 per hour, 6.5 hours per day, effective May 23, 2006. (Replaces Elizabeth Vargas) |

**SUGGESTED RESOLUTION**: Move to approve the employment of Alissa Brambilla, Laura Murray, Kim Englund, Gary Jensrud, Krisanne Kvernen, Kevin Mathison, Wyatt Henderson and Mary Rundquist as presented.

RN/smw

**BUSINESS SERVICES MEMO #: B.06.033**

To: Dr. Larry P. Nybladh, Superintendent

From: Mark Weston, Assistant Superintendent of Business Services MW

Date: May 16, 2005

RE: Insurance Renewals

Attached please find a letter from Tom Quam of Bremer Insurance detailing his insurance proposal for the Moorhead School District.

Effective July 1, the school district's insurance packages will expire. Our current agent of record, Bremer Insurance, has provided the lowest quote and best coverage this year. Quotes were also received from Warner Insurance and Johnson & Johnson Insurance. I have asked Tom Quam of Bremer Insurance, to attend the regularly scheduled School Board meeting on May 22, 2006 to discuss the renewal premium and answer any questions you or the School Board may have.

Suggested Resolution: Move to approve the insurance packages as recommended by Tom Quam of Bremer Insurance.

MHW:mde
Attachment

BREMER
BANKING • INVESTMENTS • TRUST • INSURANCE

BREMER INSURANCE
701 ATLANTIC AVENUE
MORRIS, MINNESOTA 56267-1149
(320) 589-1026 · FAX (320) 589-1462

May 15th 2006

Dr. Larry Nybladh, Superintendent
Mr. Mark Weston, Assistant Superintendent of Business Services
ISD #152 Moorhead
2410 14th Street
Moorhead, MN 56560

Dear Dr. Nybladh, Mr. Weston, and School Board Members:

We are pleased to provide you with our renewal insurance proposal, as provided to us by the Minnesota School Board Association Insurance Trust. We'll compare for you the MSBAIT expiring and renewal insurance premium costs as well as changes made for your renewal insurance proposal.

| Coverage Description | Expiring Premium | Renewal Premium |
|---|---|---|
| Property Coverage | $139,761 | $123,060 |
| Liability Coverage | $ 28,188 | $ 14,820 |
| Crime Coverage | $ 1,712 | $ 1,054 |
| Inland Marine | $ 537 | $ 332 |
| Vehicle Fleet | $ 26,212 | $ 22,780 |
| Garage keepers Liability | Included | Included |
| Boiler & Machinery | $ 12,843 | $ 15,299 |
| Excess Liability | $ 10,298 | $ 6,998 |
| School Leaders E&O (AIG) | $ 23,063 | $ 16,796 |
| **Total Premium** | **$242,614** | **$201,139** |

Several changes were made from your expiring policy period that would have an effect on your renewal insurance premium costs. We'll review these changes with you.

**Property Changes:** To keep pace with inflation, you have increased your blanket real property limit by 5%. Thus your property blanket coverage limit has increased from $128,935,532 to a new limit of $132,205,059

**Liability Changes:** Student and employee populations account for your liability rating basis. There were several miner changes in the population counts this year. These changes would have had a small impact on your renewal liability premium.

**Auto Changes:** Many auto changes were made during your expiring policy period. As your auto policy is written on a **Fleet Automatic** basis, you do not have any additional charges when you add or delete vehicles. However, on renewal your premiums will vary because of these auto changes made during the year.

There are several important issues for you to consider as you choose your insurance providers. Please consider the following coverages provided for ISD #152 by MSBAIT.

MSBAIT specifically provides coverage for Sexual Abuse & Molestation exposures to loss under both the general liability and school leaders E&O forms. Many other insurers consider this to be an illegal activity and won't cover the perpetrator, the School District or any other entity involving an Abuse or Molestation type of claim. Continental Western for example now can provide School Leaders Errors and Omissions coverage, but they do not specifically address Abuse and Molestation exposures to loss.

MSBAIT provides you with Prior Acts coverage dating to 7-1-2000 under their School Leaders Errors & Omissions policy. If you are considering switching carriers, you should make certain that full prior acts coverages are in place. You should also make certain that the new insurer has all of the coverage forms and endorsements that MSBAIT has provided you. As you know from Moorhead Schools past claims, it is very important to have the best coverage possible, to prevent unpaid or undefended lawsuits.

There are other definite advantages for you to insure through MSBAIT. They have a blanket limit for all real and personal property, Sexual Abuse and Molestation coverage, and other miscellaneous coverages that are needed by your School District.

We asked St Paul/Travelers Companies provide us with a competitive proposal for ISD #152 this year. St Paul/Travelers would have quoted, but they have coverage limitations. The first problem is that they won't write School Leaders Errors and Omissions coverage, thus, we would have had to apply to AIG for Errors & Omissions coverage. Second, St Paul does not provide true blanket coverage. They have a blanket, but coverage is limited on each building to 110% of its stated value. For these two problems, we asked St Paul to discontinue their quotation efforts.

We also requested an auto quotation from Auto Owners Insurance Company. We rate this company in-house, and found they were not as competitive as the MSBAIT auto proposal. Thus we are not showing them as an option for your auto insurance buying consideration.

In review of our final pricing, our total premium cost has been reduced $41,475 or 17% as compared with your expiring policy period. In addition, all real property has been increased by 5%. As your property premium is where the vast bulk of your insurance cost is developed, your actual rate reduction this year is roughly 20%. This significant premium savings you will enjoy through MSBAIT is a result of price negotiation by our agency and lowered reinsurance costs charged to MSBAIT by their reinsures.

Our MSBAIT proposal is attached with our renewal proposal letter for your review. Let us know if you have any questions on the MSBAIT policy format as you review their proposal.

For your ease in reviewing the coverages provided by our agency, we are enclosing a summary of insurance coverages, generated by our computer system. If you see any coverage discrepancies in our proposal, please bring them to our attention

Thank your for placing your insurance business and trust with our agency! Your patronage of Bremer Financial Services is very much appreciated! Please let us know if you have any questions or need any additional information as you consider our proposal.

Sincerely,

Tom Quam
Bremer Insurance

**MEMO #:** **S-06-113**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: May 15, 2006

RE: First Reading of Policies

Attached please find the policies: Mission Statement (104), Policies Incorporated by Reference for Employees/Personnel (499), Tuition Fees (512), Medication (532), Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), Student Discipline (551), Policies Incorporated by Reference for Students (599), and Curriculum Selection and Review, Alternative Instruction and Instructional Resource Reevaluation (620), for your review.

LPN:mde
Attachments

Board Policies

## Mission Statement

**School Board Policy:** 104

**Date Adopted:** 11/11/1986

**Dates Reviewed:** 7/24/90
1/23/95
5/10/99
8/27/01

**Section:** 100 SCHOOL DISTRICT

**Date Revised:** 8/27/2001

I. PURPOSE

The purpose of this policy is to establish a clear statement for which the Moorhead ~~Public~~ Area Public Schools ~~District~~ exists.

II. MISSION STATEMENT

The mission of Moorhead Area Public Schools is to develop the maximum potential of every learner to thrive in a changing world.

Cross Reference:
Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools

Board Policies

## Policies Incorporated by Reference for Employees/Personnel

**School Board Policy:** 499

**Section:** 400 EMPLOYEE/PERSONNEL

**Date Adopted:** 10/13/2003

**Date Revised:** 5/9/2005

**Dates Reviewed:** 5/9/2005

I. PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. In order to avoid undue duplication, ~~the~~ Moorhead Area Public Schools ~~District~~ provides notice by this section of the application and incorporation by reference of the following policies found in other sections of this manual which apply to employees:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools
Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 221: School Board Policy Development, Adoption, Implementation, and Review
Moorhead School Board Policy 501: Equal Educational Opportunity
Moorhead School Board Policy 504: Protection and Privacy of Student Records
Moorhead School Board Policy 531: Communicable Disease Control and Infectious Conditions
Moorhead School Board Policy 532: Medication
Moorhead School Board Policy 533: Do Not Resuscitate/Do Not Intubate Orders (DNR/DNI)
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults
Moorhead School Board Policy 536: Wellness
Moorhead School Board Policy 540: Student Activities
Moorhead School Board Policy 544: Activities Fund Raising
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 553: Crises Intervention and Student Support
Moorhead School Board Policy 555: Notification to Staff Regarding Placement of Students with Violent Behavior
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 571: Hazing Prohibition
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 573: Tobacco-Free Environment
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy
Moorhead School Board Policy 630: School Year Calendar
Moorhead School Board Policy 632: Field Trips
Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities
Moorhead School Board Policy 710: School District Crisis Management
Moorhead School Board Policy 711: Severe Weather Related School Closings
Moorhead School Board Policy 712: Safety and Security Technology
Moorhead School Board Policy 722: School District Owned Vehicle Reservation
Moorhead School Board Policy 730: School District Copyright Policy
Moorhead School Board Policy 731: Moorhead Area Public Schools Information Network Acceptable Use and Safety
Moorhead School Board Policy 732: Use of All School Equipment and Materials for Instructional Purposes Off School Premises
Moorhead School Board Policy 822: Payroll Employment
Moorhead School Board Policy 823: Cashing Checks Out of Cash Deposits
Moorhead School Board Policy 824: Reimbursement for Travel, Professional Meetings and Conferences
Moorhead School Board Policy 832: Complimentary Athletic Season Passes/Single Event Passes
Moorhead School Board Policy 833: Disposition of Obsolete Equipment and Material
Moorhead School Board Policy 906: Public Solicitation in Moorhead Area Public Schools
Moorhead School Board Policy 907: Rewards

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees

are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Board Policies

## Tuition Fees

**School Board Policy:** 512

**Section:** 500 STUDENTS

**Date Adopted:** 9/13/1988

**Date Revised:** 9/26/2005

**Dates Reviewed:** 8/13/1991
7/6/1993
8/28/1995
8/26/1996
7/28/1997
8/10/1998
7/19/1999
6/26/2000
11/10/2003
9/26/2005

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I. PURPOSE

The Moorhead School Board will annually set fees for out of state students to attend Moorhead Area Public Schools based on the formula allowance and weights per pupil unit.

II. GENERAL STATEMENT OF POLICY

Tuition fees for full time students attending Moorhead Area Public Schools are as follows:

Kindergarten ~~$2,664~~ 2,771

Grades 1-~~5~~3 ~~$5,333~~ 5,546

Grades 4-~~6-8~~ ~~$5,070~~ 5,272

Grades ~~9~~7-12 ~~$6,218~~ 6,466

Special Education students and students attending under the Minnesota Attendance Options programs shall have financial arrangements based on state approved procedures.

Cross Reference:
Moorhead School Board Policy 511: Enrollment of Nonresident Students

Board Policies

## Medication

**School Board Policy:** 532

**Date Adopted:** 10/24/1989

**Dates Reviewed:** 11/23/1993
1/12/1998
11/12/01

**Section:** 500 STUDENTS

**Date Revised:** 11/12/2001

I. PURPOSE

The purpose of ~~administering medications in school is to assist students who require medication be taken during school hours to maintain an optimal state of health and therefore, enhance their educational program~~ this policy is to set forth the provisions that must be followed when administering medication to students at school.

II. GENERAL STATEMENT OF POLICY

The intent of this procedure is to assure safe administration of medications in school for those students who may require ~~them~~ medication during the school day. This procedure applies to both prescription medication or medicine that may be purchased without a prescription. The school district's licensed school nurse, trained health assistant, building administrator, teacher or other trained staff will administer medication in accordance with law and school district procedures.

III. REQUIREMENTS

1. No prescription medication or medicine that may be purchased without a prescription will be administered during the school day by school personnel unless prescribed by a licensed prescriber and an authorization is signed by the student's parent or guardian. An oral request must be submitted in writing within two school days. (Refer to Administrative Procedure 532.1.)

2. Administration of medication by school personnel must be done according to the written order of a licensed prescriber and the written authorization of a parent or guardian. Authorization forms for administration of medication are available at the ~~Principals'~~ building administrator's ~~O~~office or ~~H~~health ~~O~~office of each school. New request forms must be submitted on an annual basis or whenever there is a change in medication, dosage, or frequency of medication.

3. Prescription medication must be brought to school in a container with a label prepared by a pharmacist. Medication that may be purchased without a prescription must be brought to school in the original container labeled with the student's name and dosage.

4. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the medication.

5. The ~~principal~~ building administrator in each building shall direct the licensed school nurse to ensure that the procedural safeguards and records contained in this policy and required by law are followed prior to administration of any drugs or medicine. Unless the licensed prescriber authorizes otherwise, injected medications will be given by the licensed school nurse or other trained staff. ~~The exception would be an emergency such as severe allergic reaction (e.g. bee sting) during which other trained school personnel may give the medication.~~

5. When the student can demonstrate proper administration of the medication and if the student, his/her parent/guardian, physician and licensed school nurse, agree it is appropriate for the student to self-administer the medication, the student will be allowed to carry and self-administer the medication. Prior to any self-medication program, the student needs to be knowledgeable about his/her specific health condition and the medications used to manage his/her condition. Questions regarding any student observed by school personnel self-administering medication should be referred to the school nurse.

6. The administration of medication to pupils on field trips, and during extracurricular activities shall be done as follows:

- If the student is to self-administer medication, the same procedure shall be in effect as for the regular school day.
- Any medication to be administered to a pupil while on a field trip or during extracurricular activities will be kept in the possession of an adult assigned to administer the medication and accompanying a student on the trip.
- All medication must be clearly marked with the student's name, the medication name, and directions as to the dosage, time and method of administration.

7. For each student whose health condition requires a prescribed emergency medication, a written ~~Individualized Health~~ Emergency Plan will be formulated by the parent, student, teacher and licensed school nurse. The plan shall include the written order of the student's physician and should identify which trained school personnel can give emergency medication to the student.

IV. SPECIFIC EXCEPTIONS

~~8~~1. Special health treatments such as catheterization, tracheotomy suctioning, and gastrostomy feeding do not constitute administration of drugs or medicine. Such treatments are delegated medical functions. The treatments require a physician's written order, written parent permission and should be included in the student's Individualized Health Plan.

2. Medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;

b. the inhaler is properly labeled for that student; and

c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year.

The school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

3. Medications:

a. that are used off school grounds;

b. that are used in connection with athletics or extracurricular activities; or

c. that are used in connection with activities that occur before or after the regular school day

are not governed by this policy.

4. Prescription nonsyringe injectors of epinephrine, consistent with state law, if the parent and prescribing medical professional annually inform the pupil's school in writing that:

a. the pupil may possess the epinephrine; or

b. the pupil is unable to possess the epinephrine and requires immediate access to nonsyringe injectors of epinephrine that the parent provides, properly labeled, to the school for the pupil as needed.

5. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the

district has received a written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The district may revoke a student's privilege to possess and use nonprescription pain relievers if the district determines that the student is abusing the privilege. This section does not apply to the possession or use of any drug or product containing ephedrine or pseudoephredrine as its sole active ingredient or as one of its active ingredients.

Legal References:
Minnesota Statute 13.~~02, subd. 8 (Students Records Regarding Health)~~ 32 (Student Health Data)
Minnesota Statute 121A.22 (Administration of Drugs and Medicine)
Minnesota Statute 121A.21 (Hiring of Health Personnel)
Minnesota Statute 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minnesota Statute 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minnesota Statute 121A.2205 (Possession and Use of Nonsyringe Injectors of Epinephrine)
Minnesota Statute 151.212 (Label of Prescription Drug Containers)
20.U.S.C. 140~~1~~0, et seq. (IDEA)
29 U.S.C. 794 et seq. (Section 504)

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

Board Policies

## Mandated Reporting of Child Neglect or Physical or Sexual Abuse

**School Board Policy:** 534

**Section:** 500 STUDENTS

**Date Adopted:** 5/27/1986

**Date Revised:** 6/13/2005

**Dates Reviewed:** 12/1/90
2/11/92
4/13/98
6/10/02
4/12/04
6/13/05

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

III. DEFINITIONS

A. "Child" means one under age 18.

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

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

D. "Neglect" means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

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

3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering other factors such as the child's age, mental ability, physical condition, length of absence, environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;

4. failure to ensure that a child is educated in accordance with state law which does not include a parent's refusal to provide his or her child with sympathomimetic medications;

5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, or medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance;

6. medical neglect as defined by Minnesota Statute 260C.007, ~~s~~Subd. 4, clause (5);

7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child's basic needs and safety;

8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

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

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. 609.02, subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minnesota Statute 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statute 121A.58.

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

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

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

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

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

IV. REPORTING PROCEDURES

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

B. All e~~E~~mployees of Moorhead Area Public Schools shall be responsible for reporting pursuant to this section.~~; including but not limited to:~~
~~Administrators~~
~~Counselors~~
~~Teachers~~
~~Substitute Teachers~~
~~Principals~~
~~Speech Clinicians~~
~~Superintendents~~
~~School Nurse/Health Tech.~~
~~School Board Members~~
~~Bus Drivers~~
~~Social Workers~~
~~Secretaries~~
~~Psychologists~~
~~Custodians~~
~~Child Care Staff/Paraprofessionals~~
~~Coaches~~
~~Occupational Therapists/Occ. Therapist Assistants~~
~~Food Service Personnel~~
~~Supervisors of Students~~

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

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

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

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

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

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

~~2~~E. ~~After an oral report has been made, a written report must be made to Clay County Social Services within 72 hours.~~ Forms for reporting child abuse or neglect (Administrative Procedure 534.1) are located in each building administrator's office and on the district's Web site (www.moorhead.k12.mn.us). A copy of the written report will be given to building administration. A copy of the report of child abuse or neglect must be kept in a confidential file and shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction. Copies of abuse reports are not to be kept in a student's cumulative file.

~~D~~F. A person mandated by Minnesota law and this policy to report, who fails to report, may be subject to criminal penalties and/or discipline, up to and including termination of employment.

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

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

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

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

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

V. INVESTIGATION

A. ~~Responsible Reporter~~

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

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

~~3. The decision to report is the responsibility of the individual employee. Consultation with the designated administrator or other school personnel must not inhibit the individual from reporting.~~
The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

~~B. Reporting Process~~

~~Point of Information~~

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

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

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

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

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

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

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

~~I. Follow-Up Procedures~~

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

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

~~2. Secondary: After the report has been made, the reporter may confer with the building administrator to consider which staff members need to be informed. The building administrator will notify the school social worker, school counselor and school psychologist as appropriate.~~

~~3. Testimony: Staff members (teachers, designated administrators, support personnel, etc.) who might be required to testify in court or meet with the Child Protection Team or law enforcement personnel will be released from school to do so. The staff member may request that the building administrator or other appropriate staff member accompany him/her to such meetings. Consideration shall be given to accessing legal services. Contact the Superintendent's Office~~

~~or designated assistant for further information. Appropriate substitutes will be provided by the school district if such meetings are scheduled during school hours. In order to be prepared for such testimony, it is helpful to document information such as observations, comments made by child, dates, etc.~~

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. POLICY AWARENESS

A. Staff Inservice - Each building administrator or designee will review the policy and procedures with staff prior to the opening of school or prior to beginning employment.
B. Prevention and Awareness - Each building administrator shall ensure that prevention awareness and personal body protection are addressed by classroom teachers through guidance, utilization of resource persons and appropriate curricular areas.
C. Community Awareness - 1) Policy provisions II. A, B and C will be published in the back to school newsletter each fall; and, 2) A copy of provisions II. A, B and C will be posted in each school building and included in each school handbook or placed in a parent newsletter. The policy is also accessible on the district's web site.
D. This policy shall be reviewed at least annually by the Moorhead School Board for compliance with state law.

Legal References:
Minnesota Statute 626.556 *et seq.* (Reporting of Maltreatment of Minors)
Minnesota Statute 121A.58 (Corporal Punishment)
Minnesota Statute 121A.582 (Student Discipline; Reasonable Force)
Minnesota Statute 121A.67 (Aversive and Deprivation Procedures
Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)
Minnesota Statute 245.825 (Use of Aversive or Deprivation Procedures)
Minnesota Statute 260C.007, Subd. 4, clause (5) (Child in Need of Protection)
Minnesota Statute 609.02, Subd. 6 (Definitions - Dangerous Weapon)
Minnesota Statute 609.341, Subd. 10 (Definitions - Position of Authority)
Minnesota Statute 609.341, Subd. 15 (Definitions - Significant Relationships)
Minnesota Statute 609.379 (Reasonable Force)
20 U.S.C. 1232g (Family Educational Rights and Privacy Act)

Cross References:
Moorhead School Board Policy 504: Protection and Privacy of Student Records
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults
Moorhead School Board Policy 551: Student Discipline
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Board Policies

## Student Discipline

**School Board Policy:** 551

**Section:** 500 STUDENTS

**Date Adopted:** 6/13/1989

**Date Revised:** 6/13/2005

**Dates Reviewed:** 7/28/1992
6/28/1994
6/8/1998
6/11/2001
5/13/2002
6/9/2003
6/14/2004
6/13/2005

I. PURPOSE

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

The purpose of this policy is to ensure that students are aware of and comply with the district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

General Statement of Policy

It is the goal of the Discipline Handbook to promote growth in self-discipline and responsibility. In addition to state and federal law, it is understood that rules and regulations will be necessary. To be useful, they must be clearly understood by everyone involved, administered consistently and fairly, with consequences which are appropriate to the problem. While the Discipline Handbook developed within Moorhead Area Public Schools will relate to activities within the school setting, the ultimate responsibility for growth in self-discipline is a cooperative effort of students, school personnel, home, and community. Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to student achievement.

Although this policy emphasizes the development of self discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. It is the position of the school district that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes 121A.40-121A.56.

II. RIGHTS AND RESPONSIBILITIES OF STUDENTS

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

RIGHTS OF STUDENTS
Every student has the right...

1. To citizenship in the school community as granted by the U.S. Constitution and the State of Minnesota. Civil rights may not be abridged, obstructed, or in any other way altered, except in accordance with due process of law.

2. To freedom from harassment due to gender, religion, culture, disability, race, sexual orientation, and/or age and to seek redress of such infractions by reporting such harassment to a ~~principal~~ building administrator, counselor, teacher, or other school official.

3. To fair, consistent uniformity of application of rules without discrimination or bias within the learning environment.

4. To air grievances, problems and concerns through legitimate channels and to propose changes in rules or policy through channels provided by the schools for all students.

5. To express opinions and feelings as well as criticisms without violating the rights of others and to make choices through appropriate means.

6. To privacy regarding school records consistent with legal requirements.

7. To privacy and security in his/her persons, papers, and effects.

8. To be informed orally or in writing of any disciplinary charges and corrective measures in a manner consistent with the Pupil Fair Dismissal Act.

9. To be allowed to present his/her version of an incident in question in a fair hearing before any consequences are determined.

10. To expect a safe, stimulating, and productive learning environment without interruptions, disruptions, or distractions from within or without the classroom setting.

11. To have equal access to student activities and organizations.

12. To be informed of all policies, rules, and regulations he/she shall be expected to follow in the classroom, building, and district via an easily understood form using written, visual, and oral approaches as necessary.

13. To homebound instruction when extended absence is due to medical reasons.

14. To make up within prescribed timelines work missed during any excused absence without discrimination or harassment.

15. To be treated with dignity and respect by all members of the school community.

16. To avail himself/herself of the counseling services provided by the school district.

17. To choose his/her own manner of dress and personal grooming unless it presents a clear danger to students' health and safety, causes a clear interference with work, creates disorder in the learning environment, promotes illegal activities, or interferes with the rights of other students.

18. To expect authority to protect these rights.

RESPONSIBILITIES OF STUDENTS
Every student has the responsibility...

1. To assist in efforts to establish and maintain a safe, stimulating, and productive learning environment in the school society.

2. To abide by accepted standards of good conduct and discipline while participating in any school function or activity and while going to and from school, whether riding on public or private conveyance, or walking.

3. To know and comply with school rules and regulations and school district policies established by the Moorhead

School Board.

4. To refrain from disruptive behavior which may interfere with a teacher's right to teach and a student's right to learn.

5. To attend regularly scheduled class sessions as established by the schools.

6. To bring class materials required for daily classroom use and to complete assigned class work on time and according to instructions given by teacher.

7. To accept the authority of school personnel on school property, during school-sponsored off-campus events and on school transportation.

8. To follow policy and regulations during school-sponsored activities in or away from school regardless of time or place.

9. To obey all safety regulations in the educational setting.

10. To use appropriate language and to avoid cursing, profanity, or vulgarity.

11. To refrain from the use or threat of physical force, verbal abuse, threats, blackmail, the use, sale, or exchange of alcohol or any illegal drugs, smoking, stealing, vandalism, and other illegal activities.

12. To refrain from bringing onto school property or to school-sponsored events any materials or items which would cause, or tend to cause, a disruptive activity or endanger the health of students or other persons. Students should note that lockers are school property and may be searched without cause or notice. Searches may be conducted under the authorization of the ~~principal~~ building administrator or a representative designated by the ~~principal~~ building administrator. Search of an area assigned to a student shall be made in the presence of an adult witness and, if practicable, in the presence of the student. Illegal items will be seized by school authorities, and police will be notified. Items which are used to disrupt or interfere with the educational process will be removed from the student's possession.

13. To discuss grievances, problems, or concerns with school staff.

14. To report to a school official any incidents of harassment, bullying, hazing or illegal activity.

III. SCHOOL AND COMMUNITY RESPONSIBILITIES

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

SCHOOL BOARD RESPONSIBILITIES

1. To establish a discipline policy for the Moorhead Area Public Schools.

2. To hold the appropriate school employees responsible for the supervision of the behavior of students while legally under the supervision of the school.

3. To ensure the fair and consistent application of the Discipline Handbook.

4. To require that each ~~principal~~ building administrator, teacher, bus driver or other employee having direct responsibility for student behavior will prepare or agree to a plan for discipline that meets their needs and meets the approval of their immediate supervisor or administrator.

PARENT/GUARDIAN RESPONSIBILITIES

1. To assume the legal responsibility for the behavior of their son/daughter.

2. To teach the student self-discipline and respect for authority.

3. To familiarize themselves and their children with the Discipline Handbook, building handbooks, and other regulations.

4. To see that the student is ready to learn and has the necessary supplies.

5. To see that the student attends school regularly at the appointed time and to notify the school whenever their son/daughter is or will be absent.

6. To help maintain communication with the school by bringing matters of concern to the attention of the ~~principal~~ building administrator, the teacher, a guidance counselor, school nurse, or other appropriate school personnel.

7. To provide the school with a current telephone number and address through which the parent/guardian can be reached during the school day.

8. To cooperate with the school for the benefit of the student and to be available to meet with school officials when requested.

CENTRAL ADMINISTRATION RESPONSIBILITIES

1. To give counsel, advise, and to give firm support to the teachers and building administrator.

2. To require that all schools follow the school Discipline Handbook in accordance with established policy.

3. To ensure the consistency of the application of the Discipline Handbook, the written discipline plans, and regulations in the school system.

4. To keep on file and annually disseminate up-to-date copies of the Moorhead Area Public Schools Discipline Handbook.

5. To keep the superintendent informed of serious behavior problems and of the assistance given in correcting problem situations.

6. To notify all personnel in writing of their responsibilities relating to student behavior.

BUILDING ADMINISTRATOR RESPONSIBILITIES

1. To be responsible to the ~~s~~Superintendent in implementing the established discipline policy and building discipline plans.

2. To establish and implement rules and regulations governing conduct of students which are consistent with the Minnesota statutes and ~~s~~School ~~b~~Board policies.

3. To ensure that individual teachers have agreed-upon discipline plans.

4. To be readily available to handle discipline in an emergency.

5. To appoint a designee from the certified staff to assume authority in the building administrator's absence.

6. To delegate appropriate duties to the assistant ~~principal~~ building administrator.

7. To be responsible for informing students, parents or guardians, and community groups of the current rules and

regulations.

8. To be responsible for discussion of the rules, rights, and responsibilities with students during their first week of school.

9. To impose suspension consistent with the Minnesota Pupil Fair Dismissal Act.

10. To recommend to the ~~s~~Superintendent the exclusion or expulsion of a student if necessary.

11. To assure that all system wide regulations and school rules regarding discipline are applied consistently.

12. To take prompt corrective action for referred violations of discipline regulations.

13. To inform the parent/guardian and involved staff members, when appropriate, of actions taken for referred violations.

14. To inform the parent/guardian, upon request of measures taken to insure student's rights and safety.

15. To report all illegal activities to appropriate authority as required by law or as necessary to maintain school discipline and order.

16. To take responsibility for and custody of a pupil removed from class.

17. To confer at least annually with the licensed employees in a school building to review the Discipline Handbook and discuss whether its provisions have been enforced.

TEACHER RESPONSIBILITIES

1. To encourage all students to develop self-discipline and respect for authority.

2. To treat all students with dignity.

3. To recognize individual differences among students.

4. To prepare a classroom management plan that meets his/her needs and confer with the ~~principal~~ building administrator regarding the acceptability of the plan as it relates to the school's discipline philosophy, model and school district policy. Teachers will post and inform students and parents of classroom expectations.

5. To inform parents/guardians through standardized notification of student deficiency.

6. To ensure the enforcement of school rules as listed in the student handbook.

7. To exercise restraint, good taste in their expression and refrain from the use of inappropriate expressions.

8. To use such reasonable measures as may be necessary to maintain a safe and orderly environment in the classroom, in the school building, on school property, and at school functions. A teacher has the authority to remove pupils from the classroom pursuant to procedures and rules established in the district's policy. (See Standards of Conduct)

9. To record and report classroom discipline problems to the building administrator.

10. To confer with support personnel for possible solutions to discipline problems.

11. To establish behavior/discipline guidelines for all students on field trips, and require adherence to those guidelines by all school employees and volunteers.

ALL OTHER SCHOOL PERSONS WITH RESPONSIBILITY FOR STUDENT CONDUCT

1. To maintain discipline according to all rules and regulations as outlined in the district Discipline Handbook and all Building Handbooks.

2. To communicate or confer with teachers or administrators regarding discipline problems.

3. To deal with students in a firm, fair, and consistent fashion.

IV. DISCIPLINARY ACTION OPTIONS

It is the general policy of the school district to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including suspension, exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district.

Disciplinary action may include but is not limited to one or more of the following:

1. Student Conference - The conference may be with a teacher, ~~principal~~ building administrator, counselor, or other school district personnel. Depending upon the violation and the seriousness of the action, a student may be given a warning that if a violation occurs again, the student's parents or guardians will be notified.

2. Parent Notification or Conference - If a student violates a rule, the parent or guardian may be notified and/or a conference may be required.

3. Detention - A teacher, ~~principal~~ building administrator, or designee may detain a pupil after school for correction of a violation, including tardiness to class. Any pupil who is told by a teacher to report after school and who, for any reason, cannot report, must first clear the absence with the teacher, principal, or designated representative.

4. Removal From Class - "Removal from class" and "removal" means any action taken by teacher, ~~principal~~ building administrator, or other school district employee to prohibit a pupil from attending a class or activity period for a period of time not to exceed five days, pursuant to procedures established in the school district Discipline Handbook adopted by the School Board. "Class period" or "activity period" means, in secondary grades, instruction for a given course of study. A class period or activity period means, in elementary grades, a period of time not to exceed one hour, regardless of the subject of instruction.

5. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, ~~principal~~ building administrator, or other school district employee to prohibit a student from attending a class or activity for a period of time not to exceed five (5) days, pursuant to this discipline policy.

6. Grounds for Removal - Grounds for removal from class shall include any of the following:

1) Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2) Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3) Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4) Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

7. Permanent Removal from a Single Class - "Permanent removal" means the action taken by a ~~principal~~ building administrator to prohibit a student from attending a class period or activity period for the remainder of the semester or year. An alternative means of earning the credit will be provided.

8. Suspension

1) Suspension means an action taken by the school administration prohibiting a pupil from attending school for a period of time no more than ten consecutive school days. If a suspension is longer than five days, the suspending administrator must provide the ~~s~~Superintendent with reason for the longer suspension. This definition does not apply to dismissal from school for one school day or less, except as provided in federal law for a student with a disability.

2) If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3) Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission and may not be used to extend the current suspension. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

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

The requirements of the individual education program team meeting to review the manifestation determination (a process to investigate whether there is a relationship between the student's action and disability) apply when:

(1) the parent requests a meeting;

(2) the student is removed from the student's current placement for five or more consecutive days; or

(3) the student's total days of removal from the student's placement during the school year exceed ten cumulative days in a school year. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. A separate administrative conference shall be conducted for each period of suspension.

(4) the removal constitutes a change of placement;

The manifestation review must be conducted by the IEP team and other qualified personnel within ten (10) days of the district's disciplinary decision. Parents must be notified of all procedural safeguards at the time the disciplinary decision is made.

The IEP team must be convened to develop a Functional Behavioral Assessment (FBA) within ten (10) business days of removing a student for the 11th cumulative day in a school year or after a change of placement for disciplinary reasons. If the student already has a FBA, the IEP team will need to review the student's Behavioral Intervention Plan (BIP).

As soon as practicable after developing a FBA plan and completing the FBA (but not more than 30 school days), the IEP team must meet to develop a BIP as appropriate.

If the student with an IEP is placed in a 45 day unilateral placement, a FBA/BIP will be completed or modified. An FBA/BIP or modification of existing plans will be conducted when the student's behavior has been determined to be a manifestation of the student's disability.

The school administration shall implement alternative educational services when the suspension exceeds five (5) days.

Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessment, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statute Section 123A.05 selected to allow the pupil to progress toward meeting Minnesota Graduation Standards under Section 120B.02 although in a different setting. The alternative education setting is determined by the IEP team. A student with a disability or an IEP can be placed in a 45 school day interim alternative educational setting if at a school/premise the student possesses a weapon, knowingly possesses/uses illegal drugs or inflicts serious bodily injury upon another person.

Suspension procedures:

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

2) Administrator notified pupil of grounds for suspension - At the informal administrative conference, a school administrator shall notify the pupil on the grounds for the suspension, provide an explanation of the evidence the authorities have, and the pupil may present the pupil's version of the facts. A separate administrative conference is required for each period of suspension.

3) Written notice of grounds for suspension - A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of Minnesota Statute Sections 121A.40 to 121A.56 shall be personally served upon the pupil at or before the time the suspension is to take effect, and upon the pupil's parent or guardian by mail within 48 hours of the conference (Administrative Procedure 551.1). The district shall make reasonable efforts to notify the parents of the suspension by telephone as soon as possible following suspension. In the event a pupil is suspended without an informal administrative conference on the grounds that the pupil will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the pupil and the pupil's parent or guardian within 48 hours of the suspension. Service by mail is complete upon mailing.

4) Suspension pending expulsion or exclusion - Not withstanding the provisions of subdivisions 1 and 3, the pupil may be suspended pending the school board's decision in the expulsion or exclusion hearing; provided that alternative educational services are implemented to the extent that suspension exceeds five days.

9. Expulsion or Exclusion - 1) "Expulsion" means a ~~s~~School ~~b~~Board action to prohibit an enrolled student from further attendance for up to 12 months from the date the pupil is expelled. The authority to expel rests with the ~~s~~School ~~b~~Board.

2) "Exclusion" means an action taken by the ~~s~~School ~~b~~Board to prevent enrollment or reenrollment of a pupil for a period that shall not exceed beyond the current school year. The authority to exclude rests with the ~~s~~School ~~b~~Board.

3) All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56.

4) No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5) The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).

6) The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.

7) All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.

8) The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9) The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The ~~s~~School ~~b~~Board may appoint an attorney to represent the school district in any proceeding.

10) If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11) All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12) At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13) The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14) The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15) The student cannot be compelled to testify in the dismissal proceedings.

16) The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the ~~s~~School ~~b~~Board and served upon the parties within two (2) days after the close of the hearing.

17) The ~~s~~School ~~b~~Board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The ~~s~~School ~~b~~Board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the sSchool ~~b~~Board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

18) A party to an expulsion or exclusion decision made by the ~~s~~School ~~b~~Board may appeal the decision to the Commissioner within twenty-one (21) calendar days of ~~s~~School ~~b~~Board action pursuant to Minn. Stat. 121A.49. The decision of the ~~s~~School ~~b~~Board shall be implemented during the appeal to the Commissioner.

19) The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20) The school district shall report each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report shall include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The dismissal report must include state student identification numbers of affected students.

21) Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

22) The school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

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

11. Referral to Learner Support Services - A student who has not been determined to be eligible for special education but is suspected of having a disability and in need of special education, may be referred to the Special Education Child Study Team at his/her school. If the student is evaluated and found to have a disability and also found to be a student in need of specialized instruction as identified in an IEP, the team will consider if a behavioral intervention plan or other behavioral supports are appropriate.

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

Restorative Discipline Measures:

a) Restorative Discipline is a type of discipline that seeks to restore damages made by the offending student. A reasonable followup to a destructive action may be to try to restore, replace, repair, cleanup or apologize, as the situation may dictate.

b) Restorative Justice is a process whereby all the parties with a stake in a particular offense come together to resolve collectively how to deal with the aftermath of the offense and its implications for the future. A restorative process consists of a face-to-face encounter in the presence of a trained facilitator. The affected parties are brought together by a facilitator to discuss how they and others have been harmed by the incident and how that harm might be repaired. Participants include the victim, the offender, individuals who support each of them and others who have been affected by the incident. Participation in the process is voluntary on the part of the victim or offender. This process is used in conjunction with the Clay County Restorative Justice Program.

13. Corporal Punishment

1. "Corporal punishment" means conduct involving:

(1) hitting or spanking a person with or without an object; or

(2) unreasonable physical force that causes bodily harm or substantial emotional harm.

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

14. Use Reasonable Force

(1) A teacher or ~~school principal~~ building administrator, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

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

V. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, ~~principal~~ building administrator or other school district officials may provide additional notification as deemed appropriate.

VI. STUDENT DISCIPLINE RECORDS

It is the policy of the school district that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. A student's formal disciplinary record will be transferred to any private or public school where a student is enrolling, or seeking to enroll full time or part time. The transmittal must confirm with the Family Educational Rights and Privacy Act (FERPA). A student's expulsion, withdrawal or transfer from a school resulting from a weapons violation may only be disclosed to another school district relating to the admission of the student, unless the information is otherwise public.

VII. DISABLED STUDENTS

Students who are currently identified as disabled under IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 Plan specified a necessary modification.

VIII. STANDARDS OF CONDUCT

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

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

A. Willful violation of any rule of conduct specified in the discipline policy adopted by the ~~s~~School ~~b~~Board;

B. Willful conduct materially and substantially disrupting the rights of others to an education; and,

C. Willful conduct which endangers school district employees, the pupil or other pupils, or the property of the school.

Discipline should not be confused with punishment. The goal of discipline is a self-disciplined individual, with mature attitudes and socially acceptable standards of conduct. Disciplinary policies within the public schools shall be enforced

within the general guidelines as set forth below. These guidelines describe clearly the various administrative actions which will be taken for violations of the law and the school district standards of behavior.

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

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

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

VIOLATIONS AGAINST PERSONS AND MINIMUM CORRECTIVE ACTIONS

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

1. ASSAULT - IN POSSESSION OF WEAPON: A student who threatens bodily harm or death to another without material physical contact while in possession of a weapon.
- Parent/Guardian notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the ~~s~~Superintendent for expulsion for a period of time not to exceed one year.

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

3. BULLYING: "Bullying" means any written or verbal expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to one or more students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance.
- Student conference
- Parent/Guardian notification

4. DIRECT ATTACK ON ANOTHER PERSON -
Students in grades K-5:
- Parent/Guardian conference
-1-5 day suspension
Students in grades 6-12:
- Parent/Guardian conference
- 5-day suspension
- Recommendation to the ~~s~~Superintendent for expulsion for a period of time not to exceed one year.
- Notification of police.

5. DIRECT ATTACK WITH A WEAPON
- Parent/Guardian notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the ~~s~~Superintendent for expulsion for a period of time not to exceed one year.

6. DISRESPECTFUL LANGUAGE: Disrespectful language directed toward another person.
- Student conference

7. DISRUPTIVE BEHAVIOR IN THE CLASSROOM: "Disruptive Behavior" is defined as:
A. Willful conduct that significantly disrupts the right of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
B. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school; and
C. Willful violation of any rule of conduct specified in the Discipline Handbook adopted by the ~~s~~School ~~b~~Board.
- Removal from class
- Parent/Guardian/Teacher conference prior to return

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

9. HARASSMENT: Harassment is participating in or conspiring with others to engage in harassing acts that injure, degrade, or disgrace other individuals. Harassment, whether willful or otherwise, includes offensive behavior relating to gender, religion, culture, disability, race, sexual orientation, and/or age.
- Student conference
- Detention
- Notification of parents or guardians
- Notification of Title IX officer in cases of repeated sexual harassment.

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

11. INTERFERENCE/OBSTRUCTION: "Interference" or "obstruction" means any action taken to attempt to prevent a staff member from exercising his or her legally assigned duties.
- Parent/Guardian conference
- Suspension

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

- Parent/Guardian notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the ~~s~~Superintendent for expulsion for a period of time not to exceed one year.

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

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

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

weapon.

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

13. VERBAL ABUSE: Verbal assaults, or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people.
- Parent/Guardian conference
- Suspension

VIOLATIONS AGAINST PROPERTY AND MINIMUM CORRECTIVE ACTIONS

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

1. ARSON: This is the intentional destruction or damage to any school building or property by means of fire or explosive.
- Immediate notification of legal authorities
- Suspension
- Parent/Guardian conference

2. FALSE FIRE ALARMS
- Immediate notification of legal authorities
- Suspension
- Parent/Guardian conference

3. ROBBERY OR EXTORTION: This refers to the obtaining of property from another person where his or her consent was induced by a use of force.
- Notification of legal authorities
- Suspension
- Parent/Guardian conference

4. THEFT: PERSONAL PROPERTY: This means the unauthorized taking of and/or the unauthorized possession of the property of another person.
- Notification of legal authorities
- Suspension
- Restitution
- Parent/Guardian conference

5. THEFT OR UNAUTHORIZED POSSESSION OF SCHOOL PROPERTY: This refers to the unauthorized taking of and/or the unauthorized possession of school property.
- Notification of legal authorities
- Suspension
- Restitution
- Parent/Guardian conference

6. UNAUTHORIZED USE OF SCHOOL PROPERTY FOR NON-SCHOOL ACTIVITIES
- Notification of legal authorities
- Parent/Guardian conference

7. WILLFUL DAMAGE OF SCHOOL PROPERTY OR OF THE PROPERTY OF OTHERS: "Willful damage" is the intentional cutting, defacing, or damage of any property, real or personal belonging to the school district, or to any individual within the school setting.
- Notification of legal authorities
- Suspension
- Restitution
- Parent/Guardian conference

OTHER VIOLATIONS AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, administration retains the right to use any and all of the corrective actions as described in Section IV as fitting in a particular disciplinary situation.

1. ALCOHOL: This refers to the possession, use, or being under the influence of any alcoholic product while on the school grounds or at school sponsored activities.
- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent/Guardian conference
- Suspension from attending school-related activities as detailed below.

In addition, any student in possession, use or being under the influence of any alcoholic product while at a school-sponsored activity:

- 1st violation - The student will not be allowed to attend any school-sponsored activity for two weeks,

- 2nd violation - The student will not be allowed to attend any school-sponsored activity for six (6) weeks.

- 3rd violation - The student will not be allowed to attend any school-sponsored activity for 12 weeks.

- 4th violation - The student will not be allowed to attend any school-sponsored activity for the remainder of the school year.

2. DANGEROUS DRUGS/CONTROLLED SUBSTANCES: This refers to the possession, sale, distribution, or use of any controlled substances as defined in Minnesota Statute 152.02 while on the school grounds or at school sponsored events.
- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent/Guardian conference

3. DISORDERLY CONDUCT: "Disorderly Conduct" refers to engaging in offensive, obscene, or abusive language or in boisterous and noisy conduct tending to arouse alarm, anger, or resentment in others.
- Student conference
- Parent/Guardian conference

4. GAMBLING: "Gambling" is defined as the playing of a game of chance for stakes.
- Student conference
- Parent/Guardian conference

5. TOBACCO - POSSESSION: Possession of any tobacco product by a student while on the school grounds or at school-sponsored events.
- Referral to legal authorities
- Parent/Guardian conference

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

VIOLATIONS AGAINST SCHOOL ADMINISTRATIVE PROCEDURE AND MINIMUM CORRECTIVE ACTIONS

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

1. CHRONIC AND UNEXCUSED ABSENTEEISM
- Parent/Guardian/Student Conference
- Detention

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

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

4. DEFIANCE OF AUTHORITY: This is defined as willful refusal to follow the legal direction/order given by a staff member.
- Suspension
- Parent/Guardian conference

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

6. MISBEHAVIOR ON SCHOOL BUS
Elementary (K-5)
1st offense -- Warning
2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parents.
3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parents.
4th offense -- 10 day suspension from riding the bus/meeting with parents.
Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

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

Middle School and Secondary (6-12)
1st offense -- Warning
2nd offense -- 5 day suspension from riding the bus/conference (meeting/phone) with parents.
3rd offense -- 10 day suspension from riding the bus/conference (meeting/phone) with parents.
4th offense -- 20 day suspension from riding the bus/meeting with parents.
5th offense -- Suspended from riding the bus for the remainder of the school year.

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

7. RECORD AND IDENTIFICATION FORGERY: This category includes falsifying signatures or data as well as refusal to give proper identification when requested to do so by a staff member.
- Parent/Guardian conference
- Detention

8. SEVERE MISBEHAVIOR OR CONTINUED DISORDERLY CONDUCT ON SCHOOL BUS
- Denial of transportation on school bus according to district policy

9. STUDENT ATTIRE: This refers to student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise

derogatory to a protected minority group or which connotes gang membership.
- Student conference

10. TRESPASSING: This refers to persons physically present on a school campus or at a school activity after being requested to leave by the ~~school principal~~ building administrator or other person lawfully responsible for the control of said premises.
- Warning
- Referral to legal authorities
- Parent/Guardian conference

11. WILLFUL DISOBEDIENCE: "Willful Disobedience" is defined as any refusal to follow published school rules and regulations.
- Student conference

IX. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Options Program (Minn. Stat. 124D.03) or Enrollment in Nonresident District (Minn. Stat. 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 (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of sixteen (16) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

X. DISTRIBUTION OF POLICY

The Discipline Handbook is distributed to all students at the beginning of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each building administrator's office and the district Web site (www.moorhead.k12.mn.us).

XI. REVIEW OF THE POLICY

The ~~principal~~ building administrator or other person having general control and supervision of the school, and representatives of parents/guardians, students and staff in a school building shall confer at least annually to review the discipline policy and to assess whether the policy has been enforced. The Moorhead School Board must conduct an annual review of the districtwide discipline policy.

Legal References:
Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)
Minnesota Statute 120B.02 (Educational Expectations for Minnesota's Students)
Minnesota Statute 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minnesota Statute 121A.05 (Referral to Police)
Minnesota Statute 121A.25-121A.29 (Chemical Abuse)
Minnesota Statute Sections 121A.40 to 121A.56 (The Pupil Fair Dismissal Act)
Minnesota Statute 121A.44 (Expulsion for Possession of Firearm)
Minnesota Statute 121A.69 (Hazing Policy)
Minnesota Statute 123A.05 (Area Learning Center Organization)
Minnesota Statute 124D.03 (Enrollment Options Program)
Minnesota Statute 124D.08 (School Boards' Approval to Enroll in Nonresident District)
Minnesota Statute 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minnesota Statute Chapter 260A (Truancy)
Minnesota Statute 609.605 (Trespass)
Minnesota Statute 609.02, Subd. 6 (Definition of Dangerous Weapon)
20 U.S.C. Sec. 1232g et. seq. (Family Educational Rights and Privacy Act (FERPA))
20 U.S.C. 1401 et. seq. (Individuals with Disabilities Education Act (IDEA))
20 U.S.C. 7101-7144 (Safe and Drug Free Schools and Communities Act)
34 C.F.R. Secs. 99.1-99.67 (Family Educational Rights and Privacy)
41 U.S.C. 701-707 (Drug-Free Workplace Act)

No Child Left Behind Act, Section 4141

Cross References:
Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 515: School District Student Attendance
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 571: Hazing Prohibition
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 573: Tobacco-Free Environment
Moorhead School Board Policy 574: Search of Student Lockers, Desks, Personal Possessions, and Student's Person
Moorhead School Board Policy 575: Student Use and Parking of Motor Vehicles, Patrols, Inspections and Searches
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy
Moorhead School Board Policy 577: Student Dress and Appearance
Moorhead School Board Policy 578: Bullying Prohibition
Moorhead School Board Policy 721: Student Transportation Safety
Moorhead School Board Policy 730: School District Copyright Policy
Moorhead School Board Policy 731: Moorhead Public Schools ~~Information~~ Electronic Network Acceptable Use and Safety Policy

Board Policies

## Policies Incorporated by Reference for Students

**School Board Policy:** 599

**Section:** 500 STUDENTS

**Date Adopted:** 10/13/2003

**Date Revised:** 5/9/2005

**Dates Reviewed:** 5/9/2005

I. PURPOSE

Certain policies as contained in this policy reference manual are applicable to students as well as to employees. In order to avoid undue duplication, ~~the~~ Moorhead Area Public Schools ~~District~~ provides notice by this section of the application and incorporation by reference of the following policies found in other sections of this manual which all apply to students:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools
Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 221: School Board Policy Development, Adoption, Implementation, and Review
Moorhead School Board Policy 303: Public Right to Know/Release of Information
Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 536: Wellness
Moorhead School Board Policy 553: Crises Intervention and Student Support
Moorhead School Board Policy 630: School Year Calendar
Moorhead School Board Policy 632: Field Trips
Moorhead School Board Policy 633: Patriotic Exercises
Moorhead School Board Policy 634: Religion
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy
Moorhead School Board Policy 650: School District System Accountability
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 Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students
Moorhead School Board Policy 660: Moorhead Area Public School District State Mandated Testing Plan and Procedure
Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities
Moorhead School Board Policy 711: Severe Weather Related School Closings
Moorhead School Board Policy 712: Safety and Security Technology
Moorhead School Board Policy 720: Student Transportation Eligibility Guidelines
Moorhead School Board Policy 721: Student Transportation Safety
Moorhead School Board Policy 731: Moorhead Area Public Schools ~~Information~~ Electronic Network Acceptable Use and Safety
Moorhead School Board Policy 831: Rental of District Musical Instruments
Moorhead School Board Policy 907: Rewards

Students are charged with notice that the above cited policies are also applicable to students; however, students are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Board Policies

## Curriculum Selection and Review, Alternative Instruction and Instructional Resource Reevaluation

**School Board Policy:** 620

**Section:** 600 EDUCATION PROGRAMS

**Date Adopted:** 12/13/1988

**Date Revised:** 6/10/2002

**Dates Reviewed:** 12/13/1988
4/27/1993
4/27/1998
6/10/02

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Revised Title: Selection of Textbooks and Instructional Materials

I. PURPOSE

The purpose of this policy is to provide direction for selection of textbooks and instructional ~~resources~~ materials.

II. GENERAL STATEMENT OF ~~PHILOSOPHY~~ POLICY

A. The Moorhead School Board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The School Board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

~~A~~B. Moorhead Area Public Schools shall provide a wide range of instructional resources at varying levels of difficulty, with a wide diversity of appeal, presenting different points of view and allowing the review of allegedly inappropriate instructional resources through established procedures. The Moorhead School Board supports the principles of intellectual freedom inherent in the First Amendment to the Constitution of the United States as expressed in official statements of professional associations. (Copies of these documents are available at the ~~D~~district ~~M~~media ~~O~~office.)

~~B~~C. For the purpose of this statement of policy, the term "~~resources~~ materials" will refer to any person(s) or any material(s) (whether acquired or locally produced) with instructional content or function that is available or unavailable for formal or informal teaching/learning purposes. The term "unavailable" refers to a resource that has been denied inclusion. Resources include, but are not limited to, textbooks, other books, supplementary reading and informational materials, charts, community resource people, agencies and organizations, dioramas, filmstrips, kits, machine readable data files, maps, microforms, models, motion pictures, periodicals, transparencies, video recordings, computer software, DVDs, plays, concerts, athletic events, and written and performed music.

III. RESPONSIBILITY FOR SELECTION

A. ~~Although~~ While the Moorhead School Board ~~is legally responsible for the operation of the school district, the responsibility for the selection and purchase of the instructional resources is delegated to the licensed staff employed by the district~~ retains its authority to make final decisions on the selection of textbooks and instructional materials, the School Board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the School Board delegates to the Superintendent the responsibility to direct the professional staff in formulating recommendations to the School Board on textbooks and other instructional materials.

B. While selection of materials involves many people, including library/media specialists, teachers, students, supervisors, administrators, and community persons, the responsibility for coordinating and recommending the selection and purchase of instructional resources rests with the licensed professional personnel whose responsibility it is to know the curriculum, the students, and the philosophy of the school system.

C. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials which:

1. support the goals and objectives of the education programs;
2. consider the needs, age and maturity of students.
3. foster respect and appreciation for cultural diversity and varied opinion; ~~and~~
4. fit within the constraints of the school district budget;
5. permit grade-level instruction for students to read and study the United States of America's founding documents, including documents that contributed to the foundation or maintenance of the United States of America's representative form of limited government, the Bill of Rights, or free-market economic system, and patriotism; and
6. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamation, or records.

D. The ~~s~~Superintendent or designee ~~shall be responsible for developing~~ has developed procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees (Administrative Procedure 620.1).

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

A. The ~~s~~Superintendent or designee shall be responsible for keeping the ~~s~~School ~~b~~Board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.

B. The ~~s~~Superintendent shall present a recommendation to the ~~s~~School ~~b~~Board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy (Administrative Procedure 620.1).

C. Resources shall support the educational goals of the school district, and the goals and objectives of individual schools and specific courses (Administrative Procedure 620.3).

D. Resources shall support the individual student learning styles, curricula needs, and be appropriate for the age, emotional and social development, and ability level of the students for whom the resources are selected.

~~The utilization of movie, video and audio recordings by professional staff will be consistent with copyright laws and adhere to the Motion Picture Association of America (MPAA) guidelines related to age appropriateness. Any requested exception to this policy will be submitted to the principal for prior approval on Administrative procedure 620.3. In the event an exception is approved, parents are to be made aware of the intended use of the media one week prior to its utilization. The utilization of movies and video recordings not ordered through the District's media personnel will require the completion of an exception request form. Said media used on an on-going basis shall be reviewed for purchase for the Instructional Media Center collection.~~

~~E. Resources shall provide a background of information which will motivate students to examine their own attitudes and behavior, to comprehend their duties, responsibilities, rights and privileges as participating citizens in our society, and to make intelligent judgments in their daily lives.~~

~~F. Resources shall represent artistic, historic and literary qualities and provide a stimulus to creativity.~~

~~G. Resources shall provide information on differing sides of issues so that users may develop the practice of critical analysis.~~

~~H. Resources shall be selected for the atypical as well as the typical student.~~

~~I. Resources shall be judged as a whole with emphasis on their strengths.~~

V. ~~PROCEDURES FOR SELECTION~~ RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

A. The ~~s~~School ~~b~~Board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.

B. The Superintendent shall be responsible for the guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials. (Administrative Procedure 620.4)

~~B. In selecting resources, professional personnel shall evaluate the available resources and curriculum needs and shall consult reputable, professionally prepared selection tools and other appropriate sources when possible.~~

~~C. Administrators, teachers, students, other school district personnel and community persons may make recommendations for purchase.~~

~~D. Gift resources shall be judged by the policy criteria and shall be accepted or rejected by that criteria and shall become sole property of Moorhead Area Public Schools.~~

~~E. It should be understood that selection is an ongoing process which should include the removal of materials no longer appropriate and the replacement of lost and worn materials still of educational value.~~

VI. PROCEDURE FOR REVIEW OF CURRICULUM CONTENT AND ALTERNATIVE INSTRUCTION

A. Parental Curriculum Review.

The Moorhead Area Public Schools ~~District~~ has a procedure for a parent, guardian or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian or adult student if the alternative instruction, if any, offered by the ~~s~~School ~~b~~Board does not meet the concerns of the parent, guardian or adult student.

The Moorhead School Board is not required to pay for the costs of alternative instruction provided by a parent, guardian or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

Procedures for review of curriculum content and alternative instruction are incorporated into ~~the District's~~ School Board ~~p~~Policy 231 and Administrative ~~p~~Procedures 620.1 and 620.2.

The intent of the procedure is to provide parents, guardians, or adult students the opportunity to review assigned instructional materials, address concerns and propose alternative instruction for the individual student. Administrative procedures for the review of curriculum content and alternative instruction are outlined in the procedure document.

The intent is not to interfere with the rights of others to receive the instruction in question, nor does it relieve the student from meeting state and district-level essential learner outcomes.

~~VII. Procedure for Review of Instruction Resources~~

~~LIBRARY MEDIA CENTER RESOURCES SELECTION POLICY~~

~~Occasional objections to instructional resources will be made despite the quality of the selection process. The Moorhead School Board supports principles of intellectual freedom inherent in the First Amendment to the Constitution of the United States and expressed in the Library Bill of Rights of the American Library Association and Students' Right to Read of the National Council of Teachers of English. In the event materials are questioned, the principles of intellectual freedom and right to access to resources must be defended rather than the resources.~~

~~Any resident or employee of the school district may object to the inclusion or exclusion of resources in the district's educational program on the basis of appropriateness. Administrative procedure 620.4 outlines the procedure to be followed when an objection to an educational resource occurs.~~

~~An objection is defined as a verbal or written statement of opposition to a resource, requesting that it be excluded, included or restricted. Verbal objection should be made to the professional staff member closest to the situation.~~

~~All residents and employees of the school district shall adhere to the Policy and Procedure of Selection and Reevaluation of Resources.~~

Legal References:
Minnesota Statute 120A.22, Subd. 9 (Compulsory Instruction - Curriculum)
Minnesota Statute 120B.235, Subd. 9 (American Heritage Education)
Minnesota Statute 123B.02, ~~s~~Subd. 2 (General Powers of Independent School Districts)
Minnesota Statute 123B.09, ~~s~~Subd. 8 (School Board Responsibilities)
Minnesota Statute 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Board of Educ. v. Barnette, 319 U.S. 589, 875 S.Ct. 675, 17 L.Ed. 2d 629 (1967)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)
Webster v. New Lenox Sch. Dist., 917 F.2d 1004 (7th Cir. 1990)

Cross References:
Moorhead School Board Policy 2~~1~~01: School Board Legal Status
Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee
Moorhead School Board Policy 730: School District Copyright Policy

**MEMO #:** **S-06-112**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: May 15, 2006

RE: Approval of Policy

Attached please find the policy, Wellness (536).

Suggested Resolution: Move to approve the policy, Wellness (536), as presented.

LPN:mde
Attachment

Board Policies

## Wellness

**School Board Policy:** 536

**Section:** 500 STUDENTS

**Date Adopted:** 11/8/2005

**Date Revised:**

**Dates Reviewed:**

I. PURPOSE

The purpose of this policy is to assure a school environment at the Moorhead Area Public Schools that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

A. The Moorhead School Board recognizes that nutrition education and physical education are essential components of the educational process and that good health fosters student attendance and education.

B. The school environment will promote and protect students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district values the health and well-being of every staff member. The school staff should act as role models to students for good nutrition and physical activity.

D. The Moorhead Area Public Schools encourages the involvement of administration, School Board, students, parents, teachers, food and nutrition personnel, and other interested persons in implementing, monitoring, and reviewing school district nutrition and physical activity policies.

E. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

F. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

G. Qualified food and nutrition program personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. GUIDELINES

A. Foods and Beverages

1. Foods and beverages made available by the Moorhead Area Public Schools (including school stores, vending machines and a la carte cafeteria items) will meet or exceed current USDA Dietary Guidelines for Americans in accordance with nutrition and portion size standards. (See Administrative Procedure 536.1.)

2. School district food and nutrition personnel will take every measure to ensure that student access to foods and beverages that meet or exceed all federal, state, and local laws and guidelines.

3. School district food and nutrition personnel shall adhere to all federal, state, and local food safety and security guidelines.

4. The Moorhead Area Public Schools will make every effort to eliminate any social stigma attached to, and prevent

the overt identification of, students who are eligible for free and reduced-priced school meals.

5. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.

6. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

7. The school district will discourage sharing food and beverages given concerns about allergies and restrictions on students' diets.

8. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities.

9. The school district will provide to the extent possible, a breakfast program to help meet nutritional needs and enhance student's abilities to learn.

B. School Food and Nutrition Program/Personnel

1. The Moorhead Area Public School District will provide healthy and safe school meal programs that strictly comply with all federal, state, and local statutes and regulations.

2. The Moorhead Area Public Schools shall designate the food and nutrition director to be responsible for the school district's food and nutrition program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available throughout the district to ensure food and beverage choices will meet or exceed current USDA Dietary Guidelines for Americans.

3. As part of the Moorhead Area Public School's responsibility to operate a food and nutrition program, the school district will provide continuing professional development for all food and nutrition personnel in schools.

C. Nutrition Education and Promotion

1. The Moorhead Area Public Schools will encourage and support healthy eating by students and engage in nutrition promotion that is:

a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

b. part of health education classes as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.

2. The Moorhead Area Public Schools will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte [snack] lines, vending machines, fundraising events, concession stands, and student stores.

3. School staff will not use food or beverage choices that do not meet nutritional standards as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education program or behavior intervention plan) and will not withhold food or beverages as punishment. (See Administrative Procedure 536.1.)

D. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health education and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities; (See Administrative

Procedure 536.1.)

2. Opportunities for physical activity may be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers may provide short physical activity breaks between lessons or classes, as appropriate.

E. Communications with Parents

1. The Moorhead Area Public Schools recognizes that parents and guardians have a primary and fundamental role in promoting and protecting their children's health and well-being.

2. The Moorhead Area Public Schools will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The Moorhead Area Public Schools encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The Moorhead Area Public Schools will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV. IMPLEMENTATION AND MONITORING

A. After approval by the Moorhead School Board, the wellness policy will be implemented throughout the school district.

B. Moorhead Area Public Schools food and nutrition personnel will ensure compliance with the school's food and nutrition program and will report to the food and nutrition program administrator.

C. The Moorhead Area Public School's food service director will provide an annual report to the Superintendent setting forth the nutrition guidelines and procedures for selection of foods in the food and nutrition program made available throughout the district.

D. The Superintendent or designee will ensure compliance with the wellness policy and will provide an annual report of the school district's compliance with the policy to the School Board.

Legal References:

42 U.S.C. 1751 et seq. (Richard B. Russell National School Lunch Act)
42 U.S.C. 1771 et seq. (Child Nutrition Act of 1966)
P.L. 108-265 (2004) 204 (Local Wellness Policy)
7 U.S.C. 5341 (Establishment of Dietary Guidelines)
7 C.F.R 210.10 (School Lunch Program Regulations)
7 C.F.R. 220.8 (School Breakfast Program Regulations)

Cross References:
Moorhead School Board Policy 425: Health and Safety Protection
Moorhead School Board Policy 531: Communicable Disease Control and Infectious Conditions
Moorhead School Board Policy 532: Medication
Moorhead School Board Policy 540: Student Activities
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 573: Tobacco Free Environment
Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools
Moorhead School Board Policy 544: Activities Fund Raising

| HUMAN RESOURCE | MEMO #: HR .06.126 |
|---|---|

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Principals' Contract

DATE: May 16, 2006

The Moorhead Principal's Association and the School District reached a tentative settlement on the 2006-2008 Moorhead Principals' Master Agreement.

Language changes to the contract include:

1. Article VIII. Work Year Assignment
2. Article XII. Leaves of Absence
3. Article XV. Severance Pay/Deferred Comp
4. Appendices B & C

The Monetary settlement was:

| | | |
|---|---|---|
| 2006-2007 | $43,971.00 | 4.90% |
| 2007-2008 | $43,385.00 | 4.61% |
| TOTAL | $87,356.00 | 9.51% |

The eight members of the Moorhead Principals' Association have ratified the agreement.

**SUGGESTED RESOLUTION:** Move to approve the 2006-2008 Moorhead Principals' Master Agreement:

| | | |
|---|---|---|
| 2006-2007 | $43,971.00 | 4.90% |
| 2007-2008 | $43,385.00 | 4.61% |
| TOTAL | $87,356.00 | 9.51% |

RN/smw

**MEMO #:** **S-06-111**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: May 9, 2006

RE: Administrators' Master Agreement

The Moorhead Administrators' Association has reached a tentative settlement with the school district on a two-year agreement for 2006-2008.

Language changes in the Administrators' Agreement include:

1. Article IX. Administrators' Travel
2. Article XI. Insurance
3. Article XIV. Severance Pay

The monetary settlement was:

| | | |
|---|---|---|
| 2006-2007 | $19,429.44 | 5.26% |
| 2007-2008 | $21,539.52 | 5.55% |
| TOTAL | $40,968.96 | 10.81% |

The three members of the Administrators' Association have ratified the agreement.

Suggested Resolution: Move to approve the 2006-2008 Moorhead Administrators' Association Master Agreement as follows:

| | | |
|---|---|---|
| 2006-2007 | $19,429.44 | 5.26% |
| 2007-2008 | $21,539.52 | 5.55% |
| TOTAL | $40,968.96 | 10.81% |

LPN:mde

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.158*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: NWEA MAP Assessment

DATE: May 16, 2006

The students in grade 2-9 have completed the second full testing period of the NWEA assessments. Students at alternative sites also took part in the testing. The testing was completed in May 2006.

The individual student reports will be given to families with the progress report. The report page describing the information for parents has been enclosed for your information. Some of the information on this report will be discussed with the board.

The District Summary Report by Grade and the Student Growth District Summary have also been attached. Information from the materials will be presented to the board.

The district will continue to work to provide training for key teacher leaders and administrators for the current use of assessment instruments and instructional practice.

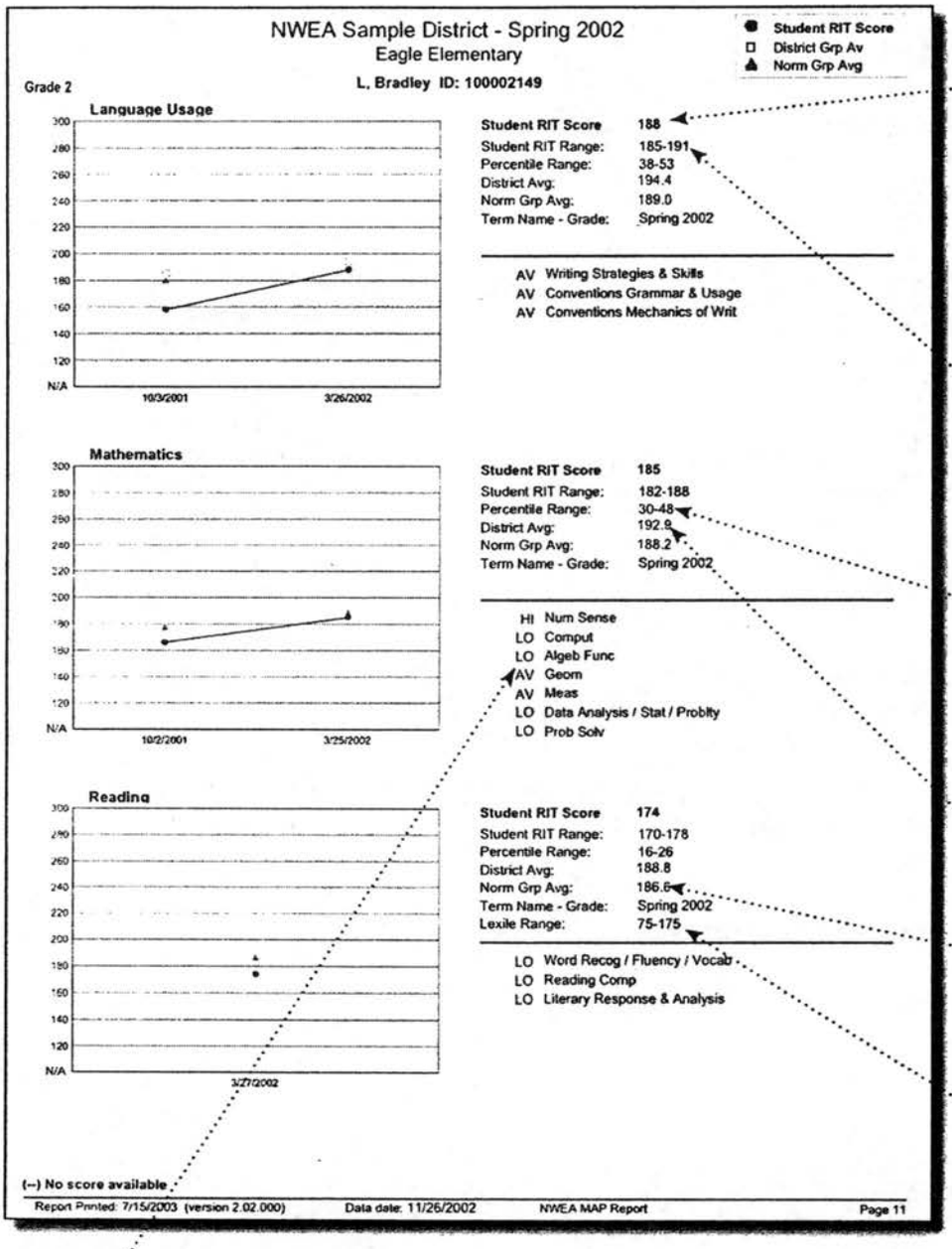
The use of the MAP assessment is to provide the opportunity for administrators and staff to learn to use assessment data to guide instruction and to monitor the progress of every student in the district.

Please contact me if you have any additional questions.

LAK/kmr
Attachment

# Understanding the Individual Student Report

Plotted on the graph are the student's RIT score, the District Average, and the NWEA Norm Group* Average for the subject in which a student was tested.




**RIT Score:** This is the student's overall score on the test. This is one of the most important pieces of information on the entire report. This score is unrelated to the age or grade of the student, but reflects the level at which the student is currently performing. RIT stands for Rasch Unit, which is used to measure a child's achievement growth similar to how inches are used to measure a child's height.

**RIT Range**: No score is absolute. We would expect that if a student took the test again relatively soon, that his or her score would fall within this range most of the time.

**Percentile Range**: Percentiles are used to compare one student's performance to that of a larger group (norm group*). Percentile means the student scored as well as or better than that percent of students taking the test in his/her grade. There is about a 68% chance that a student's percentile ranking would fall within this range if the student tested again relatively soon.

**District Average**: The average RIT score for all students in the school district in the same grade who were tested at the same time as this student.

**Norm Group* Average**: The average score observed for students in the norm group.*

**Lexile**: Some districts have chosen to subscribe to MetaMetrics Lexile Framework. This information can help in choosing appropriate reading materials based on a student's RIT score. For more information, go to http://www.lexile.com.

**Goal Performance**: The column(s) to the right of the graph show the student's performance in the goal strands (subtests) tested in this subject. Data will only show up in these columns if a student took a Goals Survey test.

- Goal performance scores may be listed as descriptors (LO, AV, HI). LO means that the student is performing at the 33rd percentile or lower. Goal performance of AV means that the student is performing between the 34th and 66th percentile. Goal performance of HI means that the student is performing at or above the 67th percentile.
- They also may be listed as RIT ranges. The RIT ranges, used alongside the NWEA Learning Continuum, provide a snapshot of the skills in each goal area at the student's instructional level.



*Norm Group: Approximately 1,050,000 NWEA test scores from students across the United States.

NWEA
Northwest Evaluation Association
*Partnering to help all kids learn*

# Understanding the District Summary Report by Grade



This report summarizes district performance for the most recent test season.

**Goal Areas:** These columns show the sudents' average performance and standard deviation in the goal strands (subtests) in each subject.

**Test Taken:** Summary results are grouped by the subject and test taken.

**Mean RIT:** The average score of students in the group.

**Student Count:** The total number of students with valid scores included in summary data.

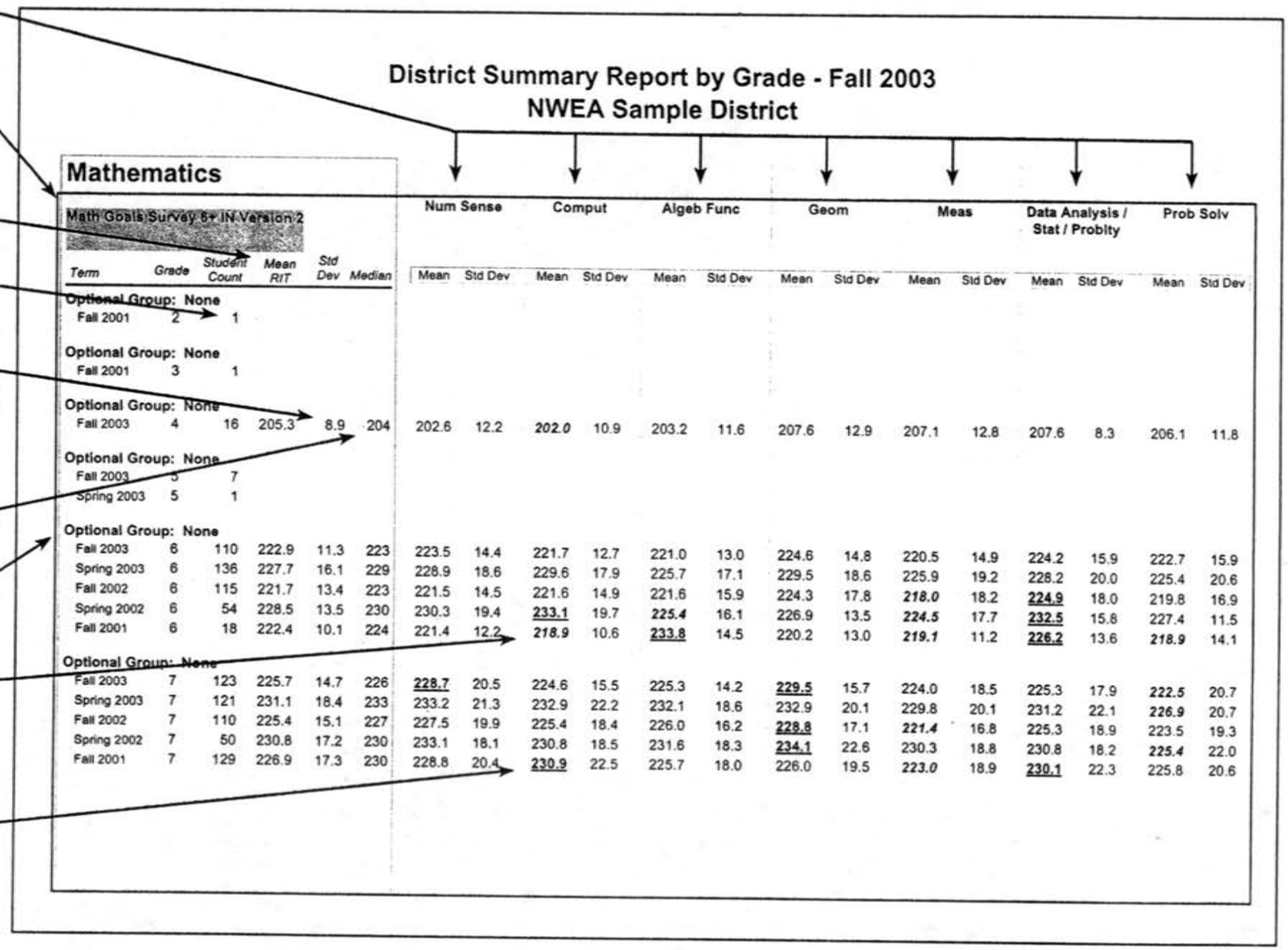
**Standard Deviation:** Indicates the variability of RIT scores within this group. A larger standard deviation generally reflects a wider range of scores and achievement within a class.

**Median:** The middle RIT score of the group.

**Optional Grouping:** Summary results may be disaggregated by gender, ethnicity, or special program.

**Area of Relative Concern:** If a score is in ***bold-Italic***, it represents a score that is 3 or more RIT points below your district's overall mean for the respective grade level and subject area.

**Area of Relative Strength Performance:** If a score is in **bold-underlined**, the score is 3 or more RIT points above a district's overall mean for the respective grade level and subject area.



**District Summary Report by Grade - Fall 2003**
**NWEA Sample District**

**Mathematics**

Math Goals Survey 6+ IN Version 2

| Term | Grade | Student Count | Mean RIT | Std Dev | Median | Num Sense Mean | Num Sense Std Dev | Comput Mean | Comput Std Dev | Algeb Func Mean | Algeb Func Std Dev | Geom Mean | Geom Std Dev | Meas Mean | Meas Std Dev | Data Analysis / Stat / Problty Mean | Data Analysis / Stat / Problty Std Dev | Prob Solv Mean | Prob Solv Std Dev |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Fall 2001 | 2 | 1 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Fall 2001 | 3 | 1 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Fall 2003 | 4 | 16 | 205.3 | 8.9 | 204 | 202.6 | 12.2 | ***202.0*** | 10.9 | 203.2 | 11.6 | 207.6 | 12.9 | 207.1 | 12.8 | 207.6 | 8.3 | 206.1 | 11.8 |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Fall 2003 | 5 | 7 | | | | | | | | | | | | | | | | | |
| Spring 2003 | 5 | 1 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Fall 2003 | 6 | 110 | 222.9 | 11.3 | 223 | 223.5 | 14.4 | 221.7 | 12.7 | 221.0 | 13.0 | 224.6 | 14.8 | 220.5 | 14.9 | 224.2 | 15.9 | 222.7 | 15.9 |
| Spring 2003 | 6 | 136 | 227.7 | 16.1 | 229 | 228.9 | 18.6 | 229.6 | 17.9 | 225.7 | 17.1 | 229.5 | 18.6 | 225.9 | 19.2 | 228.2 | 20.0 | 225.4 | 20.6 |
| Fall 2002 | 6 | 115 | 221.7 | 13.4 | 223 | 221.5 | 14.5 | 221.6 | 14.9 | 221.6 | 15.9 | 224.3 | 17.8 | ***218.0*** | 18.2 | **224.9** | 18.0 | 219.8 | 16.9 |
| Spring 2002 | 6 | 54 | 228.5 | 13.5 | 230 | 230.3 | 19.4 | **233.1** | 19.7 | ***225.4*** | 16.1 | 226.9 | 13.5 | ***224.5*** | 17.7 | **232.5** | 15.8 | 227.4 | 11.5 |
| Fall 2001 | 6 | 18 | 222.4 | 10.1 | 224 | 221.4 | 12.2 | ***218.9*** | 10.6 | **233.8** | 14.5 | 220.2 | 13.0 | ***219.1*** | 11.2 | **226.2** | 13.6 | ***218.9*** | 14.1 |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Fall 2003 | 7 | 123 | 225.7 | 14.7 | 226 | **228.7** | 20.5 | 224.6 | 15.5 | 225.3 | 14.2 | **229.5** | 15.7 | 224.0 | 18.5 | 225.3 | 17.9 | ***222.5*** | 20.7 |
| Spring 2003 | 7 | 121 | 231.1 | 18.4 | 233 | 233.2 | 21.3 | 232.9 | 22.2 | 232.1 | 18.6 | 232.9 | 20.1 | 229.8 | 20.1 | 231.2 | 22.1 | ***226.9*** | 20.7 |
| Fall 2002 | 7 | 110 | 225.4 | 15.1 | 227 | 227.5 | 19.9 | 225.4 | 18.4 | 226.0 | 16.2 | **228.8** | 17.1 | ***221.4*** | 16.8 | 225.3 | 18.9 | 223.5 | 19.3 |
| Spring 2002 | 7 | 50 | 230.8 | 17.2 | 230 | 233.1 | 18.1 | 230.8 | 18.5 | 231.6 | 18.3 | **234.1** | 22.6 | 230.3 | 18.8 | 230.8 | 18.2 | ***225.4*** | 22.0 |
| Fall 2001 | 7 | 129 | 226.9 | 17.3 | 230 | 228.8 | 20.4 | **230.9** | 22.5 | 225.7 | 18.0 | 226.0 | 19.5 | ***223.0*** | 18.9 | **230.1** | 22.3 | 225.8 | 20.6 |

# Moorhead Area Public Schools ISD #152

## Mathematics

**Math Goals Survey 2-5 MN V3**

| Term | Grade | Student Count | Mean RIT | Std Dev | Median | Mathematical Reasoning | | Number Sense | | Computation / Operations | | Patterns / Functions / Alg | | Data Analysis / Stats / Prob | | Spatial Sense / Geometry | | Measurement | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Mean | Std Dev | Mean | Std Dev | Mean | Std Dev | Mean | Std Dev | Mean | Std Dev | Mean | Std Dev | Mean | Std Dev |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Summer 200 | 1 | 1 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 2 | 353 | 192.4 | 12.9 | 193 | 190.3 | 16.0 | 192.0 | 16.4 | ***188.9*** | 15.9 | 193.5 | 17.1 | 194.3 | 15.3 | **197.0** | 14.4 | 191.6 | 17.0 |
| Winter 2006 | 2 | 1 | | | | | | | | | | | | | | | | | |
| Fall 2005 | 2 | 355 | 178.2 | 13.4 | 179 | 177.5 | 15.4 | 175.9 | 18.6 | ***172.3*** | 19.0 | 179.8 | 17.3 | 181.0 | 15.7 | 180.7 | 16.9 | 177.9 | 16.2 |
| Summer 200 | 2 | 45 | 183.1 | 10.4 | 182 | 180.6 | 14.1 | 181.0 | 12.2 | ***179.4*** | 17.3 | 185.0 | 15.5 | 184.8 | 12.4 | 184.7 | 11.1 | 184.5 | 14.5 |
| Spring 2005 | 2 | 350 | 192.3 | 12.1 | 194 | 191.7 | 14.6 | 189.8 | 16.4 | ***188.6*** | 14.9 | 194.7 | 15.5 | **195.3** | 15.4 | 195.2 | 14.6 | 190.2 | 16.0 |
| Fall 2004 | 2 | 360 | 180.0 | 12.3 | 180 | 180.0 | 14.9 | 177.5 | 15.5 | ***175.4*** | 17.5 | 179.4 | 17.6 | **183.7** | 15.0 | 182.6 | 14.9 | 179.2 | 15.7 |
| Spring 2004 | 2 | 90 | 191.8 | 11.5 | 193 | 191.1 | 13.0 | 191.2 | 16.2 | 189.3 | 16.0 | 192.7 | 15.9 | 190.8 | 14.4 | 193.6 | 13.9 | 193.3 | 15.3 |
| Fall 2003 | 2 | 89 | 183.4 | 10.0 | 183 | 184.3 | 11.9 | 180.6 | 14.5 | ***176.5*** | 15.1 | 185.5 | 14.3 | 185.8 | 14.5 | 185.5 | 11.6 | 184.3 | 14.2 |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 3 | 360 | 204.5 | 12.2 | 205 | 202.9 | 17.1 | 203.7 | 16.1 | ***200.0*** | 15.1 | 205.9 | 13.5 | 204.8 | 14.3 | **209.4** | 14.6 | 205.2 | 16.0 |
| Winter 2006 | 3 | 84 | 190.4 | 9.9 | 191 | ***186.7*** | 13.4 | 190.1 | 13.1 | 188.1 | 13.7 | **195.2** | 15.1 | 190.3 | 14.9 | 190.5 | 13.0 | 191.7 | 12.2 |
| Fall 2005 | 3 | 362 | 194.4 | 12.5 | 195 | 192.5 | 16.1 | 194.7 | 15.2 | ***190.2*** | 16.7 | 196.6 | 14.9 | 196.1 | 15.7 | 194.1 | 14.8 | 195.9 | 16.5 |
| Summer 200 | 3 | 51 | 190.7 | 12.6 | 192 | 188.9 | 17.0 | 191.0 | 19.3 | ***185.2*** | 16.7 | 192.6 | 14.1 | 191.6 | 17.0 | **194.0** | 15.4 | 188.7 | 16.5 |
| Spring 2005 | 3 | 336 | 203.4 | 11.0 | 204 | 202.4 | 14.1 | 202.0 | 14.5 | ***198.9*** | 14.1 | 204.9 | 13.8 | 204.7 | 13.5 | **207.1** | 16.1 | 203.9 | 15.3 |
| Fall 2004 | 3 | 353 | 194.3 | 11.3 | 196 | 193.6 | 13.3 | 193.3 | 14.8 | ***191.3*** | 14.1 | 195.1 | 15.9 | **197.8** | 15.5 | 194.4 | 14.5 | 194.5 | 15.8 |
| Spring 2004 | 3 | 111 | 201.5 | 11.3 | 203 | 198.7 | 13.2 | 200.9 | 15.8 | 198.6 | 16.3 | **204.7** | 14.2 | 202.4 | 14.7 | 203.6 | 14.2 | 201.7 | 15.4 |
| Fall 2003 | 3 | 113 | 193.1 | 10.4 | 195 | 192.0 | 12.8 | 192.7 | 15.5 | ***189.6*** | 14.3 | 195.2 | 16.9 | 193.3 | 12.1 | 192.5 | 14.0 | **196.3** | 13.9 |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 4 | 353 | 215.2 | 12.7 | 216 | 214.2 | 16.3 | 216.2 | 15.9 | 212.9 | 15.3 | 216.9 | 14.9 | 213.6 | 15.2 | **218.7** | 16.7 | 214.3 | 16.0 |
| Winter 2006 | 4 | 132 | 208.1 | 13.1 | 207 | 205.6 | 16.4 | 209.0 | 16.6 | 206.1 | 16.9 | **211.8** | 15.4 | 207.4 | 15.6 | 210.3 | 15.0 | 207.0 | 16.0 |
| Fall 2005 | 4 | 353 | 206.5 | 12.9 | 206 | 205.2 | 17.0 | 205.4 | 15.8 | ***201.5*** | 16.0 | 206.7 | 15.1 | 207.3 | 14.2 | **213.3** | 16.2 | 206.3 | 16.5 |
| Summer 200 | 4 | 44 | 199.0 | 12.5 | 200 | 198.6 | 17.5 | 200.0 | 17.6 | 196.9 | 18.6 | 200.7 | 14.2 | 200.3 | 13.5 | 198.2 | 17.1 | 198.9 | 13.3 |
| Spring 2005 | 4 | 372 | 212.6 | 13.6 | 212 | 211.5 | 15.9 | 213.2 | 17.9 | ***209.2*** | 16.4 | 215.2 | 15.5 | 212.2 | 14.5 | **215.8** | 17.2 | 211.3 | 17.0 |
| Fall 2004 | 4 | 388 | 204.0 | 12.9 | 205 | 202.7 | 16.3 | 203.7 | 15.2 | ***198.4*** | 14.9 | 204.9 | 17.4 | 205.2 | 14.4 | **208.9** | 17.9 | 203.9 | 15.9 |
| Spring 2004 | 4 | 75 | 208.3 | 14.9 | 208 | 207.0 | 18.1 | 210.4 | 20.2 | ***202.8*** | 17.5 | 210.4 | 17.7 | 207.4 | 14.1 | **212.1** | 18.2 | 207.7 | 18.1 |
| Fall 2003 | 4 | 75 | 203.5 | 12.2 | 202 | 204.2 | 14.7 | 202.2 | 16.4 | ***199.6*** | 14.5 | 206.4 | 17.7 | 204.1 | 14.9 | 206.0 | 14.5 | 202.9 | 14.8 |

Groups with less than students are suppressed because they are not statistically reliable.

* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

# District Summary Report by Grade - Spring 2006
# Moorhead Area Public Schools ISD #152

## Mathematics

**Math Goals Survey 2-5 MN V3**

| Term | Grade | Student Count | Mean RIT | Std Dev | Median | Mathematical Reasoning Mean | Mathematical Reasoning Std Dev | Number Sense Mean | Number Sense Std Dev | Computation / Operations Mean | Computation / Operations Std Dev | Patterns / Functions / Alg Mean | Patterns / Functions / Alg Std Dev | Data Analysis / Stats / Prob Mean | Data Analysis / Stats / Prob Std Dev | Spatial Sense / Geometry Mean | Spatial Sense / Geometry Std Dev | Measurement Mean | Measurement Std Dev |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 5 | 384 | 224.3 | 14.8 | 225 | 223.4 | 18.2 | 225.6 | 16.8 | 222.7 | 17.6 | 224.4 | 16.2 | 225.0 | 17.9 | **227.9** | 17.6 | 222.1 | 17.8 |
| Winter 2006 | 5 | 71 | 209.1 | 9.3 | 209 | 207.1 | 13.1 | 210.7 | 13.2 | 206.5 | 14.4 | 211.4 | 12.6 | ***205.9*** | 12.6 | **214.6** | 11.6 | 207.7 | 13.0 |
| Fall 2005 | 5 | 383 | 214.8 | 14.4 | 215 | 214.1 | 17.9 | 215.3 | 16.9 | 212.7 | 17.4 | 216.5 | 16.0 | 214.3 | 16.9 | 217.0 | 18.0 | 213.6 | 17.4 |
| Summer 200 | 5 | 35 | 211.9 | 12.5 | 213 | 211.2 | 17.4 | 214.5 | 18.9 | 211.4 | 17.5 | 212.5 | 10.6 | 211.4 | 12.4 | **217.4** | 16.6 | ***207.1*** | 15.8 |
| Spring 2005 | 5 | 329 | 222.7 | 14.3 | 225 | 221.7 | 16.2 | 224.4 | 17.7 | 221.7 | 17.6 | 223.4 | 15.2 | 223.6 | 17.4 | 224.4 | 17.7 | 221.0 | 18.0 |
| Fall 2004 | 5 | 332 | 213.6 | 14.7 | 213 | 213.1 | 17.5 | 214.8 | 18.3 | 211.0 | 18.3 | 214.9 | 16.4 | 213.1 | 17.5 | 215.5 | 17.8 | 213.3 | 18.3 |
| Spring 2004 | 5 | 125 | 217.6 | 15.2 | 219 | 215.9 | 17.8 | 220.2 | 19.5 | 215.7 | 19.0 | 218.4 | 17.6 | 217.8 | 19.0 | 220.3 | 17.3 | 215.7 | 17.2 |
| Fall 2003 | 5 | 121 | 211.5 | 13.6 | 210 | 210.2 | 15.7 | 213.3 | 18.3 | 208.8 | 16.9 | 211.9 | 16.1 | 210.6 | 16.7 | 214.1 | 17.5 | 211.7 | 16.3 |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 6 | 1 | | | | | | | | | | | | | | | | | |
| Summer 200 | 6 | 6 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2005 | 7 | 3 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Summer 200 | 8 | 1 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 9 | 1 | | | | | | | | | | | | | | | | | |
| Fall 2005 | 9 | 1 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 9 | 7 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Winter 2006 | 11 | 3 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2004 | 12 | 2 | | | | | | | | | | | | | | | | | |

Groups with less than students are suppressed because they are not statistically reliable.

* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

# Moorhead Area Public Schools ISD #152

## Mathematics

**Math Goals Survey 6+ MN V3**

| Term | Grade | Student Count | Mean RIT | Std Dev | Median | Mathematical Reasoning Mean | Mathematical Reasoning Std Dev | Number Sense Mean | Number Sense Std Dev | Computation / Operations Mean | Computation / Operations Std Dev | Patterns / Functions / Alg Mean | Patterns / Functions / Alg Std Dev | Data Analysis / Stats / Prob Mean | Data Analysis / Stats / Prob Std Dev | Spatial Sense / Geometry Mean | Spatial Sense / Geometry Std Dev | Measurement Mean | Measurement Std Dev |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Summer 200 | 1 | 1 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Summer 200 | 5 | 1 | | | | | | | | | | | | | | | | | |
| Fall 2004 | 5 | 2 | | | | | | | | | | | | | | | | | |
| Spring 2004 | 5 | 1 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 6 | 344 | 229.8 | 15.8 | 232 | 229.1 | 18.7 | 230.6 | 18.7 | 228.8 | 17.8 | 229.9 | 17.8 | **233.0** | 18.2 | 230.6 | 17.2 | 227.1 | 19.6 |
| Winter 2006 | 6 | 2 | | | | | | | | | | | | | | | | | |
| Fall 2005 | 6 | 344 | 223.7 | 15.0 | 225 | 222.5 | 18.1 | 224.5 | 18.0 | 222.5 | 17.3 | 223.4 | 16.7 | **226.7** | 18.4 | 224.0 | 17.1 | 222.4 | 17.1 |
| Summer 200 | 6 | 2 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 6 | 401 | 226.3 | 16.5 | 228 | 224.3 | 18.9 | 227.8 | 19.0 | 225.8 | 19.9 | 228.0 | 18.9 | 227.5 | 19.0 | 227.0 | 17.6 | 223.3 | 18.6 |
| Fall 2004 | 6 | 417 | 219.9 | 16.7 | 222 | 218.1 | 18.8 | 220.2 | 20.0 | 218.0 | 20.3 | 219.9 | 18.4 | **223.5** | 19.7 | 220.8 | 18.4 | 219.4 | 19.7 |
| Spring 2004 | 6 | 2 | | | | | | | | | | | | | | | | | |
| Fall 2003 | 6 | 1 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 7 | 415 | 232.9 | 17.7 | 237 | 231.5 | 20.4 | 234.4 | 21.3 | 231.6 | 21.0 | 234.5 | 19.4 | 235.3 | 19.0 | 233.9 | 19.8 | ***229.6*** | 19.8 |
| Winter 2006 | 7 | 11 | 210.5 | 14.2 | 209 | ***206.4*** | 16.4 | 212.0 | 15.3 | ***207.5*** | 13.0 | 211.6 | 17.9 | **214.0** | 20.9 | **215.6** | 15.4 | ***206.6*** | 17.3 |
| Fall 2005 | 7 | 419 | 226.4 | 16.8 | 229 | 225.5 | 19.4 | 226.9 | 19.5 | 224.9 | 18.6 | 228.0 | 19.5 | 228.3 | 19.7 | 226.9 | 19.1 | 224.4 | 19.4 |
| Summer 200 | 7 | 3 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 7 | 420 | 231.4 | 17.7 | 234 | 230.6 | 20.5 | 232.8 | 21.0 | 229.5 | 20.0 | 232.7 | 19.3 | **235.0** | 20.5 | 231.4 | 19.3 | ***228.2*** | 18.9 |
| Fall 2004 | 7 | 435 | 226.9 | 16.0 | 229 | 225.3 | 19.0 | 229.1 | 19.3 | 225.9 | 17.8 | 228.4 | 18.5 | 229.4 | 19.5 | 226.1 | 17.8 | 224.7 | 18.8 |
| Spring 2004 | 7 | 8 | | | | | | | | | | | | | | | | | |
| Fall 2003 | 7 | 13 | 209.8 | 15.3 | 212 | 209.8 | 20.3 | 211.0 | 20.5 | ***205.0*** | 20.2 | 210.8 | 18.1 | ***204.5*** | 16.0 | **213.2** | 18.4 | 212.5 | 13.5 |

Groups with less than students are suppressed because they are not statistically reliable.

* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

# District Summary Report by Grade - Spring 2006
# Moorhead Area Public Schools ISD #152

## Mathematics

**Math Goals Survey 6+ MN V3**

| Term | Grade | Student Count | Mean RIT | Std Dev | Median | Mathematical Reasoning Mean | Mathematical Reasoning Std Dev | Number Sense Mean | Number Sense Std Dev | Computation / Operations Mean | Computation / Operations Std Dev | Patterns / Functions / Alg Mean | Patterns / Functions / Alg Std Dev | Data Analysis / Stats / Prob Mean | Data Analysis / Stats / Prob Std Dev | Spatial Sense / Geometry Mean | Spatial Sense / Geometry Std Dev | Measurement Mean | Measurement Std Dev |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 8 | 434 | 237.3 | 17.7 | 240 | 236.5 | 20.4 | 238.1 | 21.3 | 236.6 | 19.6 | 238.6 | 20.1 | 240.1 | 20.0 | 237.3 | 19.4 | 234.8 | 20.0 |
| Winter 2006 | 8 | 30 | 220.3 | 15.4 | 217 | 218.6 | 20.1 | 221.5 | 16.9 | ***216.4*** | 17.8 | 222.3 | 15.0 | 220.3 | 15.2 | 221.2 | 20.2 | 220.9 | 17.4 |
| Fall 2005 | 8 | 433 | 232.4 | 17.6 | 236 | 231.6 | 21.0 | 233.4 | 20.0 | 230.7 | 19.5 | 233.6 | 20.0 | **236.1** | 19.9 | 232.4 | 19.1 | ***229.3*** | 19.8 |
| Summer 200 | 8 | 1 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 8 | 395 | 237.8 | 18.2 | 240 | 237.0 | 20.5 | 238.2 | 21.3 | 236.8 | 21.6 | 238.7 | 19.3 | 240.8 | 21.9 | 237.7 | 20.8 | 235.9 | 20.4 |
| Winter 2005 | 8 | 2 | | | | | | | | | | | | | | | | | |
| Fall 2004 | 8 | 405 | 233.6 | 17.4 | 235 | 233.1 | 20.0 | 235.7 | 21.2 | 233.0 | 19.8 | 234.1 | 19.3 | 236.3 | 20.4 | 233.4 | 19.1 | 231.2 | 20.2 |
| Spring 2004 | 8 | 13 | 226.1 | 11.3 | 225 | 225.9 | 14.7 | 225.7 | 16.8 | 225.8 | 15.1 | 226.6 | 14.4 | **229.3** | 13.1 | 224.5 | 10.5 | 224.8 | 15.2 |
| Fall 2003 | 8 | 19 | 218.6 | 15.5 | 218 | 221.6 | 17.1 | 216.9 | 15.4 | 218.3 | 16.5 | 217.8 | 17.3 | 221.5 | 27.0 | 216.6 | 17.8 | 218.9 | 18.1 |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 9 | 397 | 240.2 | 18.1 | 243 | 238.3 | 20.9 | 241.2 | 22.1 | 240.1 | 20.0 | 241.1 | 19.4 | 242.8 | 21.2 | 240.4 | 20.3 | 239.0 | 20.9 |
| Winter 2006 | 9 | 39 | 219.6 | 13.2 | 219 | 217.5 | 14.9 | 220.2 | 15.4 | 217.2 | 15.1 | 219.8 | 16.4 | 221.6 | 17.6 | 221.8 | 18.4 | 218.2 | 14.9 |
| Fall 2005 | 9 | 407 | 238.5 | 18.9 | 241 | 236.8 | 22.1 | 240.1 | 22.4 | 237.0 | 21.2 | 239.8 | 19.4 | **241.5** | 21.7 | 239.3 | 20.9 | 236.0 | 21.6 |
| Summer 200 | 9 | 1 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 9 | 402 | 242.8 | 17.6 | 246 | 242.1 | 21.0 | 243.6 | 21.3 | 242.3 | 19.7 | 244.6 | 18.8 | 245.0 | 19.9 | 242.2 | 20.3 | 242.7 | 21.1 |
| Winter 2005 | 9 | 6 | | | | | | | | | | | | | | | | | |
| Fall 2004 | 9 | 416 | 241.5 | 17.6 | 244 | 240.8 | 21.1 | 242.7 | 21.2 | 239.4 | 18.9 | 243.2 | 19.7 | 244.3 | 20.6 | 240.5 | 19.6 | 242.0 | 19.8 |
| Spring 2004 | 9 | 18 | 218.8 | 17.7 | 218 | 220.0 | 22.8 | 218.0 | 22.4 | 217.5 | 17.9 | **221.9** | 21.0 | 216.8 | 18.3 | **222.5** | 15.9 | 215.9 | 19.9 |
| Fall 2003 | 9 | 15 | 213.3 | 16.9 | 217 | 214.5 | 20.9 | 214.8 | 21.9 | 212.1 | 19.9 | ***210.0*** | 23.1 | 213.6 | 17.9 | 214.3 | 17.0 | 212.5 | 18.5 |

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Groups with less than students are suppressed because they are not statistically reliable.
* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

# Moorhead Area Public Schools ISD #152

## Reading

**Reading Goals Survey 2-5 MN V3**

| Term | Grade | Student Count | Mean RIT | Std Dev | Median | Word Recognition Mean | Word Recognition Std Dev | Literal Comprehension Mean | Literal Comprehension Std Dev | Interpretive Comprehension Mean | Interpretive Comprehension Std Dev | Evaluative Comprehension Mean | Evaluative Comprehension Std Dev | Literature Mean | Literature Std Dev | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Summer 200 | 1 | 3 | | | | | | | | | | | | | | | | | |
| Summer 200 | 1 | 1 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 2 | 355 | 187.5 | 15.6 | 189 | 186.8 | 17.8 | 186.5 | 18.1 | 188.3 | 17.6 | 187.7 | 17.4 | 188.3 | 16.5 | | | | |
| Fall 2005 | 2 | 352 | 173.6 | 16.7 | 174 | 172.5 | 18.6 | 172.0 | 19.2 | 173.7 | 21.2 | 174.1 | 16.3 | 174.9 | 18.9 | | | | |
| Fall 2005 | 2 | 1 | | | | | | | | | | | | | | | | | |
| Summer 200 | 2 | 49 | 178.9 | 13.0 | 180 | 178.8 | 14.1 | 176.3 | 16.6 | 178.0 | 18.4 | 179.4 | 13.5 | 181.0 | 14.2 | | | | |
| Spring 2005 | 2 | 351 | 189.2 | 14.9 | 191 | 187.2 | 17.4 | 187.8 | 17.8 | 190.6 | 17.2 | 189.8 | 16.9 | 190.1 | 16.5 | | | | |
| Fall 2004 | 2 | 360 | 175.7 | 16.2 | 176 | 173.2 | 18.4 | 174.2 | 19.2 | 176.4 | 20.5 | 176.8 | 15.8 | 176.5 | 18.9 | | | | |
| Spring 2004 | 2 | 90 | 189.8 | 15.0 | 191 | ***186.2*** | 16.1 | 190.2 | 18.0 | 189.7 | 15.7 | 191.7 | 18.8 | 190.7 | 17.3 | | | | |
| Fall 2003 | 2 | 91 | 181.8 | 15.0 | 182 | 178.8 | 16.5 | 181.0 | 17.4 | 182.2 | 19.8 | 182.2 | 15.4 | **184.9** | 17.0 | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 3 | 362 | 200.5 | 13.9 | 203 | 198.9 | 15.6 | 199.9 | 15.7 | 200.5 | 16.1 | 202.8 | 16.7 | 200.3 | 15.7 | | | | |
| Winter 2006 | 3 | 81 | 183.3 | 12.2 | 183 | 182.9 | 13.2 | 183.1 | 15.0 | 182.8 | 16.0 | 183.7 | 13.1 | 183.7 | 14.7 | | | | |
| Fall 2005 | 3 | 365 | 191.3 | 15.2 | 194 | 189.9 | 16.8 | 190.1 | 17.9 | 192.2 | 16.9 | 192.3 | 17.8 | 191.8 | 16.5 | | | | |
| Summer 200 | 3 | 55 | 186.1 | 13.3 | 188 | 184.5 | 15.2 | 185.2 | 14.7 | 186.4 | 15.3 | 188.2 | 15.9 | 185.0 | 17.7 | | | | |
| Spring 2005 | 3 | 338 | 200.6 | 12.1 | 201 | 198.5 | 14.2 | 199.7 | 15.0 | 201.4 | 14.7 | 202.5 | 15.3 | 200.8 | 13.6 | | | | |
| Fall 2004 | 3 | 353 | 192.2 | 14.7 | 195 | 190.9 | 16.0 | 192.5 | 17.6 | 192.1 | 16.7 | 192.8 | 17.3 | 193.0 | 16.4 | | | | |
| Spring 2004 | 3 | 112 | 196.6 | 13.3 | 200 | 194.7 | 14.6 | 194.2 | 15.4 | 198.1 | 14.5 | 197.8 | 17.7 | 198.1 | 15.1 | | | | |
| Fall 2003 | 3 | 113 | 191.4 | 12.8 | 193 | 188.7 | 14.1 | 191.3 | 15.9 | **194.5** | 14.4 | 189.5 | 14.7 | 193.5 | 16.3 | | | | |

Groups with less than students are suppressed because they are not statistically reliable.

* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

# District Summary Report by Grade - Spring 2006
# Moorhead Area Public Schools ISD #152

## Reading

**Reading Goals Survey 2-5 MN V3**

| Term | Grade | Student Count | Mean RIT | Std Dev | Median | Word Recognition Mean | Word Recognition Std Dev | Literal Comprehension Mean | Literal Comprehension Std Dev | Interpretive Comprehension Mean | Interpretive Comprehension Std Dev | Evaluative Comprehension Mean | Evaluative Comprehension Std Dev | Literature Mean | Literature Std Dev | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 4 | 354 | 207.9 | 12.7 | 209 | 206.3 | 14.7 | 208.2 | 15.6 | 208.1 | 15.3 | 209.0 | 15.3 | 208.1 | 14.6 | | | | |
| Winter 2006 | 4 | 134 | 201.6 | 13.5 | 203 | 200.6 | 16.5 | 201.6 | 16.1 | 201.7 | 15.3 | 202.8 | 16.2 | 201.6 | 14.6 | | | | |
| Fall 2005 | 4 | 354 | 200.9 | 14.8 | 203 | 199.2 | 16.4 | 199.9 | 17.4 | 202.1 | 17.5 | 202.2 | 16.6 | 200.8 | 16.0 | | | | |
| Fall 2005 | 4 | 1 | | | | | | | | | | | | | | | | | |
| Summer 200 | 4 | 45 | 193.7 | 13.9 | 196 | 192.5 | 14.8 | 191.8 | 16.9 | 195.3 | 19.2 | 193.9 | 15.3 | 194.6 | 15.2 | | | | |
| Summer 200 | 4 | 1 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 4 | 374 | 206.9 | 12.6 | 208 | 204.1 | 15.0 | 206.4 | 15.7 | 207.5 | 14.8 | 208.7 | 15.0 | 207.5 | 14.2 | | | | |
| Fall 2004 | 4 | 386 | 200.5 | 14.6 | 203 | 199.0 | 15.6 | 199.7 | 17.1 | 201.5 | 17.2 | 202.4 | 17.8 | 200.1 | 16.5 | | | | |
| Spring 2004 | 4 | 75 | 204.5 | 12.0 | 206 | 201.6 | 13.7 | 204.7 | 14.6 | 205.2 | 15.5 | 204.8 | 14.1 | 206.3 | 14.0 | | | | |
| Fall 2003 | 4 | 75 | 202.4 | 11.1 | 202 | ***199.1*** | 13.3 | 202.3 | 15.5 | 204.1 | 13.8 | 203.1 | 14.0 | 204.7 | 15.0 | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 5 | 384 | 215.2 | 12.1 | 217 | 213.2 | 13.9 | 215.5 | 15.1 | 215.8 | 14.2 | 216.3 | 14.2 | 215.8 | 15.2 | | | | |
| Winter 2006 | 5 | 74 | 201.2 | 9.4 | 203 | 199.6 | 11.2 | 200.3 | 11.7 | 200.0 | 12.6 | 202.2 | 15.3 | 203.6 | 10.9 | | | | |
| Fall 2005 | 5 | 383 | 207.9 | 13.8 | 210 | 205.8 | 15.5 | 207.8 | 17.3 | 209.4 | 16.3 | 209.5 | 16.9 | 207.3 | 15.4 | | | | |
| Fall 2005 | 5 | 1 | | | | | | | | | | | | | | | | | |
| Summer 200 | 5 | 28 | 203.6 | 11.0 | 204 | 203.4 | 13.1 | 202.7 | 11.3 | 202.6 | 15.5 | 205.0 | 14.4 | 204.5 | 11.8 | | | | |
| Summer 200 | 5 | 5 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 5 | 331 | 213.0 | 12.2 | 214 | 210.8 | 14.4 | 213.4 | 15.6 | 214.9 | 15.1 | 214.0 | 14.8 | 212.2 | 14.7 | | | | |
| Fall 2004 | 5 | 331 | 207.6 | 12.6 | 209 | 205.7 | 16.2 | 207.4 | 15.5 | 208.8 | 15.1 | 209.5 | 14.9 | 206.8 | 13.9 | | | | |
| Fall 2004 | 5 | 2 | | | | | | | | | | | | | | | | | |
| Spring 2004 | 5 | 125 | 209.8 | 14.4 | 212 | ***206.8*** | 16.5 | 209.8 | 16.5 | 211.1 | 15.9 | 211.3 | 17.0 | 210.6 | 17.4 | | | | |
| Spring 2004 | 5 | 1 | | | | | | | | | | | | | | | | | |
| Fall 2003 | 5 | 121 | 206.1 | 14.2 | 207 | 204.1 | 16.8 | 206.1 | 16.0 | 206.6 | 16.4 | 208.2 | 16.9 | 206.2 | 16.5 | | | | |

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Groups with less than students are suppressed because they are not statistically reliable.
* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

## Reading

**Reading Goals Survey 6+ MN V3**

| Term | Grade | Student Count | Mean RIT | Std Dev | Median | Word Recognition Mean | Word Recognition Std Dev | Literal Comprehension Mean | Literal Comprehension Std Dev | Interpretive Comprehension Mean | Interpretive Comprehension Std Dev | Evaluative Comprehension Mean | Evaluative Comprehension Std Dev | Literature Mean | Literature Std Dev | Mean | Std Dev | Mean | Std Dev |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 6 | 345 | 218.7 | 12.5 | 219 | 217.3 | 14.6 | 218.9 | 15.1 | 220.0 | 14.3 | 219.4 | 15.2 | 218.2 | 14.7 | | | | |
| Winter 2006 | 6 | 2 | | | | | | | | | | | | | | | | | |
| Fall 2005 | 6 | 345 | 214.6 | 12.8 | 216 | 212.1 | 14.5 | 214.8 | 15.8 | 216.0 | 15.7 | 215.4 | 14.5 | 214.9 | 15.9 | | | | |
| Summer 200 | 6 | 5 | | | | | | | | | | | | | | | | | |
| Summer 200 | 6 | 8 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 6 | 4 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 6 | 394 | 215.7 | 14.7 | 218 | 214.1 | 16.8 | 215.6 | 17.8 | 216.9 | 17.7 | 217.2 | 15.9 | 215.1 | 16.2 | | | | |
| Fall 2004 | 6 | 10 | 216.4 | 6.9 | 213 | ***212.9*** | 8.5 | **220.8** | 10.9 | 218.0 | 6.4 | 215.8 | 9.8 | 215.3 | 9.4 | | | | |
| Fall 2004 | 6 | 409 | 211.1 | 15.8 | 213 | 209.4 | 17.2 | 210.8 | 19.0 | 212.1 | 19.0 | 212.9 | 17.2 | 210.5 | 17.3 | | | | |
| Spring 2004 | 6 | 2 | | | | | | | | | | | | | | | | | |
| Fall 2003 | 6 | 2 | | | | | | | | | | | | | | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 7 | 411 | 219.6 | 15.3 | 222 | 218.2 | 17.4 | 219.8 | 17.5 | 220.2 | 18.2 | 221.0 | 16.5 | 219.4 | 17.7 | | | | |
| Winter 2006 | 7 | 11 | 206.4 | 10.9 | 207 | 206.7 | 13.0 | 205.7 | 12.8 | 204.6 | 12.0 | **211.3** | 10.0 | ***202.3*** | 16.5 | | | | |
| Fall 2005 | 7 | 3 | | | | | | | | | | | | | | | | | |
| Fall 2005 | 7 | 414 | 215.8 | 15.6 | 218 | 214.4 | 17.6 | 216.3 | 18.5 | 217.1 | 17.8 | 216.4 | 16.7 | 214.9 | 17.7 | | | | |
| Summer 200 | 7 | 1 | | | | | | | | | | | | | | | | | |
| Summer 200 | 7 | 4 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 7 | 2 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 7 | 421 | 219.6 | 14.3 | 222 | 217.9 | 15.6 | 219.6 | 17.4 | 220.8 | 17.0 | 221.0 | 16.6 | 219.2 | 15.8 | | | | |
| Fall 2004 | 7 | 3 | | | | | | | | | | | | | | | | | |
| Fall 2004 | 7 | 429 | 217.5 | 13.2 | 220 | 216.2 | 15.0 | 216.9 | 16.6 | 219.2 | 15.6 | 218.6 | 14.9 | 217.1 | 15.4 | | | | |
| Spring 2004 | 7 | 9 | | | | | | | | | | | | | | | | | |
| Fall 2003 | 7 | 12 | 201.3 | 11.8 | 199 | ***198.1*** | 13.2 | 199.2 | 12.2 | 202.9 | 12.9 | **204.9** | 15.1 | 201.4 | 17.3 | | | | |

Groups with less than students are suppressed because they are not statistically reliable.

* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

# District Summary Report by Grade - Spring 2006
# Moorhead Area Public Schools ISD #152

## Reading

**Reading Goals Survey 6+ MN V3**

| Term | Grade | Student Count | Mean RIT | Std Dev | Median | Word Recognition Mean | Word Recognition Std Dev | Literal Comprehension Mean | Literal Comprehension Std Dev | Interpretive Comprehension Mean | Interpretive Comprehension Std Dev | Evaluative Comprehension Mean | Evaluative Comprehension Std Dev | Literature Mean | Literature Std Dev | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 8 | 430 | 224.1 | 13.8 | 227 | 223.4 | 16.6 | 224.0 | 15.8 | 224.7 | 17.1 | 224.3 | 15.3 | 224.6 | 16.3 | | | | |
| Winter 2006 | 8 | 31 | 210.1 | 15.4 | 215 | **213.2** | 19.0 | 208.6 | 18.4 | 210.5 | 20.0 | 209.2 | 15.1 | 208.7 | 15.8 | | | | |
| Fall 2005 | 8 | 434 | 220.9 | 14.2 | 223 | 220.0 | 16.7 | 220.8 | 16.7 | 222.2 | 17.0 | 221.6 | 15.5 | 220.7 | 16.3 | | | | |
| Summer 200 | 8 | 5 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 8 | 395 | 222.5 | 14.6 | 225 | 221.9 | 16.8 | 222.8 | 18.1 | 223.9 | 17.7 | 223.9 | 16.5 | 221.1 | 16.6 | | | | |
| Winter 2005 | 8 | 3 | | | | | | | | | | | | | | | | | |
| Fall 2004 | 8 | 1 | | | | | | | | | | | | | | | | | |
| Fall 2004 | 8 | 405 | 220.3 | 14.2 | 222 | 219.1 | 16.8 | 221.0 | 17.3 | 221.7 | 16.6 | 221.6 | 16.1 | 219.1 | 16.3 | | | | |
| Spring 2004 | 8 | 13 | 212.5 | 10.7 | 214 | ***207.8*** | 11.9 | 214.2 | 12.8 | 212.9 | 12.3 | **215.9** | 10.8 | ***208.8*** | 18.4 | | | | |
| Fall 2003 | 8 | 19 | 210.7 | 9.9 | 210 | 213.0 | 11.2 | 208.0 | 13.7 | 209.6 | 13.7 | 212.7 | 10.2 | 210.1 | 14.6 | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 9 | 2 | | | | | | | | | | | | | | | | | |
| Spring 2006 | 9 | 396 | 225.7 | 14.7 | 228 | 225.4 | 17.3 | 227.0 | 17.5 | 226.4 | 17.8 | 226.6 | 16.6 | 224.3 | 16.6 | | | | |
| Winter 2006 | 9 | 3 | | | | | | | | | | | | | | | | | |
| Winter 2006 | 9 | 39 | 210.2 | 12.3 | 210 | 210.7 | 16.0 | 210.6 | 13.9 | 210.3 | 16.4 | 210.7 | 14.8 | 209.6 | 14.4 | | | | |
| Fall 2005 | 9 | 2 | | | | | | | | | | | | | | | | | |
| Fall 2005 | 9 | 406 | 223.6 | 15.0 | 226 | 223.9 | 17.4 | 223.8 | 17.9 | 225.1 | 17.9 | 224.2 | 16.2 | 222.1 | 16.2 | | | | |
| Summer 200 | 9 | 2 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 9 | 4 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 9 | 363 | 226.8 | 13.7 | 229 | 226.8 | 16.3 | 226.7 | 16.2 | **229.8** | 17.5 | 227.3 | 15.3 | 224.8 | 16.0 | | | | |
| Winter 2005 | 9 | 7 | | | | | | | | | | | | | | | | | |
| Fall 2004 | 9 | 344 | 224.5 | 13.0 | 226 | 223.2 | 16.3 | 224.9 | 16.2 | 226.6 | 16.9 | 226.1 | 14.6 | 223.9 | 15.1 | | | | |
| Spring 2004 | 9 | 19 | 212.8 | 16.2 | 216 | 215.7 | 17.1 | 212.1 | 17.8 | **216.9** | 17.6 | 210.6 | 21.4 | 210.6 | 17.5 | | | | |
| Fall 2003 | 9 | 17 | 213.2 | 14.7 | 219 | 212.1 | 21.6 | 213.4 | 15.0 | 212.4 | 18.3 | 213.2 | 13.4 | 215.6 | 17.5 | | | | |

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Groups with less than students are suppressed because they are not statistically reliable.
* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

# District Summary Report by Grade - Spring 2006
# Moorhead Area Public Schools ISD #152

## Reading

**Reading Goals Survey 6+ MN V3**

| Term | Grade | Student Count | Mean RIT | Std Dev | Median | Word Recognition Mean | Word Recognition Std Dev | Literal Comprehension Mean | Literal Comprehension Std Dev | Interpretive Comprehension Mean | Interpretive Comprehension Std Dev | Evaluative Comprehension Mean | Evaluative Comprehension Std Dev | Literature Mean | Literature Std Dev | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 10 | 30 | 213.1 | 11.8 | 212 | 212.4 | 17.0 | 213.5 | 14.0 | 213.6 | 13.6 | 214.6 | 15.7 | 212.3 | 13.3 | | | | |
| Winter 2006 | 10 | 22 | 219.9 | 12.3 | 221 | 220.0 | 13.8 | 218.0 | 20.4 | 220.8 | 13.2 | 221.1 | 14.1 | 219.0 | 12.1 | | | | |
| Fall 2005 | 10 | 17 | 211.1 | 13.8 | 215 | ***207.9*** | 12.6 | 209.2 | 15.0 | 212.2 | 16.1 | 212.9 | 17.7 | 213.8 | 17.1 | | | | |
| Summer 200 | 10 | 2 | | | | | | | | | | | | | | | | | |
| Spring 2005 | 10 | 29 | 220.1 | 11.3 | 217 | 222.1 | 14.9 | ***216.8*** | 12.6 | 222.7 | 17.1 | 222.3 | 16.4 | ***217.1*** | 10.4 | | | | |
| Winter 2005 | 10 | 15 | 213.3 | 13.9 | 218 | 211.3 | 17.1 | ***209.5*** | 19.0 | **216.4** | 14.5 | 214.4 | 15.7 | 213.0 | 16.5 | | | | |
| Fall 2004 | 10 | 1 | | | | | | | | | | | | | | | | | |
| Fall 2004 | 10 | 31 | 217.5 | 12.6 | 216 | 217.9 | 14.4 | 219.0 | 15.0 | 217.4 | 17.7 | 218.3 | 15.6 | 214.7 | 17.2 | | | | |
| Spring 2004 | 10 | 21 | 216.7 | 11.6 | 217 | 217.0 | 14.2 | 217.2 | 13.6 | 218.8 | 11.3 | 214.6 | 13.8 | 216.0 | 13.6 | | | | |
| Fall 2003 | 10 | 22 | 216.7 | 16.8 | 216 | 216.3 | 17.3 | 214.6 | 18.3 | 219.7 | 18.2 | 217.0 | 22.2 | 217.7 | 19.7 | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 11 | 35 | 216.3 | 15.2 | 220 | 216.5 | 17.2 | 217.6 | 17.7 | 217.2 | 19.2 | 217.2 | 16.6 | 214.0 | 17.0 | | | | |
| Winter 2006 | 11 | 25 | 219.3 | 14.8 | 223 | 219.4 | 16.7 | 221.4 | 17.5 | 221.2 | 18.9 | 220.4 | 17.6 | ***214.6*** | 16.4 | | | | |
| Fall 2005 | 11 | 32 | 219.3 | 13.6 | 221 | 217.7 | 15.8 | 218.5 | 15.8 | 220.4 | 15.3 | **222.9** | 15.7 | 216.8 | 17.4 | | | | |
| Spring 2005 | 11 | 17 | 213.5 | 15.4 | 210 | 214.0 | 15.9 | **216.5** | 17.0 | 214.5 | 19.9 | 211.1 | 17.0 | 212.1 | 19.9 | | | | |
| Winter 2005 | 11 | 4 | | | | | | | | | | | | | | | | | |
| Fall 2004 | 11 | 15 | 217.5 | 12.2 | 220 | 217.4 | 17.0 | 217.3 | 15.3 | **221.3** | 12.8 | 216.4 | 15.4 | 214.7 | 15.3 | | | | |
| Spring 2004 | 11 | 10 | 212.6 | 13.4 | 217 | 211.6 | 12.4 | 214.4 | 14.5 | 210.5 | 16.5 | 213.1 | 12.3 | 213.9 | 17.7 | | | | |
| Fall 2003 | 11 | 13 | 219.8 | 14.6 | 223 | 217.7 | 13.9 | 220.7 | 19.5 | 218.0 | 23.4 | 221.1 | 13.5 | 220.5 | 17.4 | | | | |
| **Optional Group: None** | | | | | | | | | | | | | | | | | | | |
| Spring 2006 | 12 | 15 | 214.5 | 17.5 | 215 | **219.2** | 21.7 | 213.6 | 21.3 | 214.3 | 17.7 | 213.7 | 18.1 | 212.1 | 19.0 | | | | |
| Winter 2006 | 12 | 12 | 217.3 | 12.2 | 216 | 219.7 | 15.6 | 217.0 | 12.9 | 217.8 | 10.4 | **220.7** | 20.7 | ***213.1*** | 13.9 | | | | |
| Fall 2005 | 12 | 16 | 220.6 | 13.6 | 221 | 223.4 | 16.9 | 222.7 | 13.8 | 223.1 | 22.4 | 219.3 | 10.1 | ***216.6*** | 15.8 | | | | |
| Spring 2005 | 12 | 10 | 221.6 | 12.3 | 225 | 219.3 | 13.4 | 224.5 | 13.1 | 223.3 | 15.0 | ***218.2*** | 10.7 | 222.1 | 15.8 | | | | |
| Winter 2005 | 12 | 6 | | | | | | | | | | | | | | | | | |
| Fall 2004 | 12 | 11 | 216.2 | 15.5 | 216 | 215.3 | 18.8 | 217.0 | 16.3 | 217.4 | 20.0 | 218.4 | 13.8 | 213.5 | 17.6 | | | | |
| Spring 2004 | 12 | 15 | 226.2 | 9.8 | 229 | 228.5 | 14.1 | 226.5 | 11.4 | 227.9 | 9.6 | 228.7 | 14.8 | ***221.7*** | 13.8 | | | | |
| Fall 2003 | 12 | 19 | 224.9 | 10.5 | 225 | ***220.2*** | 9.5 | 225.7 | 11.9 | **232.6** | 19.9 | 227.0 | 15.3 | 223.2 | 11.2 | | | | |

Groups with less than students are suppressed because they are not statistically reliable.

* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

NWEA
Northwest Evaluation Association
*Partnering to help all kids learn*

# Understanding the Student Growth District Summary Report

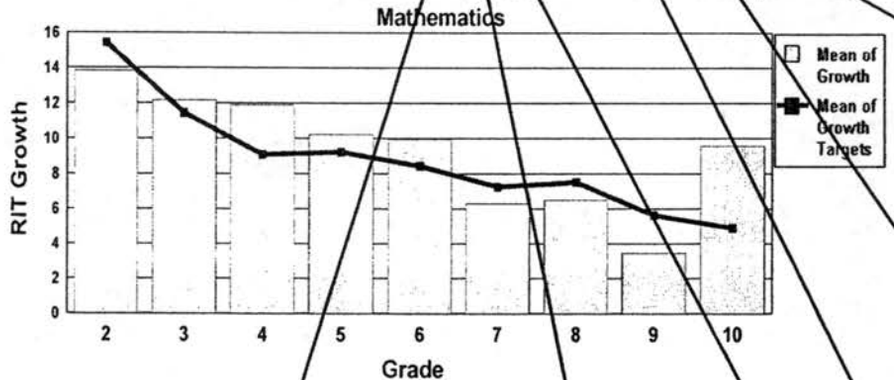
This report aggregates all schools' term to term growth statistics by subject and grade. It is available only for a Fall or Spring term after testing has been declared complete.

## Student Growth District Summary - Fall 2003 to Spring 2004

District: NWEA Sample District

*( Small Group Summary Display is OFF)

| Mathematics | | Fall 2003 | | Spring 2004 | | Growth | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Count | Mean RIT | Std Dev | Mean RIT | Std Dev | Mean | Std Dev | Std Error | Mean Growth Target ** | Growth Index | Percent of Target | Count Meeting Growth Target | Percent Meeting Growth Target |
| Grade 2 | 1,768 | 180.7 | 10.3 | 194.6 | 10.1 | 13.9 | 7.8 | 0.2 | 15.4 | -1.6 | 89.6 | 728 | 41.1 |
| Grade 3 | 1,736 | 193.7 | 10.8 | 205.8 | 10.3 | 12.1 | 7.2 | 0.2 | 11.4 | 0.7 | 106.5 | 982 | 56.6 |
| Grade 4 | 1,708 | 203.9 | 11.0 | 215.8 | 11.4 | 11.9 | 7.0 | 0.2 | 9.1 | 2.8 | 130.9 | 1,163 | 68.0 |
| Grade 5 | 1,809 | 211.1 | 12.3 | 221.3 | 13.2 | 10.2 | 7.6 | 0.2 | 9.2 | 1.0 | 110.9 | 1,043 | 57.7 |
| Grade 6 | 1,850 | 218.4 | 13.5 | 228.3 | 14.7 | 9.9 | 7.9 | 0.2 | 8.4 | 1.5 | 118.0 | 1,100 | 59.3 |
| Grade 7 | 1,841 | 225.8 | 15.3 | 232.1 | 14.7 | 6.3 | 7.2 | 0.2 | 7.2 | -0.9 | 86.9 | 854 | 46.3 |
| Grade 8 | 1,923 | 232.5 | 16.0 | 239.3 | 14.2 | 6.5 | 7.5 | 0.2 | 7.5 | -1.0 | 86.6 | 833 | 43.3 |
| Grade 9 | 1,807 | 237.4 | 16.5 | 240.9 | 16.7 | 3.5 | 7.5 | 0.2 | 5.6 | -2.2 | 61.4 | 746 | 41.2 |
| Grade 10 | 1,785 | 242.4 | 16.1 | 252.2 | 13.1 | 9.8 | 8.4 | 0.2 | 4.9 | 4.7 | 195.9 | 1,350 | 75.5 |




* Summary data for groups with less than 10 students are suppressed because they are not statistically reliable.

** All Targets based on NWEA 2002 RIT Scale Norms

**Count:** The number of students with beginning and ending term RIT scores. This is the number on which all other data in the same reporting unit (e.g., grade) are based.

**Mean Growth Target:** The average of the individual student growth targets. Individual growth targets are defined as the average amount of RIT growth observed for students in the latest NWEA norming study who started the year with a RIT score in the same 10 point RIT block as the individual student.

**Percent Meeting Growth Target:** The percentage of students in the reporting unit that met their individual growth target.

**Count Meeting Growth Target:** The number of students in this reporting unit that met or exceeded their individual growth target.

**Percent of Target:** This is the total student growth divided by the total of target RITs expressed as a percentage. It shows the proportion of the overall RIT growth targets achieved by the students. Performance of 100% is considered average, meaning the student growth equaled the targets. Use in conjunction with the "Percent Meeting Growth Target."

**Growth Index:** The RITs by which the student exceeded the Target RIT (plus values), fell short of the Target RIT (minus values), or exactly met the Target RIT (0).

**Growth Standard Error:** Amount of measurement error associated with the term-to-term growth. If the group could be tested again over the same period with comparable tests, there would be about a 68% chance that term-to-term growth would fall within a range defined by the term-to-term growth plus and minus the Growth Std Error.

**Growth - Mean:** The average change in RIT scores from fall to spring (spring RIT minus fall RIT).

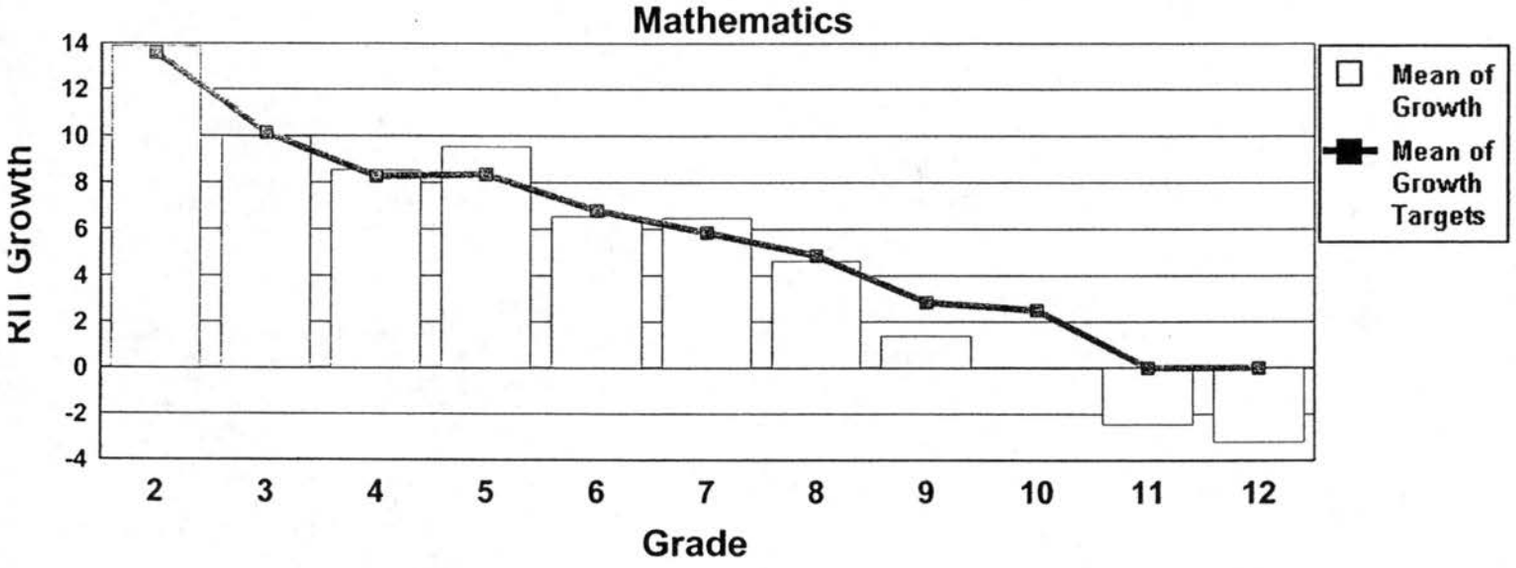
**Growth - Std Dev:** The standard devitation of the term-to-term RIT score change. About 68 percent of the growth scores would be expected to be in one standard deviation below the mean and one standard deviation above the mean

# Student Growth District Summary - Fall 2005 to Spring 2006

## District: Moorhead Area Public Schools ISD #152

*( Small Group Summary Display is OFF)

| Mathematics | | Fall 2005 | | Spring 2006 | | Growth | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Count | Mean RIT | Std Dev | Mean RIT | Std Dev | Mean | Std Dev | Std Error | Mean Growth Target ** | Growth Index | Percent of Target | Count Meeting Growth Target | Percent Meeting Growth Target |
| Grade 2 | 333 | 178.6 | 13.3 | 192.5 | 12.9 | 13.9 | 7.6 | 0.4 | 13.6 | 0.3 | 102.1 | 179 | 53.8 |
| Grade 3 | 343 | 194.9 | 12.3 | 204.9 | 12.1 | 10.0 | 7.2 | 0.4 | 10.1 | -0.2 | 98.5 | 180 | 52.5 |
| Grade 4 | 346 | 206.8 | 12.6 | 215.3 | 12.7 | 8.5 | 7.2 | 0.4 | 8.3 | 0.3 | 103.3 | 184 | 53.2 |
| Grade 5 | 374 | 215.1 | 14.2 | 224.6 | 14.6 | 9.5 | 7.3 | 0.4 | 8.3 | 1.2 | 114.4 | 226 | 60.4 |
| Grade 6 | 332 | 223.9 | 14.9 | 230.4 | 15.2 | 6.5 | 6.8 | 0.4 | 6.8 | -0.2 | 96.4 | 175 | 52.7 |
| Grade 7 | 393 | 227.3 | 16.5 | 233.7 | 17.4 | 6.4 | 6.9 | 0.3 | 5.8 | 0.6 | 110.9 | 231 | 58.8 |
| Grade 8 | 412 | 233.3 | 17.0 | 238.0 | 17.2 | 4.7 | 7.1 | 0.3 | 4.9 | -0.2 | 95.3 | 230 | 55.8 |
| Grade 9 | 347 | 240.1 | 17.3 | 241.5 | 17.2 | 1.4 | 7.1 | 0.4 | 2.8 | -1.5 | 48.8 | 152 | 43.8 |
| Grade 10 | 2 | * | * | * | * | * | * | * | * | * | * | * | * |
| Grade 11 | 9 | * | * | * | * | * | * | * | * | * | * | * | * |
| Grade 12 | 5 | * | * | * | * | * | * | * | * | * | * | * | * |




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Summary data for groups with less than 10 students are suppressed because they are not statistically reliable.

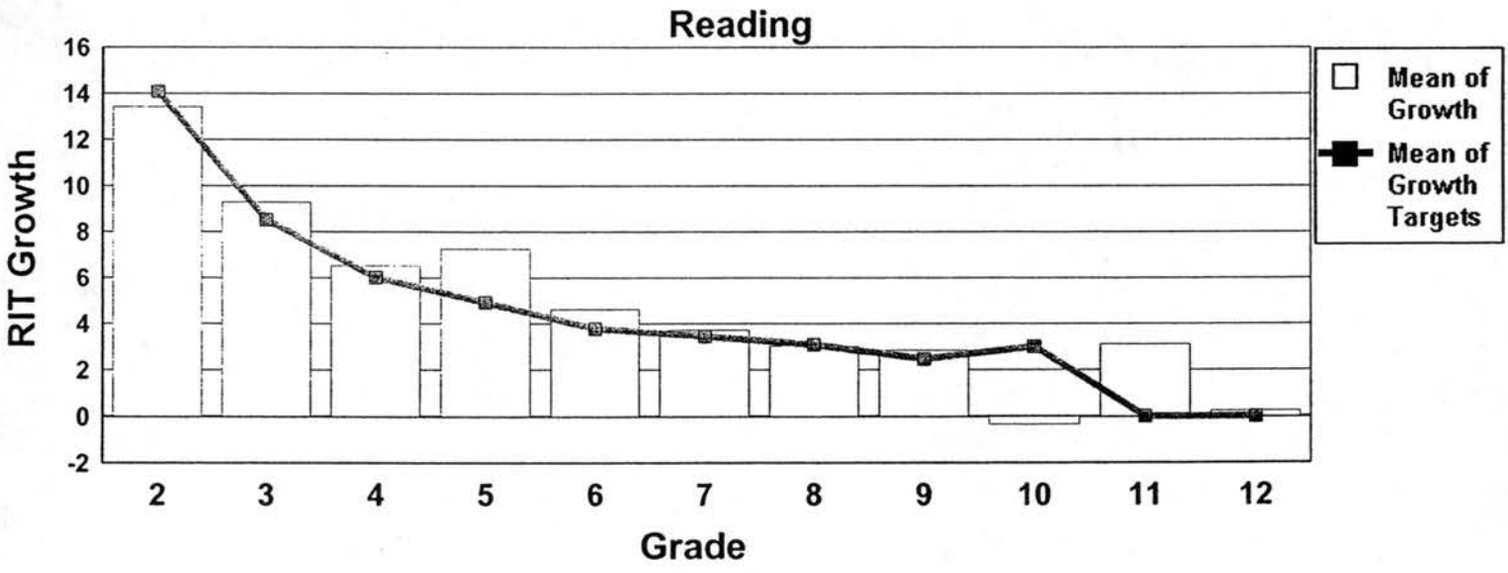
** All Targets based on NWEA 2005 RIT Scale Norms

# Student Growth District Summary - Fall 2005 to Spring 2006

**District: Moorhead Area Public Schools ISD #152**

*( Small Group Summary Display is OFF)

| Reading | Count | Fall 2005 Mean RIT | Fall 2005 Std Dev | Spring 2006 Mean RIT | Spring 2006 Std Dev | Growth Mean | Growth Std Dev | Growth Std Error | Mean Growth Target ** | Growth Index | Percent of Target | Count Meeting Growth Target | Percent Meeting Growth Target |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Grade 2 | 333 | 174.2 | 16.6 | 187.6 | 15.7 | 13.4 | 8.8 | 0.5 | 14.1 | -0.7 | 95.3 | 179 | 53.8 |
| Grade 3 | 345 | 191.8 | 14.9 | 201.1 | 13.3 | 9.3 | 8.5 | 0.5 | 8.5 | 0.8 | 109.0 | 201 | 58.3 |
| Grade 4 | 347 | 201.4 | 14.2 | 207.9 | 12.8 | 6.5 | 7.9 | 0.4 | 6.0 | 0.5 | 108.6 | 201 | 57.9 |
| Grade 5 | 374 | 208.3 | 13.2 | 215.5 | 11.9 | 7.2 | 7.8 | 0.4 | 4.9 | 2.3 | 147.4 | 246 | 65.8 |
| Grade 6 | 333 | 214.8 | 12.6 | 219.4 | 11.6 | 4.6 | 7.3 | 0.4 | 3.8 | 0.9 | 122.6 | 196 | 58.9 |
| Grade 7 | 390 | 216.7 | 14.9 | 220.4 | 14.8 | 3.7 | 7.5 | 0.4 | 3.4 | 0.3 | 108.2 | 214 | 54.9 |
| Grade 8 | 409 | 221.8 | 13.2 | 224.9 | 12.8 | 3.1 | 7.3 | 0.4 | 3.1 | -0.1 | 98.0 | 229 | 56.0 |
| Grade 9 | 345 | 224.5 | 14.6 | 227.4 | 13.2 | 2.9 | 8.2 | 0.4 | 2.5 | 0.4 | 115.7 | 199 | 57.7 |
| Grade 10 | 3 | * | * | * | * | * | * | * | * | * | * | * | * |
| Grade 11 | 9 | * | * | * | * | * | * | * | * | * | * | * | * |
| Grade 12 | 4 | * | * | * | * | * | * | * | * | * | * | * | * |




* Summary data for groups with less than 10 students are suppressed because they are not statistically reliable.

** All Targets based on NWEA 2005 RIT Scale Norms

128

S-M9-B05
12, June 2006

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

June 12, 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 ten Moorhead High students who qualified for the National Forensics League Speech Tournament in Texas in June. The following students will represent the state at the national meet:

   Humorous Interpretation: Andrea Lichtsinn and Sean Benedict
   Dramatic Interpretation: Brendan Frost and Logan Werlinger

Dramatic Duo: Tausha Taylor and Emily Hendrickson, Sadie Langemo and Matt Cerar
Extemporaneous Speaking: Andrew Bakken and Sam Cameron

The Moorhead High speech team was awarded the Team Sweepstakes Award at the National Forensics League Northern Lights District tournament held in March. Rebecca Meyer Larson is the team's coach.

*** **We Are Proud** of the Moorhead Area Public Schools for being recognized by the United Way for the largest dollar increase in employee giving in the education division for the 2005 campaign. The district had a dollar increase of $1,487 and a 22 percent increase in overall giving over the previous campaign. Kim Bushaw served as the district's United Way coordinator. Those who helped coordinate building efforts were Mary Jo Schmid, Doris Babler, Diane Thiel, Ellie Cossette, Kate Rockstad, Charlotte Magin, Shane Nerby, Julie Hoffner, Laura Nylander, Helen Pemble, Deb Pender, Dan Bacon, Kathy Platt, Beth Swanson and Anne Larson.

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

2. **CONSENT AGENDA**

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

A. TEACHING/LEARNING MATTERS - Kovash
(1) Acceptance of Gifts - Pages 8-10
(2) Approval of Student Teacher Agreement - Pages 11-12
(3) Approval of Agreement - Pages 13-19
(4) Approval of Secondary Summer School Programs - Pages 20-26
(5) Approval of Revised Summer School Staffing - Page 27
(6) Approval of Funding - Pages 28-31

B. BUSINESS SERVICE MATTERS - Weston

C. HUMAN RESOURCE MATTERS - Nielsen
(1) Acceptance of Resignations - Page 32
(2) Approval of Change in Contract - Page 33
(3) Approval of Family/Medical Leave - Page 34
(4) Approval of Other Leave - Page 35
(5) Approval of Teacher Recall - Page 36
(6) Approval of New Employees - Page 37
(7) Approval of Alternative Holiday Dates - Page 38

D. SUPERINTENDENT MATTERS - Nybladh
(1) Approval of May 8 and May 22, 2006 Regular Meeting Minutes - Pages 39-49
(2) Approval of June Claims

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

Moved by _____ Seconded by _____
Comments _____

3. **APPROVAL OF CREDIT FOR SUMMER STUDY WITH GOOSEBERRY PARK PLAYERS**: Kovash
Pages 50-60

Suggested Resolution: Move to approve the .5 credit for summer study with the Gooseberry Park Players.

Moved by _____ Seconded by _____
Comments _____

4. **APPROVAL OF POLICY**: Nybladh
Pages 61-62

Suggested Resolution: Move to approve the policy, Mission Statement (104), as presented.

Moved by _____ Seconded by _____
Comments _____

5. **APPROVAL OF POLICY**: Nybladh
Pages 63-65

Suggested Resolution: Move to approve the policy, Policies Incorporated by Reference for Employees/Personnel (499), as presented.

Moved by _____ Seconded by _____
Comments _____

6. **APPROVAL OF POLICY**: Weston
Pages 66-67

Suggested Resolution: Move to approve the policy, Tuition Fees (512), as presented.

Moved by _____ Seconded by _____
Comments _____

7. **APPROVAL OF POLICY**: Kovash
Pages 68-71

Suggested Resolution: Move to approve the policy, Medication (532), as presented.

Moved by _____ Seconded by _____
Comments _____

8. **APPROVAL OF POLICY**: Kovash
Pages 72-78

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

Moved by _____ Seconded by _____
Comments _____

9. **APPROVAL OF POLICY**: Nybladh
Pages 79-80

Suggested Resolution: Move to approve the policy, Policies Incorporated by Reference for Students (599), as presented.

Moved by _____ Seconded by _____
Comments _____

10. **APPROVAL OF POLICY**: Kovash
Pages 81-85

Suggested Resolution: Move to approve the policy, Curriculum Selection and Review, Alternative Instruction and Instructional Resource Reevaluation (620), as presented.

Moved by _____ Seconded by _____
Comments _____

11. **APPROVAL OF POLICY**: Kovash
Pages 86-104

Suggested Resolution: Move to approve the policy, Student Discipline (551), as presented.

Moved by _____ Seconded by _____
Comments _____

12. **APPROVAL OF HEALTH AND SAFETY CONTRACT**: Nielsen
Pages 105-107

Suggested Resolution: Move to approve a one year contract for 2006-2007 in the amount of $2,500 for Health and Safety Management Assistance services from the Lakes Country Service Cooperative.

Moved by _____ Seconded by _____
Comments _____

13. **PRELIMINARY APPROVAL OF 2006-07 ANNUAL OPERATING PLAN**: Weston
Pages 108

Suggested Resolution: Move to approve the 2006-2007 Annual Operating Plan which includes the preliminary budget for the 2006-2007 school year.

Moved by _____ Seconded by _____
Comments _____

14. **COMMITTEE REPORTS**

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

16. **ADJOURNMENT**

## CALENDAR OF EVENTS

| Event | Date | Time | Place |
|---|---|---|---|
| Migrant Summer School | June 19-July 27 | 8 am-4 pm | EHS |
| EXCEL Summer School: | | | |
| Elementary - Grades K-5 | June 20-July 20 | 8 am-12 pm | EHS |
| Elementary - Grades 6-7 | June 13-July 25 | Varies | HMS |
| Secondary - Grades 8-9 | June 13-July 27 | Varies | MHS/RRALC |
| Secondary - Grades 10-12 | June 13-July 27 | Varies | RRALC |
| ESY Summer School | June 20-July 27 | 8 am-12 pm | EHS, HMS, MHS |
| Outreach Summer School | June 14-August 19 | 8:30 am-12 pm | Outreach |
| School Board | June 26 | 7 pm | PCE |
| Holiday | July 4 | | |
| School Board | July 17 | 7 pm | PCE |
| Basic Skills Test Re-takes (Writing, Math and Reading) | July 18-20 | | MHS |
| Early Childhood Screening | August 8-9 | 8:30 am-3:30 pm<br>1-7 pm | PCE |
| School Board | August 14 | 7 pm | PCE |
| School Board | August 28 | 7 pm | PCE |

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.163*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: Donations

DATE: May 29, 2006

Moorhead High School as received donations used to promote participation on the Minnesota Comprehensive Assessment II (MCAII). Preliminary information from the administration at Moorhead High School reports overall participation on the MCAII at 98%. This was an area needing improvement at Moorhead High School.

Donations were received from the following businesses:

| | |
|---|---|
| Cashwise Videos | $200 |
| Pizza Ranch | $200 |
| Papa John's Pizza | $200 |
| Renellis Pizzarea | $200 |
| Pizza Hut | $ 50 |
| Dominos Pizza | $ 50 |
| Hollywood Videos | $ 50 |

**SUGGESTED RESOLUTION:** Move to accept the donations as presented and direct administration to send a thank you card to each.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.164*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Safety Patrol Donations

DATE: May 29, 2006

Robert Asp Elementary and Ellen Hopkins Elementary have received donations to provide for the end of the year activities for the safety patrol. The Ellen Hopkins patrol students had a swim party in Alexandria in May, while Robert Asp patrol students attended the Minnesota twins School Patrol Day on May 15. These activities provide an exciting reward for the dedicated members of our school patrol staff.

Donations were received from the following organizations:

| | |
|---|---|
| American Legion Post 21 | $700.00 |
| Education Minnesota | $325.00 |
| Cenex/Petro Serve | $ 40.00 |
| Clay County Safety Council | $500.00 |
| Hornbachers Foods | $100.00 |
| Moorhead Midday Central Lions Club/Puffe's Jewelry | $100.00 |
| John Rasmussen | $ 50.00 |
| State Bank and Trust | $ 50.00 |
| Vikingland Kiwanis | $300.00 |
| VFW Ladies Auxiliary | $100.00 |

**SUGGESTED RESOLUTION:** Move to accept the donations for the Safety Patrol activities as presented above and direct administration to send a thank you card to each.

LAK/kmr

***DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.171***

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Donation

DATE: June 7, 2006

Moorhead Adult Basic Education has received a donation of $250.00 from Cargill in West Fargo.

**SUGGESTED RESOLUTION:** Move to accept the donation of $250.00 from Cargill and direct administration to send a thank you card.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.160*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: NDSU Student Teacher Agreement

DATE: May 30, 2006

The administration requests approval of the agreement with North Dakota State University (NDSU) for student teachers.

Attached is the agreement with North Dakota State University for the 2006-07 school year for the Moorhead Area Public Schools to serve as a student teacher center. Moorhead Area Public School Policy 921 supports the agreements with universities and colleges to provide field experience for pre-service teachers.

The cooperating teacher(s) agrees to assist and supervise the student teacher(s). An honorarium will be provided for each student teacher supervised. Additional help to the student teacher(s) and the cooperating teacher(s) will be provided by the Teacher Education faculty through visits to the school by teacher educators representing North Dakota State University.

**SUGGESTED RESOLUTION:** Move to approve the student teaching agreement with North Dakota State University for the 2006-07 school year.

LAK/kmr
Attachment

MAY 19 2006

NDSU NORTH DAKOTA STATE UNIVERSITY

School of Education
P.O. Box 5057
Fargo, ND 58105-5057

Administrative Offices
210 Family Life Center
701.231.7921
Fax 701.231.7416
www.ndsu.edu/ndsu/education

May 16, 2006

The following AGREEMENT is an expression of professional cooperation between North Dakota State University and the school district identified below in providing student teaching opportunities for students enrolled in the professional education program.

The Teacher Education Program at North Dakota State University will assign a student teacher(s) to the student teaching site for a minimum period of 7 to 15 weeks of full-time participation. The actual number of student teachers will remain flexible.

The student teacher(s) will be encouraged to assume the responsibilities of regular teachers and to comply with the policies of the school system. At the discretion of the cooperating teacher(s), the student teacher(s) will be expected to increase gradually the number of classes taught until the typical load of a full-time teacher is assumed.

The cooperating teacher(s) agrees to assist and to supervise the student teacher(s). An honorarium will be provided according to the state guidelines for each student teacher supervised. Additional help to the student teacher(s) and the cooperating teacher(s) will be provided by the Teacher Education faculty through visits to the school by teacher educators representing NDSU.

This agreement will be in effect until terminated by an advance written notice of 30 days to the other party, given by either a representative of the school district or by a representative of the School of Education.

THIS AGREEMENT is approved by the following:

| Moorhead Public Schools | Moorhead, MN 56560 |
|---|---|
| School/District | Town/City, State, ZIP Code |

By School District Administrative Representative:

| Larry Nybladh | | |
|---|---|---|
| Printed Name and Title | Signature | Date |

By the School of Education, North Dakota State University, Fargo, North Dakota:

| William Martin | Bill Martin | 5/16/06 |
|---|---|---|
| Chair, School of Education | Signature | Date |
| Kim A. Overton | Kim A Overton | 5-16-06 |
| Director of Field Experiences | Signature | Date |

mp

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.161*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Clay County Public Health Contract

DATE: May 29, 2006

Attached is a renewal agreement and addendum to agreement with Clay County Public Health for early childhood screening services. The Early Childhood Family Education (ECFE) staff provides most of the early childhood screening services. Clay County Public Health has agreed to continue to provide the "mop-ups" for $35.00 per child and will bill Moorhead School District $37.00 per hour, per nurse for Early Childhood screening days. These amounts are the same as the 2005-2006 agreement.

The agreement will be in effect July 1, 2006 and shall be in effect until June 30, 2007.

**SUGGESTED RESOLUTION:** Move to approve the agreement between Clay County Public Health and Moorhead School District for early childhood screening services from July 1, 2006 through June 30, 2007.

LAK/kmr
Attachment

13

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

The Moorhead School District, hereinafter referred to as the "School" and Clay County Public Health, Moorhead, Minnesota hereinafter referred to as the "Provider" enter into this agreement for the period July 1, 2006 through June 30, 2007. These dates allow the school district to cover the fiscal year. Provider services will be requested starting two weeks prior to the first day of classes, throughout the school academic year and lasting two weeks after the last day of classes.

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

## I. PROVIDER RESPONSIBILITIES:

1. Provide nursing services as a back-up in the School as requested.

2. Provide nursing consultation per phone or in person to the School as requested.

3. Assist with immunizations as requested by the school.

4. Assistance with communicable disease control as requested by the School.

5. The public health nurse shall provide the above services to the school district. The day of the week and the length of time spent in the school may vary according to the activity planned and requested by the school.

## II. SCHOOL RESPONSIBILITIES:

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

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

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

No person or persons shall on the ground of race, color, national origin, handicap, age, sex, or religion, be excluded from participation in, be denied the benefits of, or be

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

## III. STAFF:

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

## IV. RECORDS:

1. Individual school health records will be maintained by the school health aide and kept on file in the School in accordance with school policy.

2. Necessary health forms will be provided by the School.

3. The School is responsible to comply with the Data Practices Act which includes notification of data collected, release of information and safeguarding the record.

## V. COST OF SERVICES:

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

## VI. INDEMNIFICATION:

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

School Superintendent (date)

Chair, School Board (date)

Director of Family Health, Clay County Public Health (date)

Administrator, Clay County Public Health (date)

# ADDENDUM TO AGREEMENT

This Addendum is effective on upon execution, and amends and/or is made part of the Agreement by and between Clay County Public Health ("Agency") and Moorhead Public Schools (Business Associate") dated 5/1/06, ("Agreement").

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

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.

2. Use and Disclosure of Protected Health Information. Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Agreement.

3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of Agency, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by Agency. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR; and (c) Agency's health information privacy and security policies and procedures.

4. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from Agency only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:

    (a) The disclosure is required by law; or
    (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:

        (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
        (ii) Notify Business Associate (who shall in turn promptly notify Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

5. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosures of any PHI received from or on behalf of Agency.

6. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.

7. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of Agency, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Agency that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).

8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of Agency to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.

9. Access to PHI. Business Associate shall provide access, at the request of Agency, to PHI in a Designated Record Set, to Agency or, as directed by Agency, to an Individual in order to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable State law. Business Associate shall provide access in the time and manner set forth in Agency's health information privacy and security policies and procedures.

10. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Agency directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Agency or an Individual, and in the time and manner set forth in Agency's health information privacy and security policies and procedures.

11. Accounting of Disclosures of PHI.

    (a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

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

12. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Agency available to Agency and to DHHS or its designee for the purpose of determining Agency's compliance with the Privacy Rule.

13. Reporting. Business Associate shall report to Agency any use or disclosure of PHI not authorized by the Agreement or in writing by Agency. Business Associate shall make the report to Agency's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by Agency's Privacy Official.

14. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.

15. Termination for Cause. Upon Agency's knowledge of a material breach by Business Associate, Agency shall:

    (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by Agency.
    (b) Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible.
    (c) If neither termination nor cure is feasible, Agency shall report the violation to the Secretary.

16. Return or Destruction of Health Information.

    (a) Except as provided in Section 16(b) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
    (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Agency notification of the conditions that make return or destruction

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

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

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of January 1, 2006.

| **AGENCY** | **BUSINESS ASSOCIATE** |
|---|---|
| Signed: _____ | Signed: _____ |
| Print Name: Kathy McKay | Print Name: _____ |
| Title: PH Administrator | Title: _____ |
| Date: _____ | Date: _____ |

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.159*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: 2006 Excel Summer Academy for Grades 6-12

DATE: June 7, 2006

Attached is the 2006 Excel Summer Academy for Grades 6-7, 8-9 and 9-12 staffing and budget information.

Classes for grades 6-7 will be held at Horizon Middle School. Session I classes for grade 8-9 will be held in the Freshman wing at Moorhead High School, session II will be held at Red River Area Learning Center. Classes for grades 10-12 will be held at Red River Area Learning Center. Outreach Summer School classes will be held Monday through Thursday 8:30-12:00.
Three sessions (June 14-July1) (July 12-29) and (August 9-August 19)
The program is directed by Deb Pender.

**SUGGESTED RESOLUTION:** Move to approve the 2006 Excel Summer Academy for Grades 6-12 for Moorhead Schools.

LAK/kmr
Attachment

# Moorhead Area Public Schools

**West Central Regional Juvenile Center**
**Secure and Non Secure Education Programs**
**919 8th Avenue North**
**Moorhead, MN 56560**

## Summer Program
## 2006

## General Information

Dates: Thursday, June 8, 2006 - Wednesday, August 24, 2006 *
Days: Monday - Friday
Hours: 9 a.m. - 12:00 p.m.

## Staffing

**Secure:**

| | Teacher | Paraprofessional |
|---|---|---|
| Classroom A: | All: Zander-Natzke, Katherine | June: Miller, Amy<br>July: Crosby, Gloria<br>August: Moore, Araceley |
| Classroom B: | All: Cihlar, Mary | All: Williams, Angela |

**Non Secure:**

| | | |
|---|---|---|
| | June: Lundwahl, Sara<br>July, August: Melander, Kim | All: Frahm, Pat |
| Substitute: | Teacher: Krier, Ann | Para: TBD |

* No School: Monday, July 3, 2006 - Tuesday, July 4, 2006

## EXCEL Summer Academy Grades 6-7

1) Students with one, two, or three failures combined in any of the core academic areas (Math, Science, Social Studies, Reading or Language Arts), will be highly recommended to attend the EXCEL Summer Academy.

2) Students with four or more failures combined in any of the core academic areas will be required to attend EXCEL Summer Academy.

3) Based on the students' MAP scores and class availability, students will be recommended to EXCEL Summer Academy for skill building in the areas of math and reading.

4) Students who need academic help and do not meet the already described descriptions, but do meet the Targeted Service Criteria from the state, will be allowed to attend the Summer Academy based on parent/guardian request.

***Dates**
**Session I: Science**
Classes will be held from 8:00 – 3:00 on June 13,14,15,16 and 19.
Breakfast and lunch will be provided for session I.

**Session II: Math and Reading**
Classes will be held from 8:00 to 12:00 on June 20,21,22,26,27,28,29 and
July 3, 5, 6
Breakfast will be provided for session II.
***Classes will not meet on Fridays

**Session III: Math and Reading**
Classes will be held from 8:00 to 12:00 on July 10,11,12,13,17,18,19,20,24and 25.
Breakfast will be provided for session III.
***Classes will not meet on Fridays

Student schedules will depend on what classes need to be made up and students' individual academic needs. Students will receive their schedules the first day of each session.

All sessions will be held at Horizon Middle School.

Transportation is the responsibility of the student. City bus tokens are available if needed.

EXCEL Summer Academy for grades 6-7 is free of charge.

**Contacts:**

William Franklin
284-7315
wfranklin@moorhead.k12.mn.us

Deb Pender
284-2230
dpender@moorhead.k12.mn.us

# EXCEL Summer School Grades 8 - 9

***Dates:** Session I: June 13 - June 29 (Monday - Thursday)
Session II: July 10 - July 27 (Monday - Thursday)

***Location:** Session I: Moorhead High School Freshman Wing
Students can be dropped off and picked up at the North Entrance (door #7)
Session II: Red River Area Learning Center
1100 32nd Ave S (Bella Building, West Door)

*Summer school is free of charge. Breakfast and lunch will be provided. Transportation is the responsibility of the student. Bus tokens for the MAT bus will be provided if necessary.

## Session I
## Moorhead High School
## Freshman Wing

| | |
|---|---|
| 7:40 - 7:55 | Breakfast |
| 7:55 - 12:25 | "Project Citizen" - English or Social Studies |
| 12:25 - 12:55 | Lunch |
| 12:55 - 3:10 | Skill Building Math |
| | Skill Building Reading |

## Session II
## Red River Area Learning Center
## 1100 32nd Ave South

| | |
|---|---|
| 7:40 - 7:55 | Breakfast |
| 7:55 - 12:25 | Skill Building Math |
| | Skill Building Reading |
| 12:25 - 12:55 | Lunch |
| 12:55 - 3:10 | Concepts in Science 8 |
| | Concepts in Science 9 |

**Contacts:**

Rachel Lerum
284-2453
rlerum@moorhead.k12.mn.us

Deb Pender
284-2230
dpender@moorhead.k12.mn.us

EXCEL Summer School Grades 10-12

***Registration:** June 12 from 9:00 - 5:00
***Dates:** June 13 - July 27 (Monday - Thursday)
July 3 - 6 off for the 4th of July holiday
***Location:** Red River Area Learning Center
1100 32nd Ave S (Bella Building, West Door)
*Summer school is free of charge. Transportation is the responsibility of the student. Bus tokens for the MAT bus will be provided if necessary.
*Credit opportunity will be limited to 2 credits unless prior approval has been arranged.

**The following class schedules will be arranged with each student during registration:**
*English
*Social Studies
*Health/PE
*ESL
*Parenting
*Math
*Independent Study Electives (Counselor/Administrator approval necessary)

**The following classes have prearranged dates and times for the classes, as much of the material is presented off site:**

Science: Classes are held Tuesdays and Thursdays from 9:10 - 3:25
Session I: June 13, 15, 20, 22, 27 29
Session II: July 11, 13, 18, 20, 25, 27
*To earn .25 credit, 5 out of 6 days of attendance for one session plus completion of assignments is required.
*To earn .50 credit, 10 out of 12 days of attendance for both sessions plus completion of assignments is required.

Work Seminar: Classes are held Mondays from 8:20 - 3:25
June 19, 26
July 10, 24
*To earn .25 credit, 3 out of 4 days of attendance plus completion of assignments is required.

Work Experience: 10 hours of work per week for each period below can earn .25 credit
June 13 - July 7
July 10 - August 4
August 7 - August 31
*Students can earn up to .75 credit of Work Experience throughout the summer.

**Contacts:**
Rachel Lerum
rlerum@moorhead.k12.mn.us
284-2453

Deb Pender
dpender@moorhead.k12.mn.us
284-2230

# Summer, 2006
# Proposed Budget
# Secondary Programs *

| Name | Program | Assignment | Session/Dates | Hours | Rate | Subtotal | Benefit | Subtotal | Total | Budget |
|---|---|---|---|---|---|---|---|---|---|---|
| Lyslo, Elwood | EXCEL 6/7 | Science | 6/13 - 6/19 | 39 | 39.09 | 1524.51 | 0.1265 | 192.8505 | 1717.3605 | RRALC - TS |
| Schmidt, Patti | EXCEL 6/7 | Science | 6/13 - 6/19 | 20 | 39.09 | 781.8 | 0.1265 | 98.8977 | 880.6977 | RRALC - TS |
| Magin, Char | EXCEL 6/7 | Science | 6/13 - 6/19 | 20 | 39.09 | 781.8 | 0.1265 | 98.8977 | 880.6977 | RRALC - TS |
| Kopachek, Kirsten | EXCEL 6/7 | SpEd | 6/13 - 6/19 | 39 | 39.09 | 1524.51 | 0.1265 | 192.8505 | 1717.3605 | TBD |
| LeQuire, Donna | EXCEL 6/7 | Reading | 6/13 - 7/25 | 68 | 39.09 | 2658.12 | 0.1265 | 336.2522 | 2994.3722 | RRALC - TS |
| Monson, Deanna | EXCEL 6/7 | Math | 6/13 - 7/25 | 68 | 39.09 | 2658.12 | 0.1265 | 336.2522 | 2994.3722 | RRALC - TS |
| Dahlvang, Daniel | EXCEL 6/7 | Math | 6/20 - 7/25 | 84 | 39.09 | 3283.56 | 0.1265 | 415.3703 | 3698.9303 | RRALC - TS |
| Kelsch, Mary | EXCEL 6/7 | Math | 6/20 - 7/25 | 84 | 39.09 | 3283.56 | 0.1265 | 415.3703 | 3698.9303 | RRALC - TS |
| Everson, Kate | EXCEL 6/7 | Reading | 6/20 - 7/25 | 84 | 39.09 | 3283.56 | 0.1265 | 415.3703 | 3698.9303 | RRALC - TS |
| Smith, Carla | EXCEL 6/7 | Reading | 6/20 - 7/25 | 84 | 39.09 | 3283.56 | 0.1265 | 415.3703 | 3698.9303 | RRALC - TS |
| Franklin, William | EXCEL 6/7 | Coordination | 6/07 - 8/05 | 218 | 39.09 | 8521.62 | 0.1265 | 1077.985 | 9599.6049 | RRALC - TS |
| Pearson, Cheri | EXCEL 6/7 | Secretary | 6/20 - 7/25 | 150 | 13.14 | 1971 | 0.1275 | 251.3025 | 2222.3025 | RRALC - TS |
| Philpot, Jodi | EXCEL 6/7 | Para | 6/20 - 7/25 | 120 | 39.09 | 4690.8 | 0.1275 | 598.077 | 5288.877 | RRALC - TS |
| Filipi, Jodi | EXCEL 6/7 | SpEd | 6/20 - 7/25 | 84 | 39.09 | 3283.56 | 0.1265 | 415.3703 | 3698.9303 | TBD |
| Simonson, Janel | EXCEL 8/9 | Counselor | 6/13 - 7/27 | 20 | 39.09 | 781.8 | 0.1265 | 98.8977 | 880.6977 | RRALC Lrng Yr |
| Monson, Deanna | EXCEL 8/9 | Math | 6/13 - 7/27 | 95 | 39.09 | 3713.55 | 0.1265 | 469.7641 | 4183.3141 | RRALC Lrng Yr |
| Lyson, Ryan | EXCEL 8/9 | Math | 6/13 - 7/27 | 35 | 39.09 | 1368.15 | 0.1265 | 173.0709 | 1541.2209 | RRALC Lrng Yr |
| Krier, Ann | EXCEL 8/9 | Reading | 6/13 - 7/27 | 95 | 39.09 | 3713.55 | 0.1265 | 469.7641 | 4183.3141 | RRALC Lrng Yr |
| Bakken, Chad | EXCEL 8/9 | Reading | 6/13 - 7/27 | 95 | 39.09 | 3713.55 | 0.1265 | 469.7641 | 4183.3141 | RRALC Lrng Yr |
| Jenkins, Kelsy | EXCEL 8/9 | Social Studies | 6/13 - 7/27 | 60 | 39.09 | 2345.4 | 0.1265 | 296.6931 | 2642.0931 | RRALC Lrng Yr |
| Thies, Andrew | EXCEL 8/9 | Social Studies | 6/13 - 7/27 | 60 | 39.09 | 2345.4 | 0.1265 | 296.6931 | 2642.0931 | RRALC Lrng Yr |
| Lerum, Rachel | EXCEL 8/9 | Coordination | 6/01 - 8/15 | 50 | 39.09 | 1954.5 | 0.1265 | 247.2443 | 2201.7443 | RRALC Lrng Yr |
| Norquay, Donna | EXCEL 8/9 | Secondary | 6/13 - 7/27 | 130 | 27.33 | 3552.9 | 0.1275 | 452.9948 | 4005.8948 | Grant |
| Holland, Norma | EXCEL 8/9 | Secondary | 6/13 - 7/27 | 240 | 17.8 | 4272 | 0.1275 | 544.68 | 4816.68 | Grant |
| Scheet, Linda | EXCEL 8/9 | Social Worker | 6/13 - 7/27 | 200 | 39.09 | 7818 | 0.1265 | 988.977 | 8806.977 | Grant |
| Meyer, Rachel | ALC 10/12 | Coordination | 6/01 - 8/15 | 200 | 39.09 | 7818 | 0.1265 | 988.977 | 8806.977 | RRALC Lrng Yr |
| Tweten, Shirley | ALC 10/12 | ESL | 6/13 - 7/27 | 120 | 39.09 | 4690.8 | 0.1265 | 593.3862 | 5284.1862 | RRALC Lrng Yr |
| Babolian, Pat | ALC 10/12 | Science | 6/13 - 7/27 | 130 | 39.09 | 5081.7 | 0.1265 | 642.8351 | 5724.5351 | RRALC Lrng Yr |
| Lien, Chris | ALC 10/12 | English | 6/13 - 7/27 | 130 | 39.09 | 5081.7 | 0.1265 | 642.8351 | 5724.5351 | RRALC Lrng Yr |
| Gulbranson, Alecia | ALC 10/12 | Science | 6/13 - 7/27 | 100 | 39.09 | 3909 | 0.1265 | 494.4885 | 4403.4885 | RRALC Lrng Yr |
| Moore, Araceley | ALC 10/12 | Para | 6/13 - 8/15 | 240 | 13.14 | 3153.6 | 0.1275 | 402.084 | 3555.684 | RRALC Lrng Yr |
| Morse, Dolly | ALC 10/12 | Para | 6/13 - 8/15 | 180 | 12.96 | 2332.8 | 0.1275 | 297.432 | 2630.232 | RRALC Lrng Yr |
| Charlton, Mary | ALC 10/12 | Health/PE | 6/13 - 7/27 | 55 | 39.09 | 2149.95 | 0.1265 | 271.9687 | 2421.9187 | RRALC Lrng Yr |
| Krier, Ann | ALC 10/12 | Secretary | 6/13 - 7/27 | 120 | 12.79 | 1534.8 | 0.1275 | 195.687 | 1730.487 | RRALC Lrng Yr |

** All staffing and related expenditures are contingent on student enrollment .*

# Summer, 2006
# Proposed Budget
# Secondary Programs *

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Cihlar, Mary | ALC 10/12 | Indep Study | 6/13 - 7/27 | 98 | 39.09 | 3830.82 | 0.1265 | 484.5987 | 4315.4187 | RRALC Lrng Yr |
| Dwyer, Britta | ALC 10/12 | Math | 6/13 - 7/27 | 130 | 39.09 | 5081.7 | 0.1265 | 642.8351 | 5724.5351 | RRALC Lrng Yr |
| Welken, Ken | ALC 10/12 | Math | 6/13 - 7/27 | 130 | 39.09 | 5081.7 | 0.1265 | 642.8351 | 5724.5351 | RRALC Lrng Yr |
| Scheet, Linda | ALC 10/12 | Parenting | 6/13 - 7/27 | 50 | 39.09 | 1954.5 | 0.1265 | 247.2443 | 2201.7443 | RRALC Lrng Yr |
| Hawkins, Brad | ALC 10/12 | Science, Wk Ex | 6/13 - 7/27 | 175 | 39.09 | 6840.75 | 0.1265 | 865.3549 | 7706.1049 | RRALC Lrng Yr |
| Jenkins, Kelsey | ALC 10/12 | Social Studies | 6/13 - 7/27 | 75 | 39.09 | 2931.75 | 0.1265 | 370.8664 | 3302.6164 | RRALC Lrng Yr |
| Bjerke, Sheila | ALC 10/12 | Secretary | 6/13 - 7/27 | 100 | 9 | 900 | 0.0765 | 68.85 | 968.85 | RRALC Lrng Yr |
| Hagen, Pauline | ALC 10/12 | Math | 6/13 - 7/27 | 100 | 39.09 | 3909 | 0.1265 | 494.4885 | 4403.4885 | RRALC Lrng Yr |
| Ramsey, Megan | Secondary | Registrar/Para | 6/13 - 8/15 | 200 | 12.59 | 2518 | 0.1275 | 321.045 | 2839.045 | Grant |
| Bentz, Tina | ALC 10/12 | Social Studies | 6/13 - 7/27 | 75 | 39.09 | 2931.75 | 0.1265 | 370.8664 | 3302.6164 | RRALC Lrng Yr |
| Zander-Natzke, Kath | WCRJC | General Studies | 6/8 - 8/24 | 164 | 39.09 | 6410.76 | 0.1265 | 810.9611 | 7221.7211 | Care/Treatment |
| Cihlar, Mary | WCRJC | General Studies | 6/8 - 8/24 | 174 | 39.09 | 6801.66 | 0.1265 | 860.4099 | 7662.0699 | Care/Treatment |
| Lundwall, Sarah | WCRJC | General Studies | 6/8 - 6/30 | 55 | 39.09 | 2149.95 | 0.1265 | 271.9687 | 2421.9187 | Care/Treatment |
| Melander, Kimberly | WCRJC | General Studies | 7/1 - 8/24 | 119 | 39.09 | 4651.71 | 0.1265 | 588.4413 | 5240.1513 | Care/Treatment |
| Krier, Ann | WCRJC | General Studies | sub - as assgn | 10 | 39.09 | 390.9 | 0.1265 | 49.44885 | 440.34885 | Care/Treatment |
| Crosby, Gloria | WCRJC | Para | 7/1 - 7/31 | 57 | 14.43 | 822.51 | 0.1275 | 104.87 | 927.38003 | Care/Treatment |
| Miller, Amy | WCRJC | Para | 6/8 - 6/30 | 51 | 9 | 459 | 0.1275 | 58.5225 | 517.5225 | Care/Treatment |
| Frahm, Pat | WCRJC | Para | 6/8 - 8/24 | 162 | 13.69 | 2217.78 | 0.1275 | 282.7669 | 2500.5469 | Care/Treatment |
| Williams, Angela | WCRJC | Para | 6/8 - 8/24 | 162 | 12.41 | 2010.42 | 0.1275 | 256.3286 | 2266.7486 | Care/Treatment |
| Moore, Aracely | WCRJC | Para | 8/1 - 8/24 | 54 | 13.14 | 709.56 | 0.1275 | 90.4689 | 800.0289 | Care/Treatment |
| Nylander, Laura | Outreach | General Studies | 6/19 - 8/17 | 104 | 39.09 | 4065.36 | 0.1265 | 514.268 | 4579.628 | ESY |
| Molstre, Joanne | Outreach | General Studies | 6/19 - 8/17 | 104 | 39.09 | 4065.36 | 0.1265 | 514.268 | 4579.628 | ESY |
| Hennessy, Michael | Outreach | Para | 6/19 - 8/17 | 108 | 12.78 | 1380.24 | 0.1275 | 175.9806 | 1556.2206 | ESY |
| Pemble, Patti | Outreach | Para | 6/19 - 8/17 | 112 | 12.78 | 1431.36 | 0.1275 | 182.4984 | 1613.8584 | ESY |
| Kimball, Guy | Outreach | General Studies | sub - as assgn | 16 | 39.09 | 625.44 | 0.1265 | 79.11816 | 704.55816 | ESY |
| TBD | Outreach | Para | Sub | 3.5 | 9 | 31.5 | 0.1275 | 4.01625 | 35.51625 | ESY |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | Hours | | Salary | | Benefits | Total | |
| | | | | 6106 | | 187064.71 | | 23651.77 | 210716.48 | |



** All staffing and related expenditures are contingent on student enrollment .*

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.170*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Revised Summer School Staff

DATE: June 6, 2006

Attached are the revised summer school programming staff lists. Changes were made due to enrollment figures and staffing availabilities.

**EXCEL Summer 2006** changes are:

Addition of summer staff: Jon Moe, Cheryl Olson and Lisa Pribula
Addition of Paraprofessionals: Aitan Jahi, Jodi Philpot, Morima Flores and JoAnn Helmstetter

**ESY Paraprofessionals and Other Staff: (**Amended staff 6/5/06)**

Adrian, Ronda
Alverson, Loree
Bachman, Cheryl
Brands, Amy, Intrepreter**
Buth, Deb
Calvert, Connie
Dockter, Lonnie
Ellingsberg, Alice
Erickson, Cara
Forsberg, Deb
Gilbertson, Jackie
Gregoire, Stacie**
Hanson, Tiffany
Hausauer, Wendy
Hillstad, Colleen
Huber, Cassandra**
Hubring, Jolene
Kadrie, Marian
Krenz, Vicki (COTA)
Larson, Barb
Larson, Carol**
Larrimore, Sue
Linder, Amber
Majidian, Tracy
McLean,Ian
Miller, Bonita
Mjones, Lori
Olson, Elizabeth
Pederson, Linda
Peterson, Jennifer
Stoddard, Rhonda
Stoddard, Sally
Swanson, Jessica
Tack, LuAnn
Toso, Donna
Vargas, Rose
Watnemo, Tami
Watrnemo, Treva
Young Denise
(2) additional Para's

**SUGGESTED RESOLUTION:** Move to approve the revised staffing list for Moorhead Schools summer school programs.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.169*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: Carl Perkins Funding for Instructional Materials

DATE: May 31, 2006

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

1 Portion Size kit, 1 Great Food replica set, 1 Food Guidelines replica set, 8 Color Wheels, 7 NSF cookie sheets, 7 Silicone loaf pans, 7 Silicone round cake pans, and 7 Silicone square pans.

The total amount of the award if $538.78. These materials are to be used by the Family and Consumer Science Program at Horizon Middle School.

**SUGGESTED RESOLUTION:** Move to accept the funding for the instructional material listed above from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia valued at $538.78 to be used by the Family and Consumer Science Program at Horizon Middle School.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.168*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

SUBJECT: Carl Perkins Funding for Instructional Materials

DATE: May 31, 2006

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

1 Canon i9900 Photoprinter, 4 Canon PowerShot S80 digital cameras,
4 Kingston SD Memory Cards, 4 Dane-Elec zMate 1 GB flash drives, and
4 Lexar multi-card readers.

The total amount of the award if $2,794.68. These materials are to be used by the Family and Consumer Science Program at Moorhead High School.

**SUGGESTED RESOLUTION:** Move to accept the funding for the instructional material listed above from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia valued at $2,794.68 to be used by the Family and Consumer Science Program at Moorhead High School.

LAK/kmr

***DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.166***

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Carl Perkins Funding for Instructional Materials

DATE: May 31, 2006

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

> 6 Portion Size kits, 1 Food Guidelines replica set, 6 Color Wheels, 12 NSF Bakeware sets, 24 NSF cookie sheets, 24 Silicone loaf pans, 24 Silicone round cake pans, and 24 Silicone square pans.

The total amount of the award if $1,092.75. These materials are to be used by the Family and Consumer Science Program at Moorhead High School.

**SUGGESTED RESOLUTION:** Move to accept the funding for the instructional material listed above from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia valued at $1,092.75 to be used by the Family and Consumer Science Program at Moorhead High School.

LAK/kmr

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.162*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Carl Perkins Funding for Instructional Materials

DATE: May 29, 2006

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

8 eMac laptop computers

The total amount of the award if $6,272. These materials are to be used by the Work Experience Disadvantaged Program at Moorhead High School.

**SUGGESTED RESOLUTION:** Move to accept the funding for the instructional material listed above from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia valued at $6,272 to be used by the Work Experience Disadvantaged Program at Moorhead High School.

LAK/kmr

**HUMAN RESOURCE** **MEMO #: HR .06.138**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Resignations

DATE: June 5, 2006

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

| | |
|---|---|
| Katie LeSage | Paraprofessional, S.G.Reinertsen, effective at the end of the 2005-2006 school year. |
| Brenda Port | Paraprofessional, High School, effective at the end of the 2005-2006 school year. |
| Jackie Schultz | Language Facilitator, Ellen Hopkins Elementary, effective at the end of the 2005-2006 school year. |

**SUGGESTED RESOLUTION**: Move to approve the resignation of Katie LeSage, Brenda Port and Jackie Schultz as presented.

RN/jal

| HUMAN RESOURCE | MEMO #: HR .06. 140 |
|---|---|

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Change in Contract

DATE: June 5, 2006

The administration requests approval of the change in contract for the following person:

John Keller — French Teacher, Horizon Middle School, from .67 FTE to .42 FTE beginning with the 2006-2007 school year.

**SUGGESTED RESOLUTION:** Move to approve the change in contract for John Keller.

RN/smw

**HUMAN RESOURCE** **MEMO #: HR .06.139**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Family/Medical Leave

DATE: June 5, 2006

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

| | |
|---|---|
| Linn Webb | 2nd Grade Teacher, Robert Asp Elementary, to begin approximately August 2, 2006 and extending through the 2006-2007 school year. |
| Jill Bickler | Language Arts Teacher, High School, to begin approximately August 3, 2006 for approximately six weeks. |
| Donald Platt | Custodian, Ellen Hopkins Elementary, to begin May 19, 2006 through June 16, 2006. |
| Gene Boyle | Principal, High School, to begin June 16, 2006 for approximately four to six weeks. |
| Edward Breedon | Computer Tech, High School to begin June 14, 2006 for three weeks. |

**SUGGESTED RESOLUTION:** Move to approve the Family/Medical Leave for Linn Webb and Jill Bickler pursuant to Section IV, Article 38 of the Teachers' Master Agreement, Donald Platt pursuant to Article IX, Section 3 of the Custodians' Master Agreement, Gene Boyle pursuant to Article XII, Section 6 of the Principals' Master Agreement and Ed Breedon pursuant to Article IX, Section 3 of the TCI Master Agreement.

RN/jal

| HUMAN RESOURCE | MEMO #: HR .06.142 |
|---|---|

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Leave of Absence

DATE: June 6, 2006

The administration requests approval of Other Leave for the following person:

Rochelle Walswick Teacher, Robert Asp Elementary, effective for the 2006-2007 school year.

**SUGGESTED RESOLUTION:** Move to approve the Leave of Absence according to Article 43 of the Teachers' Master Agreement.

RN/smw

**HUMAN RESOURCE** **MEMO #: HR .06.137**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Teacher Recall

DATE: June 5, 2006

The administration requests the approval of the recall of the following person under the provisions of Aricle XXII of the Teachers' Master Agreement.

| | |
|---|---|
| Sayra Crary | ESL Teacher, Robert Asp Elementary, .5 FTE, $17,541.50 effective for the 2006-2007 school year. (Replacing Carrie Lawrence) |

**SUGGESTED RESOLUTION**: Move to approve the recall of Sayra Crary pursuant to Article XXII of the Teachers' Master Agreement.

RN/jal

| HUMAN RESOURCE | MEMO #: HR .06.136 |
|---|---|

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: New Employees

DATE: June 5, 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.

| | |
|---|---|
| Eric Dobervich | Chemistry Teacher, High School, .875 FTE, BA+10 (2) $29,048.25, effective for the 2006-2007 school year. (Replacing Richard Klomstad) |
| Ann Hagen | Business Teacher, High School, .8125 FTE, BA+10 (1) $26,026.81, effective for the 2006-2007 school year. (Replacing Robert Anderson) |
| Cassandra Waggoner | Speech Teacher, EIS, 1.00 FTE, MA (0) $34,809, effective for the 2006-2007 school year. (Replacing Candace Allen) |
| Greta Neuleib | Early Childhood Special Education Teacher, EIS, BA (0) $3,080.03, (Replaces Sarah Brendemuhl temporary position) |

**SUGGESTED RESOLUTION**: Move to approve the employment of Eric Dobervich, Ann Hagen, Cassandra Waggoner and Greta Neuleib as presented.

RN/jal

| HUMAN RESOURCE | MEMO #: HR .06.141 |
|---|---|

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: Alternative Holiday Dates

DATE: June 6, 2006

During the 2006-2007 school year, there are two paid holidays which fall on weekend days. An alternate day for each of these paid holidays must be approved by the School Board for those affected employees.

Typically when a holiday falls on a Sunday, the following Monday is selected as the alternate holiday. Since the Monday is also a holiday, this will move the Monday holiday the the next day for both the Christmas Day and the New Years Day holidays.

A. Christmas Eve - from December 24, 2006 to December 25, 2006
B. Christmas Day - from December 25, 2006 to December 26, 2006
C. New Year's Eve Day - from December 31, 2006 to January 1, 2007
D. New Year's Day - from January 1, 2007 to January 2, 2007

These changes are in synchronization with the school calendar for 2006-2007 and are not student contact days.

**SUGGESTED RESOLUTION:** Move to approve alternate holidays as presented for the Christmas Eve, Christmas Day, New Year's Eve and New Year's Day holiday as presented.

RN/smw

**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.

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

**WE ARE PROUD**:

*** **We Are Proud** of 19 Horizon Middle School students who were finalists at the Regional History Day competition held at MSUM on March 20. The National History Day theme for 2006 is "Taking a Stand in History: People, Ideas, Events." The following sixth- and seventh-grade students represented the Northwest Minnesota Region at the State History Day competition at the University of Minnesota on April 30:

Individual Exhibit:
Austin Hauf
Evangeline Holley
Brittany Kortuem
Seiko Shastri

Group Exhibit:
Matt Fernholz, Matt Walton and Matt Watnemo

Group Documentary:
Amanda Casselton, Taylor Engelking and Carissa Johnson

Group Performance:
Darian Hansen and Jenny Noble
Matt Jenson, Annie Barnum and Justin Hiltwein
Lillian Hannahs, Nancy Cook, Dellaray Hager and Kayla Bertrand

At the state competition, the group documentary by Amanda Casselton, Taylor Engelking and Carissa Johnson received an honorable mention and won the James J. Hill Reference Library topical award. The group performance by Lillian Hannahs, Nancy Cook, Dellaray Hager and Kayla Bertrand won the Dutch History topical award.

Teachers of these students are Lynn Johnson, Kate Evenson, Marsha Johansen and Carla Smith. Lois Brown is the gifted and talented coordinator at Horizon Middle School.

*** **We Are Proud** of Horizon Middle School students who had outstanding achievement in the 2006 Midwest Academic Talent Search. A recognition ceremony was held April 25 to recognize the accomplishments of the 38 students from Horizon Middle School who participated in this year's Midwest Talent Search conducted by the Center for Talent Development at Northwestern University. Special recognition was given to students with outstanding achievement. Top scoring students on the ACT were Lukas Gemar, Adam Brewer and Elise Wright. Top scoring students on the SAT were eighth graders Leewana Thomas, Dakota Potter and Clay Schwartzwalter and seventh graders Libby Sternhagen, Henry Dobbs, Austin Hauf, and Seiko Shastri. The Midwest Talent Search is coordinated at Horizon Middle School by Lois Brown.

*** **We Are Proud** of the Moorhead High School Freshman Orchestra and the Horizon Middle School 8th Grade Orchestra for taking top honors at the MNSOTA Tier I Festival in March. Both orchestras received Superior with distinction ratings, the highest rating possible.

The results qualified the Freshman Orchestra and 8th Grade Orchestra to perform at the Tier 2 Festival, held March 27 at Orchestra Hall in Minneapolis. The Tier 2 Festival featured only the top Middle Level Orchestras in Minnesota. The Freshman Orchestra is directed by Jon Larson, and the 8th Grade Orchestra is directed by Brian Cole and Doug Neill.

*** **We Are Proud** of the Moorhead High School Chamber Orchestra and Symphony Orchestra for earning top honors at the Region 8AA Large Group Music Contest on March 28. Each orchestra was awarded three star superior ratings, the highest ranking of any of the orchestras competing in the contest. The Chamber Orchestra performed Grieg's "Holberg Suite," and the Symphony Orchestra performed the final movement of Dvorak's "New World Symphony" and Holst's "Jupiter." The Moorhead High School Orchestras are under the direction of Jon Larson.

*** **We Are Proud** of Jim Kapitan, Moorhead High School girls basketball head coach, for being invited to coach in the 2006 Girls Basketball All-Star Series on April 21-23 at the University of St. Thomas and St. Cloud State University. The All-Star Series is sponsored by the Minnesota

Coaches Association.

Horizon Middle School student Carissa Johnson presented the James J. Hill documentary that received an honorable mention.

James J. Hill is a family ancestor of Dr. Larry Nybladh.

**MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS**: None.
**CONSENT AGENDA**: Tomhave moved, seconded by Dulski, to approve the following items on the Consent Agenda:

Gift - Accept the $2,000 donation from Wells Fargo Bank for the *Team Up for Our Schools* program which donates up to $40 for each checking account and related services that were opened during the summer months. The donation will be used to purchase K-12 math manipulatives.

Funding - Accept funding from the Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia as follows:

> $425 of partial funding to purchase the "Introduction to Journalism" Teacher Edition and Classroom Set from Teaching Point. These materials will be used by the Work Experience Disadvantaged program at the River River Area Learning Center.
>
> $801.73 that includes a Sharp Microwave Convection Oven, DVD Nutrition Basics, DVD Breakfast Eggstravaganza, DVD Spoiled Rotten, Fast Food Survival Guide, Poster Fat, The Low Carb Craze, and MN Careers 2007 (2 boxes of 25). The materials will be used by the Family and Consumer Science program at Horizon Middle School.
>
> $734 (registration, lodging, meals, mileage, and substitute reimbursement expenses) for professional develop travel for MHS teachers Mary Flesberg and Denita Clapp to attend the Minnesota Business Educators, Inc., Spring Mini Conference in Eagan, MN on April 21-22, 2006.
>
> $865 for professional development travel for Lauren Rood to attend the AYES 2006 Instructor Training Conference in Dearborn, MI on July 17-21, 2006.

Resignations

James Halpin - Custodian, High School, effective April 28, 2006.

Carrie Lawrence - Teacher, Ellen Hopkins Elementary & Robert Asp Elementary, effective at the end of the 2005-2006 school year.

Change in Contract

Shari Nelson - Food & Nutrition Server, Robert Asp Elementary, 2.75 hours per day, $7.98 per hour to Lunchroom Supervisor, Robert Asp Elementary, 2.5 hours per day $7.98 per hour, effective May 3, 2006

Brenda Krueger - Title 1 Teacher, Ellen Hopkins Elementary, full time to Title 1 Teacher, Ellen Hopkins Elementary, part time for the 2006-2007 school year.

Tracey Boehm - Spanish Immersion Teacher, Ellen Hopkins Elementary, full time to Title 1 Teacher, Ellen Hopkins Elementary, part time for the 2006-2007 school year.

New Employee

Natheer Ramo - Bus Driver, Transportation, $11.22 per hour, 10 hours per week, effective April 21, 2006. (Replaces .50 of Eileen Johnson)

Susan Mork - Paraprofessional, Partners in Learning, $12.22 per hour, 20 hours per week, effective April 24, 2006. (Replaces Moraima Flores)

Abram Perez - Custodian, High School, A12 (3) $11.97 per hour, 8 hours per day, effective May 4, 2006. (Replaces Mark Evenson)

Erika Cantu - Paraprofessional, Ellen Hopkins Elementary, B21 (0-2) $12.22 per hour, 6.5 hours per day, effective April 7, 2006. (Replaces Tracey Branden)

Minutes - Approve the April 10 and 24, 2006 regular meeting minutes as presented.

Claims - Approve the April Claims, subject to audit, in the amount of $889,860.23.

| | |
|---|---|
| General: | $744,635.09 |
| Food: | $101,992.36 |
| Community Service: | $29,914.12 |
| Debt Service: | $13,318.66 |
| TOTAL | $889,860.23 |

Motion carried 7-0.

**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.)

Summer School Programming - Sarah King and Scott Matheson presented information regarding summer programming for Moorhead Area Public School students. Summer programs will be held at Hopkins, Horizon, Moorhead High School, and Red River Area Learning Center.

**FIRST READING OF POLICY**: The Board conducted a first reading of the policy, Wellness (536).

Teresa Schume, 910 10th Street South, addressed the Board as a member of the Concerned Parents for School Nutrition and recommended minor revisions be made to the policy.

**BASIC SKILLS TEST RESULTS - WRITING**: Kovash presented results of the January 2006 Basic Skills Test for Moorhead Area Public Schools along with information on the MCA II/GRAD tests.

**COMMITTEE REPORTS**: Brief reports were heard related to the Clay County Joint Powers, S.G. Reinertsen DARE Graduation, S.G. Reinertsen PTAC, Health/Safety/Wellness Committee, and Activities Council meetings.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**: Chair Erickson reminded Board members of the May 22nd School Board Retirement Reception scheduled for 5:30 p.m. in PCE Board Room, the June 4th Graduation Ceremony at 2:00 p.m. at the Concordia College Field House, the May 6th Robert Asp DARE Graduation at 1:30 p.m., and the May 11th Ellen Hopkins DARE Graduation at 1:30 p.m. Board members were asked to contact Michelle with their plans for attending the June 4th graduation ceremony.

The meeting recessed at 8:23 p.m.; the Chair reconvened the meeting at 8:31 p.m.

**CLOSE PUBLIC MEETING**: Ladwig moved, seconded by Tomhave, to close the public meeting at 8:34 p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies. Motion carried 7-0.

**OPEN PUBLIC MEETING**: Tomhave moved, seconded by Siggerud, to open the public meeting at 9:03 p.m. Motion carried 7-0.

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

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Carol Ladwig, Clerk

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

**MEMBERS ABSENT**: Mike Siggerud and KristineThompson.

**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 Ladwig, to approve the agenda as presented. Motion carried 5-0.

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

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

Gifts
Accept the following donations:

> $300 donation of a commercial grade microwave from Horizon's PTAC for Teacher Appreciation Week for use in the staff lounge.
>
> $1,077.88 donation of two eMachine computers ($450 each), two Lexmark X2350 Printers ($58.88 each), 2 Ink Jet print cartridges ($19.63 each), two reams of paper ($4.47 each) and two reams of paper ($5.96 each) from WalMart (Dilworth) through money from Frito Lay. The equipment will be used in the Moorhead High School media center to replace outdated equipment.

Funding - Accept funding from the Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia as follows:

> $187.50 for 75 copies of *MnCareers 2007* student workbooks from the MN Department of Education. The workbooks will not arrive until September 2006 and will be used by the Work Experience Disadvantaged Program at Red River Area Learning Center.

$3,684,80 for four Smartdisk Fire Lite Harddrives 80G, three Telex BP-1002 beltpacks, three Beyerdynamic DT-108 headsets, and five Canare ECO50F microphone cables, and a Kanguru 1 to 7 DVD duplicator. The equipment will be used by the Administrative Support Occupations Program at Moorhead High School.

$973.61 for one Canon PowerShot S80 digital camera, one Canon PowerShot SD500 digital camera, two Lexar flash memory cards 512 MB SD, one Dane-Elec zMate Pen USB 2.0 flash drive, and one Lexar SB 2.0 multi-card reader. The materials will be used by the Family and Consumer Science Program at Horizon Middle School.

$820.03 for two Canon PowerShot S80 digital cameras, one Lexar flash memory card 512 MS SD, and six Dane -Elec zMate Pen USB 2.0 flash drives. The materials will be used by the Work Experience Disadvantaged Program at Red River Area Learning Center.

Grants

Accept the $7,997 American Indian Parent Training grant from the MN Department of Education to provide training to American Indian parents and families to improve student learning. The grant funding is effective April 2006 through December 2006.

Accept the $118,542 Summer Migrant Education Program grant from the MN Department of Education for the 2006 summer program.

Contract

Approve the Lakes Country Service Cooperative's No Child Left Behind and Minnesota Academic Standards Consortium Contract for Services for the 2006-07 school year. The program benefits include reduced costs for regional workshops, consultation and leadership in best practices in curriculum, assessment and standards.

Revised Census Numbers - Accept the change of the census number from 36,282 to 37,529 as indicated in Minnesota demographic information. The increase of 1,247 residents would result in additional revenue of $6,771 per year plus an additional increase for youth development.

Summer School Programs

Approve the following summer school programs:

2006 Excel Summer Term from June 20, 2006 through July 20, 2006 at Ellen Hopkins School.

2006 Migrant Summer School Program from June 19, 2006 through July 27, 2006 at Ellen Hopkins School.
2006 Special Education Extended School Year (ESY) Program from June 20, 2006 through July 27, 2006 at Ellen Hopkins, Horizon Middle and Moorhead High Schools.

Milk and Bread Bids Advertisement - Authorize the advertisement of bids for milk and bread products for the 2006-07 school term.

Audit Proposal - Approve the audit proposal from Eide Bailly LLP to provide audit services for the next three fiscal years as proposed.

Resignations

Rebecca Meyer-Larson - Head Speech Coach, High School, effective at the end of the 2005-2006 school year.
Nichole Sanders - Food Server, Horizon Middle School, effective June 5, 2006.
Karen Pickar - Computer Operator/Cashier, Horizon Middle School, effective June 7, 2006.
Jill Perryman - Computer Operator, S.G. Reinertsen, effective June 5, 2006.
Patricia Christie - Food Server, Horizon Middle School, effective May 1, 2006.
Regina Sherod - Sign Language Interpreter, High School, effective June 6, 2006.
Lynne Stig - Special Education Teacher, Horizon Middle School, effective at the end of the 2005-2006 school year.

Other Leave

Nahir Munoz - ESL Paraprofessional, High School, beginning May 15, 2006 and continuing through May 26, 2006.

Retirement

Pat Hall - Health Assistant, Robert Asp Elementary, effective at the end of the 2005-2006 school year.

Change in Contract

Sarah Brendemuhl - Early Childhood Special Education Teacher, EIS from a temporary position BA (2) $7,976.84 for 47 days to full time effective June 12, 2006. (Replaces Karla Robb)

New Employees

Alissa Brambilla - 2nd Grade Teacher, S. G. Reinertsen Elementary, 1.00 FTE, BA (1) $30,663.00, effective for the 2006-2007 school year. (New section at SGR)

Laura Murray - 3rd Grade Teacher, S.G. Reinertsen Elementary, 1.00 FTE, MA+30 (4) $46, 405.00, effective for the 2006-2007 school year. (Replaces Becky Anderson)
Kim Englund - 1st Grade Teacher, S.G. Reinertsen Elementary, 1.00 FTE, MA+30 (4) $46,405.00, effective for the 2006-2007 school year. (Replaces Carol Ford)
Gary Jensrud - 5th Grade Teacher, S.G. Reinertsen Elementary, 1.00 FTE, MA (4) $40,190.00, effective for the 2006-2007 school year. (Replaces Karen Oothoudt)
Krisanne Kvernen - Spanish Teacher, High School, .8125 FTE, BA+10 (0) $25,080.25, effective for the 2006-2007 school year. (Replaces Guadalupe Steinert)
Kevin Mathison - Night Custodian, High School, A12 (3) $11.97 per hour, 8 hours per day, effective May 17, 2006. (Replaces Robert Haugen)
Wyatt Henderson - Night Custodian, High School, A12 (3) $11.97 per hour, 8 hours per day, effective May 15, 2006. (Replaces Scott Boothroyd)
Mary Rundquist - Paraprofessional, EIS, B21 (0-2) $12.22 per hour, 6.5 hours per day, effective May 23, 2006. (Replaces Elizabeth Vargas)

Motion carried 4-1; Erickson abstaining.

**APPROVAL OF PROPERTY AND CASUALTY INSURANCE RENEWALS**: Tomhave moved, seconded by Fagerlie, to approve the insurance packages as recommended by Tom Quam of Bremer Insurance. Motion carried 5-0.

**FIRST READING OF POLICIES**: The Board conducted a first reading of the policies: Mission Statement (104), Policies Incorporated by Reference for Employees/Personnel (499), Tuition Fees (512), Medication (532), Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), Student Discipline (551), Policies Incorporated by Reference for Students (599), and Curriculum Selection and Review, Alternative Instruction and Instructional Resource Reevaluation (620).

**APPROVAL OF POLICY**: Fagerlie moved, seconded by Ladwig, to approve the policy, Wellness (536), as presented. Motion carried 5-0.

**2006-2008 PRINCIPALS' MASTER AGREEMENT**: Ladwig moved, seconded by Tomhave, to approve the 2006-2008 Principals' Master Agreement as follows:

| | | |
|---|---|---|
| 2006-2007 | $43,971.00 | 4.90% |
| 2007-2008 | $43,385.00 | 4.61% |
| TOTAL | $87,356.00 | 9.51% |

Motion carried 5-0.

**2006-2008 ADMINISTRATORS' MASTER AGREEMENT**: Dulski moved, seconded by Ladwig, to approve the 2006-2008 Moorhead Administrators' Association Master Agreement as follows:

| | | |
|---|---|---|
| 2006-2007 | $19,429.44 | 5.26% |
| 2007-2008 | $21,539.52 | 5.55% |
| TOTAL | $40,968.96 | 10.81% |

Motion carried 5-0.

**NORTHWEST EVALUATION ASSOCIATION (NWEA)/MEASURES OF ACADEMIC PROGRESS (MAP) TEST ASSESSMENT**: Kovash presented information related to students (grades 2-9) completing the second full testing period of the NWEA assessments in May. Individual reports will be given to families with the progress report. The district will continue to work to provide the opportunity for key teacher leaders and administrators for the current use of assessment instruments and instructional practice. The use of the MAP assessment is to provide the opportunity for administrators and staff to learn to use assessment data to guide instruction and to monitor the progress of every student in the district.

**COMMITTEE REPORTS**: Brief reports were heard related to the Ellen Hopkins PTAC, Health/Safety/Wellness Committee and the Interagency Early Intervention Committee meetings.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**: Nybladh reminded Board members of the June 4th graduation commencement exercise and asked Board member to contact Michelle with their plans to attend. Nybladh mentioned that those individual interested in attending the May 30th MSBA Spring Area meeting in Detroit Lakes should meet at 5:45 p.m. at the Probstfield Center for Education. Nybladh reported information relating to the retirement of LCSC Executive Director, DuWayne Balken.

**ADJOURNMENT**: Hearing no objections, the Chair adjourned the meeting at 7:59 p.m.

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Carol Ladwig, Clerk

*DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.165*

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

SUBJECT: Credit for summer study with Gooseberry Park Players

DATE: May 30, 2006

Attached is a proposed credit for summer study with the Gooseberry Park Players. The class activities have been designed around the Minnesota Standards for Arts Education. The course syllabus provides an outline of the objectives, assessment and resources for the completion of the course.

Each student will attend 32 sessions for 60 minutes each and spend a minimum of 50 hours in rehearsal and production. Each student completing the course would be awarded a .5 elective credit.

**SUGGESTED RESOLUTION:** Move to approve the .5 credit for summer study with the Gooseberry Park Players.

LAK/kmr
Attachment

## Summer School Elective – "Orientation to Theatre"

**In accordance with the Overview from the Minnesota Standards for Arts Education**

**Introduction:** This course of study will explore all of the elements necessary to the production and performance of a musical play.

### Syllabus (a list and schedule of goals, topics, and projects)

**Course Synopsis:** Students who take this class will study theatre arts and drama in society as demonstrated through ideas, literature, production and performance.

- Each student will attend _32_ sessions for _60_ minutes each and spend a minimum of 50 hours in rehearsal and production as well. Total time should replicate the equivalent of a high school elective class during the academic year.
- Lectures and presentations will provide background and guide both text assignments and individual reading or research.
- Students will be involved in the Gooseberry Park Players' summer production that will serve as on-site examples.
- Students will use their production responsibilities as a laboratory for experiential learning.

**Course Objectives:** Students taking this course will study to understand:
1) the four elements of Theatre Art; the arts, the crafts, the theories and the practice.
2) the resources needed for a theatre production: time, money, people, place, and things.
3) the qualities that identify great dramatic literature and superior plays.
4) the multiple arts of performance; storytelling, acting, dance, and vocal music.
5) the collaborative nature of theatre artists, craftspeople and designers.
6) the relationship between theatre art and audience.

**Learning Objectives:**
At the end of the course, students will be expected to know, identify and define:
a) important vocabulary specific to theatre productions
b) significant concepts and theories for theatre art and theatre arts
c) skills and crafts of the theatre performers, technicians, designers, and managers
d) communication and collaboration procedures for a theatrical production
e) the avocational and vocational opportunities available in the world of theatre

**Testing and Measurement:** Assignments and Grading

- 3 Reports (2-4 pp each) Individual Topics = 30%
- Individual Project with the Class Journal = 10%
- Experiential Learning Assignments and reports = 40%
- Course attendance and 5 quizzes = 20%

**Attendance Requirements:** 100% to 91% attendance = Superior (A or A-)
90% to 81% percent attendance = Excellent (B+ or B)
80% to 71% percent attendance = Very Good (B- or C+)
70% to 61% percent attendance = Average

**Required materials and supplies:**

- Notebook, writing tools, any 3 ring binder; any report folder;

Textbooks: library resources; reading materials -
Assigned chapters equivalent to a textbook from the various resources like:
*A Primer for Playgoers* by Edward A. Wright
*The Theater Experience* by Edwin Wilson
*Theatrical Design and Production* by J. Michael Gillette

Website Research: 3 resources developed from current websites

## Course Policies

**Attendance and lateness:** In discussion with our high school advisor, a comprehensive policy for attendance and makeup sessions will be developed to provide for alternative learning sessions in the event that summer schedules that might include doctor and dentist appointments, family commitments, etc. prohibit attendance at a particular class session.

**Class participation**: All students will be expected to participate in class discussions, assigned readings and reports. Interaction with other learners is essential to the establishment and reinforcement of both theory and practice. When a student explains a process or teaches another student, the active learning process is intensified. Simple participation will be considered average for every student. Advance evaluation will be based on assigned questions and answers developed for sharing in class.

**Exams:** This class will focus on incorporating individual student perspectives into discussion and information-sharing during class. Journals and reports will also replace traditional quizzes. Extra credit will not be available but students will have an opportunity to revise and edit assignments after class discussions.

**Lab safety and supervision:** Experiential learning and projects focused on creating a theatre production will be supervised by professional staff, college mentors, high school technical theatre interns, and parents. Strict safety rules will be observed.

**Academic dishonesty:** The students will be integrated into a definition of plagiarism and discussion of opportunities for unethical or illegal practices concerning using property that belongs to or has been created by another person. The class will define and agree to the penalties for inexcusable behavior.

**Sample Calendar and Assignments:**

June 6 through June 9 (T-F) (D/D = Define and Discuss)

(6) D/D: Introduction, review course and handouts; assignments; Experiential Learning projects; Journal;

(9) What is theatre art; what are theatre arts; what is a theatrical event; Why do theatre; Who are the major artists, craftspeople, and managers; the elements of drama or theater

June 12 through June 16 (M-F) The value of Theatre in Society

(12) First Paper Due for discussion -

(13) The meaning of theatre and the meaning of plays in our society

(14) Plays as a reflection of our society; social context

(15) Plays as a window to the world in which we live; political context

(16) Theatre types and purpose; service to the world

June 19 through June 23 (M-F) Theatre Arts theory and practice

(19) Second Paper Due for discussion

(20) Social contexts that influence creative interpretation

(21) the role of the playwright, dramaturge, director, and critic

(22) Structures of play development – historical and practical

(23)

June 26 through June 30 (M-F) Theatre crafts

(26) Third Paper Due for discussion

(27) The role of the designers

(28) The role of the managers

(29) The role of the technicians

(30) The role of the performers

July 3rd and 4th, Monday & Tuesday - Holiday

July 5 through July 7 (W-F) Practicing for Performance - Rehearsals

(5) Review Vocabulary

(6) The relationship between Directors and Actors

(7) Planning the performance; theory and practice

July 10 through July 14 (M-F) Understanding Audience

(10) Audience esthetics and demographics – why attend plays?

(11) The role of the audience in performance – feedback

(12) Traditional audiences – cultural and social perspectives

(13) Human experience as a reflection of current pop culture

(14) Journal Review

July 17 through July 21 (M-F) Reflection on experiential learning

(17) Discussion of Practice and Preparation
(18) The purpose of experiential learning and laboratories
(19) Critical evaluation of creative projects
(20) Perspectives on the Theatrical Event in Society
(21) Personal versus Situational learning opportunities
Final reports due July 24th

**Teaching and Supervising Staff:**

Supervising Minnesota High School Teacher: T. "Brent" Larson;
MN Department of Education: Timothy B. Larson; #265547 DGF Language Arts

Supervisors and Instructors – the Professional Staff of The Gooseberry Park Players

- Managing Artistic Director; James Cermak, Assistant Professor, BS in Ed; MA in Theatre; Doctoral Studies - SIUC
- Scenic Designer; Don Larew, Professor, NDSU, BS; MFA- University of Iowa.
- Costume Designer; Rooth Varland, Assistant Professor, NDSU, BA; MFA Northwestern University.
- Production Director, A.J. Cermak, Professional Director, BA; MFA The Actor's Studio, NYC
- Lighting Designer, Denise Fonner, BA, MFA University of Illinois-Champaign/Urbana
- Technical Director; Michael Vila, BA, Pepperdine University

N.B.: This course of study has been developed specifically for The Summer Program sponsored by the Gooseberry Park Players and the course and its materials cannot be duplicated or used without the specific written permission of the author, James Cermak, Assistant Professor, Concordia College, Moorhead, MN.

**Progression of Skills and knowledge required by Minnesota Arts Standards K-12**

(A synthesis from the materials and charts provided on the website)

## Theater: Overview

Theater reflects the complexity of human reality. Theater exists both as a creative process and as a live performance for an audience. In both process and performance it is a collaborative, artistic expression encompassing the elements of plot, theme, character, language, sound and spectacle. All of these elements are present to some degree according to the intention, nature, and setting of the performance. Theatre uses body movements, visual images and sound to depict the continuous development of people, societies and cultures throughout human history.

Through the creative process called theater, K-12 students should use and develop the skills to create character and meaning. All people have an abiding need to create meaning to connect time and space, experience and event, body and spirit. The interdisciplinary nature of theatre structures these connections for students of all ages. Understanding theater is a way to understand the human experience. In theater as in life, the key is paying attention to detail. As students become more skilled at noticing and interpreting details in theater, their understanding of the dramatic experience expands. Students must respond to theater as a performance, as literature, and as theatrical design to grasp the whole of the experience.

**FOCUS** for High School Level

Students should arrive at the high school level with the skill to create complex characters based on artistic intent. In addition, they should have a knowledge base of social, historical and cultural contexts for theater and the skills necessary from a variety of contexts.

The focus of student learning at the high school level is developing skill in using more complex tools and techniques to create and refine more sophisticated characterizations and performances. Student learning must also focus on expanding and refining the skills involved in interpretation and evaluation of dramatic performance with reference to style and social, historical and cultural contexts.

Students may do one or more of the activities listed. This is a sample list only; teachers may wish to create other student-centered activities.

SAMPLE INFORMATION

Progression of Skills and knowledge required by Minnesota Arts Standards K-12

**High School (9-12)**

Analysis/Interpretation

- Analyze and interpret theater through its historical, cultural, or social context
- Support personal reactions to original works or the interpretation and performance of existing works in theater using the components of theater
- Articulate informed evaluations of original works or the interpretation and performance of existing works in theater using selected criteria

Student will:

- Understand how a synthesis of the following components of theater is used to define a work in theater:
  - A. elements, including plot, theme, character, language, sound, and spectacle
  - B. forms, such as tragedy, comedy, farce, or melodrama
  - C. vocabulary
  - D. styles, such as romantic or classical
  - E. structures, such as chronological or nonlinear
  - F. technical skills, such as scenery or prop design
- Understand the cultural historical, or social contexts that influence creation, interpretation or performance in theater
- Use artistic processes to create an original or perform an existing single, complex work or multiple works in theater
- Use improvisation to generate original ideas for theater work
- Make decisions based on artistic intent
- Make choices based on analysis of audience and occasion for theater work
- Revise original creation or interpretation and performance of existing work in theater using multiple sources of critique and feedback

Creation & Performance

- Understand the integration of the following components of theater:
  - a. elements, including plot, theme, character, language, sound, and spectacle
  - b. forms, such as tragedy, comedy, farce, or melodrama
  - c. vocabulary
  - d. styles, such as romantic or classical
  - e. structures, such as chronological or nonlinear
  - f. technical skills, such as scenery or prop design
- Understand the similarities and differences among the structures and styles within theater
- Understand how the selection of criteria affects criticism of a theater creation, interpretation, or performance
- Understand the connections between theater and other disciplines outside the arts, such as mathematics, science, or history
- Select criteria for evaluating the performances of original works or the interpretations and performances of existing works in theater

SAMPLE INFORMATION

Progression of Skills and knowledge required by Minnesota Arts Standards K-12

**Theater – High School – Create**

- ❖ Directing Plays
- ❖ Activities

When students **explore/incubate/focus**, they may:

- ❖ Read the play multiple times; analyze to develop a production concept:

- The first reading is to become acquainted with character and theme, and answer questions such as:
  - What is the theme of the play?
  - Does the play speak to audiences of today?
  - Whose play is it? Which character "owns" the play?
- Second reading is to explore dramatic action as developed by characters within the play including:
  - Where is the action leading?
  - What is the end result of the action?
  - What strategies do characters use to achieve their goals?
- Third reading is to establish composition, picturization and movement; also note walking, sitting, standing movement by characters and other movements mentioned or implied. Consider required entrances, exits, furniture and props established by playwright. Consider other character business that requires opening doors, windows, cabinets, boxes, etc. and note all activity or items used by characters.

- ❖ Consider given circumstances of characters by doing a character analysis to discover individual tastes or preferences of characters who inhabit the world of the play. Respond to:
  - o How does the playwright describe character?
  - o What does the character say t to him/herself?
  - o What do other characters say about the character?
  - o What does the character do?

- ❖ Develop a ground plan. Use research/analysis to focus on environment that the characters inhabit. Consider where and what physical objects exist within space of play; focus design to capture all aspects of visual representation:
  - o Consider immediate environment space that is closest to characters (rugs, tables, silverware, chair, etc.)

Thoughts on the learning principles found in the Gooseberry Park Players.

Why are the arts important to our city, our lives, our culture, and our personal well-being? Thousands of pages have been written for scores of years that explore creativity, devotion to community, self-development, and personal expression. Millions of people have spent their lives and their fortunes impressing upon others the value of providing arts for young people whose struggles into adulthood require the development of a whole person. Probably every city, town and village in this country has tested their own ability to support opportunities in storytelling, music, dance, acting, art, and creative and fine arts, not only for students in schools, but for all members of their community.

For our own community, the Gooseberry Park Players have attempted to develop a unique philosophy as part of its mission: the Gooseberry Park Players hopes to "build character" as well as study "characters." We are concerned about the whole young person; i.e., a healthy mind, body, spirit, and attitude towards theatre in our lives and in our community. Young people involved in the arts are a precious commodity for our whole country and should be nurtured. Only one high school student out of 500 might have a career in commercial theatre, but the other 499 will become involved in or supporters of the arts through their workplace, their church, their families, their community theatre, theatre in the schools, and in the parks. Every healthy community in the world and throughout the ages has supported theatre in various forms and on various occasions.

In our recent production of "The Magic Flute," we focused our performers and technicians on multiple levels of learning. The opera is about universal principles and individual freedoms. We taught our young players the historical perspective: in 1791, Prince Franz Josef had recently joined the Freemasons, who had to remain in secret because they were in danger of losing their lives over the concept that everyone should have "self-determination." Most nobility did not believe that the common person should have any more freedom than -"a caged bird" for instance. The Freemasons espoused universal truth, a universal belief and universal freedom for each and every person, including a chance for education and self-rule.

And we also connected our young people with their lives today, noting that some of the founding fathers of our country were Freemasons and also espoused those universalistic principles: i.e., "We hold these truths to be self-evident, that all men are created equal." We explained that everyone should be aware that the concepts underlying many "theatrical events" have multiple levels of thought and values. People appreciate theatre arts in every culture, every country and every time for many reasons beyond entertainment. Folk art flourishes where people have no money for large-scale buildings or activities. Storytellers, dancers and musicians have been encouraged as part of every healthy community throughout time. Artists of all forms have portrayed the people in the world or played or danced because the spoken word was not enough. These acts of creativity have been part of a universal truth and freedom, the choice and chance to express oneself.

We encouraged them to understand that the opportunity to express one's self does not always focus on pleasant topics. Events in the world are often threatening and dangerous. There are conflicts in beliefs, ideals, logical thought, emotions, and personalities. We each have the ability to interpret the world and our part of it in a different way. Perhaps a King and Queen are in opposition or there is an internal conflict between right and wrong. Some times it's a conflict between an individual and society and sometimes the conflict is within oneself. Perhaps the story is a conflict between humans and their beliefs or humans and the physical world, which threatens them. These are the topics or emotions that can be found in every form of theatrical event; i.e., the movies, a sports contest, symphonic music, performance art, dance, paintings, television, and now, the virtual reality of computer generated entertainment. But it all starts with the concepts of the theatrical event - "the art of theatre."

We encouraged our parents and our audience to observe the production and watch for the truths in "The Magic Flute." Everyone should be able to find the analogy to freedom and justice for everyone. The characters' lines mean something in each of their own "lives" as portrayed and perhaps the conflict between the King and the Queen over their daughter has a broader meaning for the world as well. We worked steadily to instruct that the "operetta" had something for everyone, young and old. Our learning questions asked questions like: How often are we frightened by "the dragons" in our lives? They may seem terribly frightening, but they are not literal and will not actually "eat" us. So, according to "The Magic Flute," a person should confront their fears honestly and openly.

And we have talked about these ideas during the early days of our rehearsals. Each member of the cast was asked what their "favorite" line in the show was - and what did it mean to them or today's

society? Each one in the cast answered and those ideas were posted with their pictures and incorporated with their lobby biographies. Actors and technicians decided for themselves what they believed were the universal ideas from the play.

We all agreed that the music of Mozart is universal and one of the philosopher characters in the play makes that statement. As a company, we acknowledged that our production was only one expression of the universal thoughts, emotions and relationships that are available in musical theatre.

Since only the words and music of an opera are usually protected by copyright, with the approbation of the company that owns the production rights we taught our company about creating production and the responsibility we had assumed when we chose to make changes in the physical design elements. In this production, we placed "The Magic Flute" (Die Zauberflote) within the jungles of the orient because it was representative of many "forests" or palaces of the world. The imaginative locale wherein we have put this story could be somewhere in our minds or a city or country where oppression and fear still exists. The Queen's obsession with all the songbirds could reflect anyone's single-minded purpose. Or Monostatos' obsession with protecting Pamina to the point of keeping her prisoner might reflect more than just a plot moment, it could reflect the royalty's attempt to keep the common person in a protective state.

It is part of our teaching philosophy to explore the other elements that an audience should notice in the performance of a dramatic story. We reflected that relationships, personal values, conflicts, and a change in logical conclusions can also be inherent in the underlying story. And that a play should provide ideas to talk about, not only for the company, but also for the audience. In fairness and logic, we taught then and with current projects, that not every idea is right for every person, but many ideas can be shared amongst a variety of people in one place or another. The play and its "thought" can be a stimulus for a healthy discussion of our community.

It is our intent as a learning organization to foster a discussion even after the play is over. It is our hope that the ideas will remain alive and active even after the entertainment has concluded. We conclude our learning challenges by asserting other overreaching principles, like the fact that over the centuries, in all artistic media, many artists have struggled to express themselves. And that the arts give us the freedom to say and do what we think might be stimulating, informative, and entertaining to others. For young people, this is a valuable way to experience ideas in the world that are not only intellectually challenging but also a way to stimulate learning as part of a fun process.

Director's Comments and Preparation – *The Magic Flute* - 2001

Addendum: Director's Comments – *The Tale of the Snow Bear*, 2004

In 2004, we explored the world of classic fairytales, another premise of our mission. We chose this epic tale about a land populated by hags, trolls, princes, faeries, gnomes, and a cursed prince because **young people need access to transformative literature while their lives are also being transformed from puberty to adulthood.** Our play, *The Tale of the Snow Bear,* based on the golden rule, was a land where the humans and the enchanted beings co-existed and conflicted in a continual cycle of human endeavor and magical illusion. Underlying this extraordinary legend and very complex story, and our production, are the questions of how our lives are tied to others.

Over its history and especially in the past fourteen years, the Gooseberry Park Players have surmounted major challenges in the diversity of the work we have produced and the values we have espoused. Opera for kids in 2001 opened a four-year sequence of production challenges that challenged the odds of artistic success and audience support, but with each of our past productions since then we have established a level of accomplishment that is not duplicated within a 240 mile radius of the Red River Valley. For all practical purposes, we are the premiere children's theatre of Fargo-Moorhead; theatre for kids by kids.

We have found and responded to amazing opportunities in the great classics as in this new play, in the "exotic" *A Midsummer Night's Dream* or the classic children's stories like *Peter Pan.* Our performances have reached beyond academic year opportunities and accomplishments, establishing artistic excellence within a genre that is avoided by most programs because it is difficult to fund explorative theatre for youth.

Our production focused on The Golden Rule, a lesson common to all cultures and faiths. As part of our in-depth process focused on learning, we used the production to discuss issues of diversity of age, gender, cultural, and ethnic background. We will continue to do this in all future productions we choose.

Director's Preparation – 2004 – Jim Cermak, Managing Director

**MEMO #:** **S-06-116**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: June 5, 2006

RE: Approval of Policy

Attached please find the policy, Mission Statement (104).

Suggested Resolution: Move to approve the policy, Mission Statement (104), as presented.

LPN:mde
Attachment

Board Policies

## Mission Statement

**School Board Policy:** 104

**Section:** 100 SCHOOL DISTRICT

**Date Adopted:** 11/11/1986

**Date Revised:** 8/27/2001

**Dates Reviewed:** 7/24/90
1/23/95
5/10/99
8/27/01

I. PURPOSE

The purpose of this policy is to establish a clear statement for which the Moorhead ~~Public~~ Area Public Schools ~~District~~ exists.

II. MISSION STATEMENT

The mission of Moorhead Area Public Schools is to develop the maximum potential of every learner to thrive in a changing world.

Cross Reference:
Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools

**MEMO #:** **S-06-117**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 5, 2006

RE: Approval of Policy

Attached please find the policy, Policies Incorporated by Reference for Employees/Personnel (499).

Suggested Resolution: Move to approve the policy, Policies Incorporated by Reference for Employees/Personnel (499), as presented.

LPN:mde
Attachment

Board Policies

## Policies Incorporated by Reference for Employees/Personnel

**School Board Policy:** 499

**Section:** 400 EMPLOYEE/PERSONNEL

**Date Adopted:** 10/13/2003

**Date Revised:** 5/9/2005

**Dates Reviewed:** 5/9/2005

I. PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. In order to avoid undue duplication, ~~the~~ Moorhead Area Public Schools ~~District~~ provides notice by this section of the application and incorporation by reference of the following policies found in other sections of this manual which apply to employees:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools
Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 221: School Board Policy Development, Adoption, Implementation, and Review
Moorhead School Board Policy 501: Equal Educational Opportunity
Moorhead School Board Policy 504: Protection and Privacy of Student Records
Moorhead School Board Policy 531: Communicable Disease Control and Infectious Conditions
Moorhead School Board Policy 532: Medication
Moorhead School Board Policy 533: Do Not Resuscitate/Do Not Intubate Orders (DNR/DNI)
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults
Moorhead School Board Policy 536: Wellness
Moorhead School Board Policy 540: Student Activities
Moorhead School Board Policy 544: Activities Fund Raising
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 553: Crisis Intervention and Student Support
Moorhead School Board Policy 555: Notification to Staff Regarding Placement of Students with Violent Behavior
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 571: Hazing Prohibition
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 573: Tobacco-Free Environment
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy
Moorhead School Board Policy 630: School Year Calendar
Moorhead School Board Policy 632: Field Trips
Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities
Moorhead School Board Policy 710: School District Crisis Management
Moorhead School Board Policy 711: Severe Weather Related School Closings
Moorhead School Board Policy 712: Safety and Security Technology
Moorhead School Board Policy 722: School District Owned Vehicle Reservation
Moorhead School Board Policy 730: School District Copyright Policy
Moorhead School Board Policy 731: Moorhead Area Public Schools Information Network Acceptable Use and Safety
Moorhead School Board Policy 732: Use of All School Equipment and Materials for Instructional Purposes Off School Premises
Moorhead School Board Policy 822: Payroll Employment
Moorhead School Board Policy 823: Cashing Checks Out of Cash Deposits
Moorhead School Board Policy 824: Reimbursement for Travel, Professional Meetings and Conferences
Moorhead School Board Policy 832: Complimentary Athletic Season Passes/Single Event Passes
Moorhead School Board Policy 833: Disposition of Obsolete Equipment and Material
Moorhead School Board Policy 906: Public Solicitation in Moorhead Area Public Schools
Moorhead School Board Policy 907: Rewards

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees

are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

**MEMO #:** **S-06-118**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 5, 2006

RE: Approval of Policy

Attached please find the policy, Tuition Fees (512).

Suggested Resolution: Move to approve the policy, Tuition Fees (512), as presented.

LPN:mde
Attachment

Board Policies

## Tuition Fees

**School Board Policy:** 512

**Section:** 500 STUDENTS

**Date Adopted:** 9/13/1988

**Date Revised:** 9/26/2005

**Dates Reviewed:** 8/13/1991
7/6/1993
8/28/1995
8/26/1996
7/28/1997
8/10/1998
7/19/1999
6/26/2000
11/10/2003
9/26/2005

I. PURPOSE

The Moorhead School Board will annually set fees for out of state students to attend Moorhead Area Public Schools based on the formula allowance and weights per pupil unit.

II. GENERAL STATEMENT OF POLICY

Tuition fees for full time students attending Moorhead Area Public Schools are as follows:

Kindergarten ~~$2,664~~ 2,771

Grades 1-~~5~~3 ~~$5,333~~ 5,546

Grades 4-~~6-8~~ ~~$5,070~~ 5,272

Grades ~~9~~7-12 ~~$6,218~~ 6,466

Special Education students and students attending under the Minnesota Attendance Options programs shall have financial arrangements based on state approved procedures.

Cross Reference:
Moorhead School Board Policy 511: Enrollment of Nonresident Students

**MEMO #:** **S-06-119**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 5, 2006

RE: Approval of Policy

Attached please find the policy, Medication (532).

Suggested Resolution: Move to approve the policy, Medication (532), as presented.

LPN:mde
Attachment

Board Policies

## Medication

**School Board Policy:** 532

**Section:** 500 STUDENTS

**Date Adopted:** 10/24/1989

**Date Revised:** 11/12/2001

**Dates Reviewed:** 11/23/1993
1/12/1998
11/12/01

I. PURPOSE

The purpose of ~~administering medications in school is to assist students who require medication be taken during school hours to maintain an optimal state of health and therefore, enhance their educational program~~ this policy is to set forth the provisions that must be followed when administering medication to students at school.

II. GENERAL STATEMENT OF POLICY

The intent of this procedure is to assure safe administration of medications in school for those students who may require ~~them~~ medication during the school day. This procedure applies to both prescription medication or medicine that may be purchased without a prescription. The school district's licensed school nurse, trained health assistant, building administrator, teacher or other trained staff will administer medication in accordance with law and school district procedures.

III. REQUIREMENTS

1. No prescription medication or medicine that may be purchased without a prescription will be administered during the school day by school personnel unless prescribed by a licensed prescriber and an authorization is signed by the student's parent or guardian. An oral request must be submitted in writing within two school days. (Refer to Administrative Procedure 532.1.)

2. Administration of medication by school personnel must be done according to the written order of a licensed prescriber and the written authorization of a parent or guardian. Authorization forms for administration of medication are available at the ~~Principals'~~ building administrator's ~~O~~office or ~~H~~health ~~O~~office of each school. New request forms must be submitted on an annual basis or whenever there is a change in medication, dosage, or frequency of medication.

3. Prescription medication must be brought to school in a container with a label prepared by a pharmacist. Medication that may be purchased without a prescription must be brought to school in the original container labeled with the student's name and dosage.

4. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the medication.

5. The ~~principal~~ building administrator in each building shall direct the licensed school nurse to ensure that the procedural safeguards and records contained in this policy and required by law are followed prior to administration of any drugs or medicine. Unless the licensed prescriber authorizes otherwise, injected medications will be given by the licensed school nurse or other trained staff. ~~The exception would be an emergency such as severe allergic reaction (e.g. bee sting) during which other trained school personnel may give the medication.~~

5. When the student can demonstrate proper administration of the medication and if the student, his/her parent/guardian, physician and licensed school nurse, agree it is appropriate for the student to self-administer the medication, the student will be allowed to carry and self-administer the medication. Prior to any self-medication program, the student needs to be knowledgeable about his/her specific health condition and the medications used to manage his/her condition. Questions regarding any student observed by school personnel self-administering medication should be referred to the school nurse.

6. The administration of medication to pupils on field trips, and during extracurricular activities shall be done as follows:

- If the student is to self-administer medication, the same procedure shall be in effect as for the regular school day.
- Any medication to be administered to a pupil while on a field trip or during extracurricular activities will be kept in the possession of an adult assigned to administer the medication and accompanying a student on the trip.
- All medication must be clearly marked with the student's name, the medication name, and directions as to the dosage, time and method of administration.

7. For each student whose health condition requires a prescribed emergency medication, a written ~~Individualized Health~~ Emergency Plan will be formulated by the parent, student, teacher and licensed school nurse. The plan shall include the written order of the student's physician and should identify which trained school personnel can give emergency medication to the student.

IV. SPECIFIC EXCEPTIONS

~~8~~1. Special health treatments such as catheterization, tracheotomy suctioning, and gastrostomy feeding do not constitute administration of drugs or medicine. Such treatments are delegated medical functions. The treatments require a physician's written order, written parent permission and should be included in the student's Individualized Health Plan.

2. Medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;

b. the inhaler is properly labeled for that student; and

c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year.

The school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

3. Medications that are not governed by this policy include:

a. medications that are used off school grounds;

b. medications that are used in connection with athletics or extracurricular activities; or

c. medications that are used in connection with activities that occur before or after the regular school day.

4. Prescription nonsyringe injectors of epinephrine, consistent with state law, if the parent and prescribing medical professional annually inform the pupil's school in writing that:

a. the pupil may possess the epinephrine; or

b. the pupil is unable to possess the epinephrine and requires immediate access to nonsyringe injectors of epinephrine that the parent provides, properly labeled, to the school for the pupil as needed.

5. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the district has received a written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The district may revoke a student's privilege to possess and use nonprescription pain

relievers if the district determines that the student is abusing the privilege. This section does not apply to the possession or use of any drug or product containing ephedrine or pseudoephredrine as its sole active ingredient or as one of its active ingredients.

Legal References:
Minnesota Statute 13.~~02, subd. 8 (Students Records Regarding Health)~~ 32 (Student Health Data)
Minnesota Statute 121A.22 (Administration of Drugs and Medicine)
Minnesota Statute 121A.21 (Hiring of Health Personnel)
Minnesota Statute 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minnesota Statute 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minnesota Statute 121A.2205 (Possession and Use of Nonsyringe Injectors of Epinephrine)
Minnesota Statute 151.212 (Label of Prescription Drug Containers)
20.U.S.C. 140~~1~~0, et seq. (IDEA)
29 U.S.C. 794 et seq. (Section 504)

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

**MEMO #:** **S-06-120**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 5, 2006

RE: Approval of Policy

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

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

LPN:mde
Attachment

Board Policies

## Mandated Reporting of Child Neglect or Physical or Sexual Abuse

**School Board Policy:** 534

**Section:** 500 STUDENTS

**Date Adopted:** 5/27/1986

**Date Revised:** 6/13/2005

**Dates Reviewed:** 12/1/90
2/11/92
4/13/98
6/10/02
4/12/04
6/13/05

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

III. DEFINITIONS

A. "Child" means one under age 18.

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

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

D. "Neglect" means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

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

3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering other factors such as the child's age, mental ability, physical condition, length of absence, environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;

4. failure to ensure that a child is educated in accordance with state law which does not include a parent's refusal to provide his or her child with sympathomimetic medications;

5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, or medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance;

6. medical neglect as defined by Minnesota Statute 260C.007, ~~s~~Subd. 4, clause (5);

7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child's basic needs and safety;

8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

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

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. 609.02, subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minnesota Statute 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statute 121A.58.

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

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

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

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

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

IV. REPORTING PROCEDURES

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

B. All e~~E~~mployees of Moorhead Area Public Schools shall be responsible for reporting pursuant to this section.~~; including but not limited to:~~
~~Administrators~~
~~Counselors~~
~~Teachers~~
~~Substitute Teachers~~
~~Principals~~
~~Speech Clinicians~~
~~Superintendents~~
~~School Nurse/Health Tech.~~
~~School Board Members~~
~~Bus Drivers~~
~~Social Workers~~
~~Secretaries~~
~~Psychologists~~
~~Custodians~~
~~Child Care Staff/Paraprofessionals~~
~~Coaches~~
~~Occupational Therapists/Occ. Therapist Assistants~~
~~Food Service Personnel~~
~~Supervisors of Students~~

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

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

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

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

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

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

~~2~~E. ~~After an oral report has been made, a written report must be made to Clay County Social Services within 72 hours.~~ Forms for reporting child abuse or neglect (Administrative Procedure 534.1) are located in each building administrator's office and on the district's Web site (www.moorhead.k12.mn.us). A copy of the written report will be given to building administration. A copy of the report of child abuse or neglect must be kept in a confidential file and shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction. Copies of abuse reports are not to be kept in a student's cumulative file.

~~D~~F. A person mandated by Minnesota law and this policy to report, who fails to report, may be subject to criminal penalties and/or discipline, up to and including termination of employment.

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

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

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

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

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

V. INVESTIGATION

A. ~~Responsible Reporter~~

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

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

~~3. The decision to report is the responsibility of the individual employee. Consultation with the designated administrator or other school personnel must not inhibit the individual from reporting.~~
The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

~~B. Reporting Process~~

~~Point of Information~~

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

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

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

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

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

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

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

~~I. Follow-Up Procedures~~

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

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

~~2. Secondary: After the report has been made, the reporter may confer with the building administrator to consider which staff members need to be informed. The building administrator will notify the school social worker, school counselor and school psychologist as appropriate.~~

~~3. Testimony: Staff members (teachers, designated administrators, support personnel, etc.) who might be required to testify in court or meet with the Child Protection Team or law enforcement personnel will be released from school to do so. The staff member may request that the building administrator or other appropriate staff member accompany him/her to such meetings. Consideration shall be given to accessing legal services. Contact the Superintendent's Office~~

~~or designated assistant for further information. Appropriate substitutes will be provided by the school district if such meetings are scheduled during school hours. In order to be prepared for such testimony, it is helpful to document information such as observations, comments made by child, dates, etc.~~

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. POLICY AWARENESS

A. Staff Inservice - Each building administrator or designee will review the policy and procedures with staff prior to the opening of school or prior to beginning employment.
B. Prevention and Awareness - Each building administrator shall ensure that prevention awareness and personal body protection are addressed by classroom teachers through guidance, utilization of resource persons and appropriate curricular areas.
C. Community Awareness - 1) Policy provisions II. A, B and C will be published in the back to school newsletter each fall; and, 2) A copy of provisions II. A, B and C will be posted in each school building and included in each school handbook or placed in a parent newsletter. The policy is also accessible on the district's web site.
D. This policy shall be reviewed at least annually by the Moorhead School Board for compliance with state law.

Legal References:
Minnesota Statute 626.556 *et seq*. (Reporting of Maltreatment of Minors)
Minnesota Statute 121A.58 (Corporal Punishment)
Minnesota Statute 121A.582 (Student Discipline; Reasonable Force)
Minnesota Statute 121A.67 (Aversive and Deprivation Procedures
Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)
Minnesota Statute 245.825 (Use of Aversive or Deprivation Procedures)
Minnesota Statute 260C.007, sSubd. 4, clause (5) (Child in Need of Protection)
Minnesota Statute 609.02, sSubd. 6 (Definitions - Dangerous Weapon)
Minnesota Statute 609.341, sSubd. 10 (Definitions - Position of Authority)
Minnesota Statute 609.341, sSubd. 15 (Definitions - Significant Relationships)
Minnesota Statute 609.379 (Reasonable Force)
20 U.S.C. 1232g (Family Educational Rights and Privacy Act)

Cross References:
Moorhead School Board Policy 504: Protection and Privacy of Student Records
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults
Moorhead School Board Policy 551: Student Discipline
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 570: Prohibition of Harassment and Violence

**MEMO #:** **S-06-121**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 5, 2006

RE: Approval of Policy

Attached please find the policy, Policies Incorporated by Reference for Students (599).

Suggested Resolution: Move to approve the policy, Policies Incorporated by Reference for Students (599), as presented.

LPN:mde
Attachment

Board Policies

## Policies Incorporated by Reference for Students

**School Board Policy:** 599

**Section:** 500 STUDENTS

**Date Adopted:** 10/13/2003

**Date Revised:** 5/9/2005

**Dates Reviewed:** 5/9/2005

I. PURPOSE

Certain policies as contained in this policy reference manual are applicable to students as well as to employees. In order to avoid undue duplication, ~~the~~ Moorhead Area Public Schools ~~District~~ provides notice by this section of the application and incorporation by reference of the following policies found in other sections of this manual which all apply to students:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools
Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 221: School Board Policy Development, Adoption, Implementation, and Review
Moorhead School Board Policy 303: Public Right to Know/Release of Information
Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 536: Wellness
Moorhead School Board Policy 553: Crisies Intervention and Student Support
Moorhead School Board Policy 630: School Year Calendar
Moorhead School Board Policy 632: Field Trips
Moorhead School Board Policy 633: Patriotic Exercises
Moorhead School Board Policy 634: Religion
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy
Moorhead School Board Policy 650: School District System Accountability
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 Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students
Moorhead School Board Policy 660: Moorhead Area Public School District State Mandated Testing Plan and Procedure
Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities
Moorhead School Board Policy 711: Severe Weather Related School Closings
Moorhead School Board Policy 712: Safety and Security Technology
Moorhead School Board Policy 720: Student Transportation Eligibility Guidelines
Moorhead School Board Policy 721: Student Transportation Safety
Moorhead School Board Policy 731: Moorhead Area Public Schools ~~Information~~ Electronic Network Acceptable Use and Safety
Moorhead School Board Policy 831: Rental of District Musical Instruments
Moorhead School Board Policy 907: Rewards

Students are charged with notice that the above cited policies are also applicable to students; however, students are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

**MEMO #:** **S-06-122**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 5, 2006

RE: Approval of Policy

Attached please find the policy, Curriculum Selection and Review, Alternative Instruction and Instructional Resource Reevaluation (620).

Suggested Resolution: Move to approve the policy, Curriculum Selection and Review, Alternative Instruction and Instructional Resource Reevaluation (620), as presented.

LPN:mde
Attachment

Board Policies

# Curriculum Selection and Review, Alternative Instruction and Instructional Resource Reevaluation

**School Board Policy:** 620

**Section:** 600 EDUCATION PROGRAMS

**Date Adopted:** 12/13/1988

**Date Revised:** 6/10/2002

**Dates Reviewed:** 12/13/1988
4/27/1993
4/27/1998
6/10/02

Revised Title: Selection of Textbooks and Instructional Materials

I. PURPOSE

The purpose of this policy is to provide direction for selection of textbooks and instructional ~~resources~~ materials.

II. GENERAL STATEMENT OF ~~PHILOSOPHY~~ POLICY

A. The Moorhead School Board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The School Board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

~~A~~B. Moorhead Area Public Schools shall provide a wide range of instructional resources at varying levels of difficulty, with a wide diversity of appeal, presenting different points of view and allowing the review of allegedly inappropriate instructional resources through established procedures. The Moorhead School Board supports the principles of intellectual freedom inherent in the First Amendment to the Constitution of the United States as expressed in official statements of professional associations. (Copies of these documents are available at the ~~D~~district ~~M~~media ~~O~~office.)

~~B~~C. For the purpose of this statement of policy, the term "~~resources~~ materials" will refer to any person(s) or any material(s) (whether acquired or locally produced) with instructional content or function that is available or unavailable for formal or informal teaching/learning purposes. The term "unavailable" refers to a resource that has been denied inclusion. Resources include, but are not limited to, textbooks, other books, supplementary reading and informational materials, charts, community resource people, agencies and organizations, dioramas, filmstrips, kits, machine readable data files, maps, microforms, models, motion pictures, periodicals, transparencies, video recordings, computer software, DVDs, plays, concerts, athletic events, and written and performed music.

III. RESPONSIBILITY FOR SELECTION

A. ~~Although~~ While the Moorhead School Board ~~is legally responsible for the operation of the school district, the responsibility for the selection and purchase of the instructional resources is delegated to the licensed staff employed by the district~~ retains its authority to make final decisions on the selection of textbooks and instructional materials, the School Board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the School Board delegates to the Superintendent the responsibility to direct the professional staff in formulating recommendations to the School Board on textbooks and other instructional materials.

B. While selection of materials involves many people, including library/media specialists, teachers, students, supervisors, administrators, and community persons, the responsibility for coordinating and recommending the selection and purchase of instructional resources rests with the licensed professional personnel whose responsibility it is to know the curriculum, the students, and the philosophy of the school system.

C. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials which:

1. support the goals and objectives of the education programs;
2. consider the needs, age and maturity of students.
3. foster respect and appreciation for cultural diversity and varied opinion; ~~and~~
4. fit within the constraints of the school district budget;
5. permit grade-level instruction for students to read and study the United States of America's founding documents, including documents that contributed to the foundation or maintenance of the United States of America's representative form of limited government, the Bill of Rights, or free-market economic system, and patriotism; and
6. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamation, or records.

D. The ~~s~~Superintendent or designee ~~shall be responsible for developing~~ has developed procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees (Administrative Procedure 620.1).

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

A. The ~~s~~Superintendent or designee shall be responsible for keeping the ~~s~~School ~~b~~Board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.

B. The ~~s~~Superintendent shall present a recommendation to the ~~s~~School ~~b~~Board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy (Administrative Procedure 620.1).

C. Resources shall support the educational goals of the school district, and the goals and objectives of individual schools and specific courses (Administrative Procedure 620.3).

D. Resources shall support the individual student learning styles, curricula needs, and be appropriate for the age, emotional and social development, and ability level of the students for whom the resources are selected.

~~The utilization of movie, video and audio recordings by professional staff will be consistent with copyright laws and adhere to the Motion Picture Association of America (MPAA) guidelines related to age appropriateness. Any requested exception to this policy will be submitted to the principal for prior approval on Administrative procedure 620.3. In the event an exception is approved, parents are to be made aware of the intended use of the media one week prior to its utilization. The utilization of movies and video recordings not ordered through the District's media personnel will require the completion of an exception request form. Said media used on an on-going basis shall be reviewed for purchase for the Instructional Media Center collection.~~

~~E. Resources shall provide a background of information which will motivate students to examine their own attitudes and behavior, to comprehend their duties, responsibilities, rights and privileges as participating citizens in our society, and to make intelligent judgments in their daily lives.~~

~~F. Resources shall represent artistic, historic and literary qualities and provide a stimulus to creativity.~~

~~G. Resources shall provide information on differing sides of issues so that users may develop the practice of critical analysis.~~

~~H. Resources shall be selected for the atypical as well as the typical student.~~

~~I. Resources shall be judged as a whole with emphasis on their strengths.~~

V. ~~PROCEDURES FOR SELECTION~~ RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

A. The ~~s~~School ~~b~~Board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.

B. The Superintendent shall be responsible for the guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials. (Administrative Procedure 620.4)

~~B. In selecting resources, professional personnel shall evaluate the available resources and curriculum needs and shall consult reputable, professionally prepared selection tools and other appropriate sources when possible.~~

~~C. Administrators, teachers, students, other school district personnel and community persons may make recommendations for purchase.~~

~~D. Gift resources shall be judged by the policy criteria and shall be accepted or rejected by that criteria and shall become sole property of Moorhead Area Public Schools.~~

~~E. It should be understood that selection is an ongoing process which should include the removal of materials no longer appropriate and the replacement of lost and worn materials still of educational value.~~

VI. PROCEDURE FOR REVIEW OF CURRICULUM CONTENT AND ALTERNATIVE INSTRUCTION

A. Parental Curriculum Review.

The Moorhead Area Public Schools ~~District~~ has a procedure for a parent, guardian or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian or adult student if the alternative instruction, if any, offered by the ~~s~~School ~~b~~Board does not meet the concerns of the parent, guardian or adult student.

The Moorhead School Board is not required to pay for the costs of alternative instruction provided by a parent, guardian or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

Procedures for review of curriculum content and alternative instruction are incorporated into ~~the District's~~ School Board ~~p~~Policy 231 and Administrative ~~p~~Procedures 620.1 and 620.2.

The intent of the procedure is to provide parents, guardians, or adult students the opportunity to review assigned instructional materials, address concerns and propose alternative instruction for the individual student. Administrative procedures for the review of curriculum content and alternative instruction are outlined in the procedure document.

The intent is not to interfere with the rights of others to receive the instruction in question, nor does it relieve the student from meeting state and district-level essential learner outcomes.

~~VII. Procedure for Review of Instruction Resources~~

~~LIBRARY MEDIA CENTER RESOURCES SELECTION POLICY~~

~~Occasional objections to instructional resources will be made despite the quality of the selection process. The Moorhead School Board supports principles of intellectual freedom inherent in the First Amendment to the Constitution of the United States and expressed in the Library Bill of Rights of the American Library Association and Students' Right to Read of the National Council of Teachers of English. In the event materials are questioned, the principles of intellectual freedom and right to access to resources must be defended rather than the resources.~~

~~Any resident or employee of the school district may object to the inclusion or exclusion of resources in the district's educational program on the basis of appropriateness. Administrative procedure 620.4 outlines the procedure to be followed when an objection to an educational resource occurs.~~

~~An objection is defined as a verbal or written statement of opposition to a resource, requesting that it be excluded, included or restricted. Verbal objection should be made to the professional staff member closest to the situation.~~

~~All residents and employees of the school district shall adhere to the Policy and Procedure of Selection and Reevaluation of Resources.~~

Legal References:
Minnesota Statute 120A.22, Subd. 9 (Compulsory Instruction - Curriculum)
Minnesota Statute 120B.235, Subd. 9 (American Heritage Education)
Minnesota Statute 123B.02, sSubd. 2 (General Powers of Independent School Districts)
Minnesota Statute 123B.09, sSubd. 8 (School Board Responsibilities)
Minnesota Statute 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Board of Educ. v. Barnette, 319 U.S. 589, 875 S.Ct. 675, 17 L.Ed. 2d 629 (1967)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)
Webster v. New Lenox Sch. Dist., 917 F.2d 1004 (7th Cir. 1990)

Cross References:
Moorhead School Board Policy 2101: School Board Legal Status
Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee
Moorhead School Board Policy 730: School District Copyright Policy
Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network Acceptable Use and Safety

**MEMO #:** **S-06-123**

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 5, 2006

RE: Approval of Policy

Attached please find the policy, Student Discipline (551).

Suggested Resolution: Move to approve the policy, Student Discipline (551), as presented.

LPN:mde
Attachment

Board Policies

## Student Discipline

**School Board Policy:** 551

**Section:** 500 STUDENTS

**Date Adopted:** 6/13/1989

**Date Revised:** 6/13/2005

**Dates Reviewed:** 7/28/1992
6/28/1994
6/8/1998
6/11/2001
5/13/2002
6/9/2003
6/14/2004
6/13/2005

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I. PURPOSE

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

The purpose of this policy is to ensure that students are aware of and comply with the district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

General Statement of Policy

It is the goal of the Moorhead Area Public Schools (MAPS) Discipline Handbook to promote growth in self-discipline and responsibility. In addition to state and federal law, it is understood that rules and regulations will be necessary. To be useful, they must be clearly understood by everyone involved, administered consistently and fairly, with consequences which are appropriate to the problem. While the Discipline Handbook developed within Moorhead Area Public Schools will relate to activities within the school setting, the ultimate responsibility for growth in self-discipline is a cooperative effort of students, school personnel, home, and community. Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to student achievement.

Although this policy emphasizes the development of self discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. It is the position of the school district that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes 121A.40-121A.56.

II. RIGHTS AND RESPONSIBILITIES OF STUDENTS

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

RIGHTS OF STUDENTS
Every student has the right...

1. To citizenship in the school community as granted by the U.S. Constitution and the State of Minnesota. Civil rights may not be abridged, obstructed, or in any other way altered, except in accordance with due process of law.

2. To freedom from harassment due to gender, religion, culture, disability, race, sexual orientation, and/or age and to seek redress of such infractions by reporting such harassment to a ~~principal~~ building administrator, counselor, teacher, or other school official.

3. To fair, consistent uniformity of application of rules without discrimination or bias within the learning environment.

4. To air grievances, problems and concerns through legitimate channels and to propose changes in rules or policy through channels provided by the schools for all students.

5. To express opinions and feelings as well as criticisms without violating the rights of others and to make choices through appropriate means.

6. To privacy regarding school records consistent with legal requirements.

7. To privacy and security in his/her persons, papers, and effects.

8. To be informed orally or in writing of any disciplinary charges and corrective measures in a manner consistent with the Pupil Fair Dismissal Act.

9. To be allowed to present his/her version of an incident in question in a fair hearing before any consequences are determined.

10. To expect a safe, stimulating, and productive learning environment without interruptions, disruptions, or distractions from within or without the classroom setting.

11. To have equal access to student activities and organizations.

12. To be informed of all policies, rules, and regulations he/she shall be expected to follow in the classroom, building, and district via an easily understood form using written, visual, and oral approaches as necessary.

13. To homebound instruction when extended absence is due to medical reasons.

14. To make up within prescribed timelines work missed during any excused absence without discrimination or harassment.

15. To be treated with dignity and respect by all members of the school community.

16. To avail himself/herself of the counseling services provided by the school district.

17. To choose his/her own manner of dress and personal grooming unless it presents a clear danger to students' health and safety, causes a clear interference with work, creates disorder in the learning environment, promotes illegal activities, or interferes with the rights of other students.

18. To expect authority to protect these rights.

RESPONSIBILITIES OF STUDENTS
Every student has the responsibility...

1. To assist in efforts to establish and maintain a safe, stimulating, and productive learning environment in the school society.

2. To abide by accepted standards of good conduct and discipline while participating in any school function or activity and while going to and from school, whether riding on public or private conveyance, or walking.

3. To know and comply with school rules and regulations and school district policies established by the Moorhead

School Board.

4. To refrain from disruptive behavior which may interfere with a teacher's right to teach and a student's right to learn.

5. To attend regularly scheduled class sessions as established by the schools.

6. To bring class materials required for daily classroom use and to complete assigned class work on time and according to instructions given by teacher.

7. To accept the authority of school personnel on school property, during school-sponsored off-campus events and on school transportation.

8. To follow policy and regulations during school-sponsored activities in or away from school regardless of time or place.

9. To obey all safety regulations in the educational setting.

10. To use appropriate language and to avoid cursing, profanity, or vulgarity.

11. To refrain from the use or threat of physical force, verbal abuse, threats, blackmail, the use, sale, or exchange of alcohol or any illegal drugs, smoking, stealing, vandalism, and other illegal activities.

12. To refrain from bringing onto school property or to school-sponsored events any materials or items which would cause, or tend to cause, a disruptive activity or endanger the health of students or other persons. Students should note that lockers are school property and may be searched without cause or notice. Searches may be conducted under the authorization of the ~~principal~~ building administrator or a representative designated by the ~~principal~~ building administrator. Search of an area assigned to a student shall be made in the presence of an adult witness and, if practicable, in the presence of the student. Illegal items will be seized by school authorities, and police will be notified. Items which are used to disrupt or interfere with the educational process will be removed from the student's possession.

13. To discuss grievances, problems, or concerns with school staff.

14. To report to a school official any incidents of harassment, bullying, hazing or illegal activity.

III. SCHOOL AND COMMUNITY RESPONSIBILITIES

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

SCHOOL BOARD RESPONSIBILITIES

1. To establish a discipline policy for the Moorhead Area Public Schools.

2. To hold the appropriate school employees responsible for the supervision of the behavior of students while legally under the supervision of the school.

3. To ensure the fair and consistent application of the MAPS Discipline Handbook.

4. To require that each ~~principal~~ building administrator, teacher, bus driver or other employee having direct responsibility for student behavior will prepare or agree to a plan for discipline that meets their needs and meets the approval of their immediate supervisor or administrator.

PARENT/GUARDIAN RESPONSIBILITIES

1. To assume the legal responsibility for the behavior of their son/daughter.

2. To teach the student self-discipline and respect for authority.

3. To familiarize themselves and their children with the MAPS Discipline Handbook, building handbooks, and other regulations.

4. To see that the student is ready to learn and has the necessary supplies.

5. To see that the student attends school regularly at the appointed time and to notify the school whenever their son/daughter is or will be absent.

6. To help maintain communication with the school by bringing matters of concern to the attention of the ~~principal~~ building administrator, the teacher, a guidance counselor, school nurse, or other appropriate school personnel.

7. To provide the school with a current telephone number and address through which the parent/guardian can be reached during the school day.

8. To cooperate with the school for the benefit of the student and to be available to meet with school officials when requested.

CENTRAL ADMINISTRATION RESPONSIBILITIES

1. To give counsel, advise, and to give firm support to the teachers and building administrator.

2. To require that all schools follow the ~~school~~ MAPS Discipline Handbook in accordance with established policy.

3. To ensure the consistency of the application of the MAPS Discipline Handbook, the written discipline plans, and regulations in the school system.

4. To keep on file and annually disseminate up-to-date copies of the ~~Moorhead Area Public Schools~~ Discipline Handbook.

5. To keep the superintendent informed of serious behavior problems and of the assistance given in correcting problem situations.

6. To notify all personnel in writing of their responsibilities relating to student behavior.

BUILDING ADMINISTRATOR RESPONSIBILITIES

1. To be responsible to the ~~s~~Superintendent in implementing the established discipline policy and building discipline plans.

2. To establish and implement rules and regulations governing conduct of students which are consistent with the Minnesota statutes and ~~s~~School ~~b~~Board policies.

3. To ensure that individual teachers have agreed-upon discipline plans.

4. To be readily available to handle discipline in an emergency.

5. To appoint a designee from the certified staff to assume authority in the building administrator's absence.

6. To delegate appropriate duties to the assistant ~~principal~~ building administrator.

7. To be responsible for informing students, parents or guardians, and community groups of the current rules and

regulations.

8. To be responsible for discussion of the rules, rights, and responsibilities with students during their first week of school.

9. To impose suspension consistent with the Minnesota Pupil Fair Dismissal Act.

10. To recommend to the ~~s~~Superintendent the exclusion or expulsion of a student if necessary.

11. To assure that all system wide regulations and school rules regarding discipline are applied consistently.

12. To take prompt corrective action for referred violations of discipline regulations.

13. To inform the parent/guardian and involved staff members, when appropriate, of actions taken for referred violations.

14. To inform the parent/guardian, upon request of measures taken to ~~in~~assure student's rights and safety.

15. To report all illegal activities to appropriate authority as required by law or as necessary to maintain school discipline and order.

16. To take responsibility for and custody of a pupil removed from class.

17. To confer at least annually with the licensed employees in a school building to review the Discipline Handbook and discuss whether its provisions have been enforced.

TEACHER RESPONSIBILITIES

1. To encourage all students to develop self-discipline and respect for authority.

2. To treat all students with dignity.

3. To recognize individual differences among students.

4. To prepare a classroom management plan that meets his/her needs and confer with the ~~principal~~ building administrator regarding the acceptability of the plan as it relates to the school's discipline philosophy, model and school district policy. Teachers will post and inform students and parents of classroom expectations.

5. To inform parents/guardians through standardized notification of student deficiency.

6. To ensure the enforcement of school rules as listed in the student handbook.

7. To exercise restraint, good taste in their expression and refrain from the use of inappropriate expressions.

8. To use such reasonable measures as may be necessary to maintain a safe and orderly environment in the classroom, in the school building, on school property, and at school functions. A teacher has the authority to remove pupils from the classroom pursuant to procedures and rules established in the district's policy. (See Standards of Conduct)

9. To record and report classroom discipline problems to the building administrator.

10. To confer with support personnel for possible solutions to discipline problems.

11. To establish behavior/discipline guidelines for all students on field trips, and require adherence to those guidelines by all school employees and volunteers.

ALL OTHER SCHOOL PERSONS WITH RESPONSIBILITY FOR STUDENT CONDUCT

1. To maintain discipline according to all rules and regulations as outlined in the ~~district~~ MAPS Discipline Handbook and all ~~B~~building ~~H~~handbooks.

2. To communicate or confer with teachers or administrators regarding discipline problems.

3. To deal with students in a firm, fair, and consistent fashion.

IV. DISCIPLINARY ACTION OPTIONS

It is the general policy of the school district to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including suspension, exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district.

Disciplinary action may include but is not limited to one or more of the following:

1. Student Conference - The conference may be with a teacher, ~~principal~~ building administrator, counselor, or other school district personnel. Depending upon the violation and the seriousness of the action, a student may be given a warning that if a violation occurs again, the student's parents or guardians will be notified.

2. Parent Notification or Conference - If a student violates a rule, the parent or guardian may be notified and/or a conference may be required.

3. Detention - A teacher, ~~principal~~ building administrator, or designee may detain a pupil after school for correction of a violation, including tardiness to class. Any pupil who is told by a teacher to report after school and who, for any reason, cannot report, must first clear the absence with the teacher, principal, or designated representative.

4. Removal From Class - "Removal from class" and "removal" means any action taken by teacher, ~~principal~~ building administrator, or other school district employee to prohibit a pupil from attending a class or activity period for a period of time not to exceed five days, pursuant to procedures established in the ~~school district~~ MAPS Discipline Handbook adopted by the School Board. "Class period" or "activity period" means, in secondary grades, instruction for a given course of study. A class period or activity period means, in elementary grades, a period of time not to exceed one hour, regardless of the subject of instruction.

5. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, ~~principal~~ building administrator, or other school district employee to prohibit a student from attending a class or activity for a period of time not to exceed five (5) days, pursuant to this discipline policy.

6. Grounds for Removal - Grounds for removal from class shall include any of the following:

1) Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2) Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3) Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4) Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

7. Permanent Removal from a Single Class - "Permanent removal" means the action taken by a ~~principal~~ building administrator to prohibit a student from attending a class period or activity period for the remainder of the semester or year. An alternative means of earning the credit will be provided.

8. Suspension

1) Suspension means an action taken by the school administration prohibiting a pupil from attending school for a period of time no more than ten consecutive school days. If a suspension is longer than five days, the suspending administrator must provide the ~~s~~Superintendent with reason for the longer suspension. This definition does not apply to dismissal from school for one school day or less, except as provided in federal law for a student with a disability.

2) If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3) Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission and may not be used to extend the current suspension. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

In the case of a student with a disability, the student's ~~i~~Individualized ~~e~~Education ~~p~~Program (IEP) ~~t~~Team must meet immediately but not more than ten school days after the date on which the decision to remove the student from the student's current education placement is made. The ~~individual education program~~ IEP Tteam shall at that meeting: conduct a review of the relationship between the child's disability and the behavior subject to disciplinary action; and determine the appropriateness of the child's education plan.

The requirements of the ~~individual education program~~ IEP Tteam meeting to review the manifestation determination (a process to investigate whether there is a relationship between the student's action and disability) apply when:

(1) the parent requests a meeting;

(2) the student is removed from the student's current placement for five or more consecutive days; or

(3) the student's total days of removal from the student's placement during the school year exceed ten cumulative days in a school year. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. A separate administrative conference shall be conducted for each period of suspension.

(4) the removal constitutes a change of placement;

The manifestation review must be conducted by the IEP Tteam and other qualified personnel within ten (10) days of the district's disciplinary decision. Parents must be notified of all procedural safeguards at the time the disciplinary decision is made.

The IEP Tteam must be convened to develop a Functional Behavioral Assessment (FBA) within ten (10) business days of removing a student for the 11th cumulative day in a school year or after a change of placement for disciplinary reasons. If the student already has a FBA, the IEP Tteam will need to review the student's Behavioral Intervention Plan (BIP).

As soon as practicable after developing a FBA plan and completing the FBA (but not more than 30 school days), the IEP Tteam must meet to develop a BIP as appropriate.

If the student with an IEP is placed in a 45 day unilateral placement, a FBA/BIP will be completed or modified. An FBA/BIP or modification of existing plans will be conducted when the student's behavior has been determined to be a manifestation of the student's disability.

The school administration shall implement alternative educational services when the suspension exceeds five (5) days.

Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessment, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statute Section 123A.05 selected to allow the pupil to progress toward meeting Minnesota ~~Graduation~~ Academic Standards under Section 120B.02 although in a different setting. The alternative education setting is determined by the IEP Tteam. A student with a disability or an IEP can be placed in a 45 school day interim alternative educational setting if at a school/premise the student possesses a weapon, knowingly possesses/uses illegal drugs or inflicts serious bodily injury upon another person.

Suspension procedures:

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

2) Administrator notified pupil of grounds for suspension - At the informal administrative conference, a school administrator shall notify the pupil on the grounds for the suspension, provide an explanation of the evidence the authorities have, and the pupil may present the pupil's version of the facts. A separate administrative conference is required for each period of suspension.

3) Written notice of grounds for suspension - A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of Minnesota Statute Sections 121A.40 to 121A.56 shall be personally served upon the pupil at or before the time the suspension is to take effect, and upon the pupil's parent or guardian by mail within 48 hours of the conference (Administrative Procedure 551.1). The district shall make reasonable efforts to notify the parents of the suspension by telephone as soon as possible following suspension. In the event a pupil is suspended without an informal administrative conference on the grounds that the pupil will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the pupil and the pupil's parent or guardian within 48 hours of the suspension. Service by mail is complete upon mailing.

4) Suspension pending expulsion or exclusion - Not withstanding the provisions of subdivisions 1 and 3, the pupil may be suspended pending the school board's decision in the expulsion or exclusion hearing; provided that alternative educational services are implemented to the extent that suspension exceeds five days.

9. Expulsion or Exclusion - 1) "Expulsion" means a ~~s~~School ~~b~~Board action to prohibit an enrolled student from further attendance for up to 12 months from the date the pupil is expelled. The authority to expel rests with the ~~s~~School ~~b~~Board.

2) "Exclusion" means an action taken by the ~~s~~School ~~b~~Board to prevent enrollment or reenrollment of a pupil for a period that shall not exceed beyond the current school year. The authority to exclude rests with the ~~s~~School ~~b~~Board.

3) All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56.

4) No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5) The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).

6) The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.

7) All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.

8) The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9) The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The ~~s~~School ~~b~~Board may appoint an attorney to represent the school district in any proceeding.

10) If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11) All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12) At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13) The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14) The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15) The student cannot be compelled to testify in the dismissal proceedings.

16) The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the ~~s~~School ~~b~~Board and served upon the parties within two (2) days after the close of the hearing.

17) The ~~s~~School ~~b~~Board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The ~~s~~School ~~b~~Board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the sSchool ~~b~~Board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

18) A party to an expulsion or exclusion decision made by the ~~s~~School ~~b~~Board may appeal the decision to the Commissioner within twenty-one (21) calendar days of ~~s~~School ~~b~~Board action pursuant to Minn. Stat. 121A.49. The decision of the ~~s~~School ~~b~~Board shall be implemented during the appeal to the Commissioner.

19) The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20) The school district shall report each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report shall include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The dismissal report must include state student identification numbers of affected students.

21) Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

22) The school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

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

11. Referral to Learner Support Services - A student who has not been determined to be eligible for special education but is suspected of having a disability and in need of special education, may be referred to the Special Education Child Study Team at his/her school. If the student is evaluated and found to have a disability and also found to be a student in need of specialized instruction as identified in an IEP, the team will consider if a behavioral intervention plan or other behavioral supports are appropriate.

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

Restorative Discipline Measures:

a) Restorative Discipline is a type of discipline that seeks to restore damages made by the offending student. A reasonable followup to a destructive action may be to try to restore, replace, repair, cleanup or apologize, as the situation may dictate.

b) Restorative Justice is a process whereby all the parties with a stake in a particular offense come together to resolve collectively how to deal with the aftermath of the offense and its implications for the future. A restorative process consists of a face-to-face encounter in the presence of a trained facilitator. The affected parties are brought together by a facilitator to discuss how they and others have been harmed by the incident and how that harm might be repaired. Participants include the victim, the offender, individuals who support each of them and others who have been affected by the incident. Participation in the process is voluntary on the part of the victim or offender. This process is used in conjunction with the Clay County Restorative Justice Program.

13. Corporal Punishment

1. "Corporal punishment" means conduct involving:

(1) hitting or spanking a person with or without an object; or

(2) unreasonable physical force that causes bodily harm or substantial emotional harm.

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

14. Use Reasonable Force

(1) A teacher or ~~school principal~~ building administrator, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

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

V. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, ~~principal~~ building administrator or other school district officials may provide additional notification as deemed appropriate.

VI. STUDENT DISCIPLINE RECORDS

It is the policy of the school district that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. A student's formal disciplinary record will be transferred to any private or public school where a student is enrolling, or seeking to enroll full time or part time. The transmittal must confirm with the Family Educational Rights and Privacy Act (FERPA). A student's expulsion, withdrawal or transfer from a school resulting from a weapons violation may only be disclosed to another school district relating to the admission of the student, unless the information is otherwise public.

VII. DISABLED STUDENTS

Students who are currently identified as disabled under IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 Plan specified a necessary modification.

VIII. STANDARDS OF CONDUCT

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

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

A. Willful violation of any rule of conduct specified in the discipline policy adopted by the ~~s~~School ~~b~~Board;

B. Willful conduct materially and substantially disrupting the rights of others to an education; and,

C. Willful conduct which endangers school district employees, the pupil or other pupils, or the property of the school.

Discipline should not be confused with punishment. The goal of discipline is a self-disciplined individual, with mature attitudes and socially acceptable standards of conduct. Disciplinary policies within the public schools shall be enforced

within the general guidelines as set forth below. These guidelines describe clearly the various administrative actions which will be taken for violations of the law and the school district standards of behavior.

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

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

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

VIOLATIONS AGAINST PERSONS AND MINIMUM CORRECTIVE ACTIONS

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

1. ASSAULT - IN POSSESSION OF WEAPON: A student who threatens bodily harm or death to another without material physical contact while in possession of a weapon.
- Parent/Guardian notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the sSuperintendent for expulsion for a period of time not to exceed one year.

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

3. BULLYING: "Bullying" means any written or verbal expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to one or more students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance.
- Student conference
- Parent/Guardian notification

4. DIRECT ATTACK ON ANOTHER PERSON -
Students in grades K-5:
- Parent/Guardian conference
-1-5 day suspension
Students in grades 6-12:
- Parent/Guardian conference
- 5-day suspension
- Recommendation to the sSuperintendent for expulsion for a period of time not to exceed one year.
- Notification of police.

5. DIRECT ATTACK WITH A WEAPON
- Parent/Guardian notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the sSuperintendent for expulsion for a period of time not to exceed one year.

6. DISRESPECTFUL LANGUAGE: Disrespectful language directed toward another person.
- Student conference

7. DISRUPTIVE BEHAVIOR IN THE CLASSROOM: "Disruptive Behavior" is defined as:
A. Willful conduct that significantly disrupts the right of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
B. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school; and
C. Willful violation of any rule of conduct specified in the Discipline Handbook adopted by the ~~s~~School ~~b~~Board.
- Removal from class
- Parent/Guardian/Teacher conference prior to return

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

9. HARASSMENT: Harassment is participating in or conspiring with others to engage in harassing acts that injure, degrade, or disgrace other individuals. Harassment, whether willful or otherwise, includes offensive behavior relating to gender, religion, culture, disability, race, sexual orientation, and/or age.
- Student conference
- Detention
- Notification of parents or guardians
- Notification of Title IX officer in cases of repeated sexual harassment.

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

11. INTERFERENCE/OBSTRUCTION: "Interference" or "obstruction" means any action taken to attempt to prevent a staff member from exercising his or her legally assigned duties.
- Parent/Guardian conference
- Suspension

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

- Parent/Guardian notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the ~~s~~Superintendent for expulsion for a period of time not to exceed one year.

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

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

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

weapon.

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

13. VERBAL ABUSE: Verbal assaults, or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people.
- Parent/Guardian conference
- Suspension

VIOLATIONS AGAINST PROPERTY AND MINIMUM CORRECTIVE ACTIONS

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

1. ARSON: This is the intentional destruction or damage to any school building or property by means of fire or explosive.
- Immediate notification of legal authorities
- Suspension
- Parent/Guardian conference

2. FALSE FIRE ALARMS
- Immediate notification of legal authorities
- Suspension
- Parent/Guardian conference

3. ROBBERY OR EXTORTION: This refers to the obtaining of property from another person where his or her consent was induced by a use of force.
- Notification of legal authorities
- Suspension
- Parent/Guardian conference

4. THEFT: PERSONAL PROPERTY: This means the unauthorized taking of and/or the unauthorized possession of the property of another person.
- Notification of legal authorities
- Suspension
- Restitution
- Parent/Guardian conference

5. THEFT OR UNAUTHORIZED POSSESSION OF SCHOOL PROPERTY: This refers to the unauthorized taking of and/or the unauthorized possession of school property.
- Notification of legal authorities
- Suspension
- Restitution
- Parent/Guardian conference

6. UNAUTHORIZED USE OF SCHOOL PROPERTY FOR NON-SCHOOL ACTIVITIES
- Notification of legal authorities
- Parent/Guardian conference

7. WILLFUL DAMAGE OF SCHOOL PROPERTY OR OF THE PROPERTY OF OTHERS: "Willful damage" is the intentional cutting, defacing, or damage of any property, real or personal belonging to the school district, or to any individual within the school setting.
- Notification of legal authorities
- Suspension
- Restitution
- Parent/Guardian conference

OTHER VIOLATIONS AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, administration retains the right to use any and all of the corrective actions as described in Section IV as fitting in a particular disciplinary situation.

1. ALCOHOL: This refers to the possession, use, or being under the influence of any alcoholic product while on the school grounds or at school sponsored activities.
- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent/Guardian conference
- Suspension from attending school-related activities as detailed below.

In addition, any student in possession, use or being under the influence of any alcoholic product while at a school-sponsored activity:

- 1st violation - The student will not be allowed to attend any school-sponsored activity for six (6) weeks,

- 2nd violation - The student will not be allowed to attend any school-sponsored activity for eight (8) weeks.

- 3rd violation - The student will not be allowed to attend any school-sponsored activity for the remainder of the school year.

2. DANGEROUS DRUGS/CONTROLLED SUBSTANCES: This refers to the possession, sale, distribution, or use of any controlled substances as defined in Minnesota Statute 152.02 while on the school grounds or at school sponsored events.
- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent/Guardian conference
- Suspension from attending school-related activities as detailed below.

In addition, any student in possession, use or being under the influence of any alcoholic product while at a school-sponsored activity:

- 1st violation - The student will not be allowed to attend any school-sponsored activity for six (6) weeks,

- 2nd violation - The student will not be allowed to attend any school-sponsored activity for eight (8) weeks.

- 3rd violation - The student will not be allowed to attend any school-sponsored activity for the remainder of the school year.

3. DISORDERLY CONDUCT: "Disorderly Conduct" refers to engaging in offensive, obscene, or abusive language or in boisterous and noisy conduct tending to arouse alarm, anger, or resentment in others.
- Student conference
- Parent/Guardian conference

4. GAMBLING: "Gambling" is defined as the playing of a game of chance for stakes.
- Student conference
- Parent/Guardian conference

5. TOBACCO - POSSESSION: Possession of any tobacco product by a student while on the school grounds or at school-sponsored events.
- Referral to legal authorities
- Parent/Guardian conference

6. TOBACCO - USE: This is defined as the use of any type of tobacco product, chewing, holding a lighted tobacco

product, or exhaling smoke from the mouth or nose on school property or at school-sponsored activities.
- Referral to legal authorities
- Parent/Guardian conference

VIOLATIONS AGAINST SCHOOL ADMINISTRATIVE PROCEDURE AND MINIMUM CORRECTIVE ACTIONS

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

1. CHRONIC AND UNEXCUSED ABSENTEEISM
- Parent/Guardian/Student Conference
- Detention

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

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

4. DEFIANCE OF AUTHORITY: This is defined as willful refusal to follow the legal direction/order given by a staff member.
- Suspension
- Parent/Guardian conference

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

6. MISBEHAVIOR ON SCHOOL BUS
Elementary (K-5)
1st offense -- Warning
2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parents.
3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parents.
4th offense -- 10 day suspension from riding the bus/meeting with parents.
Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

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

Middle School and Secondary (6-12)
1st offense -- Warning
2nd offense -- 5 day suspension from riding the bus/conference (meeting/phone) with parents.
3rd offense -- 10 day suspension from riding the bus/conference (meeting/phone) with parents.
4th offense -- 20 day suspension from riding the bus/meeting with parents.
5th offense -- Suspended from riding the bus for the remainder of the school year.

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

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

- Parent/Guardian conference
- Detention

8. SEVERE MISBEHAVIOR OR CONTINUED DISORDERLY CONDUCT ON SCHOOL BUS
- Denial of transportation on school bus according to district policy

9. STUDENT ATTIRE: This refers to student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership.
- Student conference

10. TRESPASSING: This refers to persons physically present on a school campus or at a school activity after being requested to leave by the ~~school principal~~ building administrator or other person lawfully responsible for the control of said premises.
- Warning
- Referral to legal authorities
- Parent/Guardian conference

11. WILLFUL DISOBEDIENCE: "Willful Disobedience" is defined as any refusal to follow published school rules and regulations.
- Student conference

IX. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Options Program (Minn. Stat. 124D.03) or Enrollment in Nonresident District (Minn. Stat. 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 (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of sixteen (16) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

X. DISTRIBUTION OF POLICY

The MAPS Discipline Handbook is distributed to all students at the beginning of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each building administrator's office and the district Web site (www.moorhead.k12.mn.us).

XI. REVIEW OF THE POLICY

The ~~principal~~ building administrator or other person having general control and supervision of the school, and representatives of parents/guardians, students and staff in a school building shall confer at least annually to review the discipline policy and to assess whether the policy has been enforced. The Moorhead School Board must conduct an annual review of the districtwide discipline policy.

Legal References:
Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)
Minnesota Statute 120B.02 (Educational Expectations for Minnesota's Students)
Minnesota Statute 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minnesota Statute 121A.05 (Referral to Police)
Minnesota Statute 121A.25-121A.29 (Chemical Abuse)
Minnesota Statute Sections 121A.40 to 121A.56 (The Pupil Fair Dismissal Act)
Minnesota Statute 121A.44 (Expulsion for Possession of Firearm)
Minnesota Statute 121A.69 (Hazing Policy)
Minnesota Statute 123A.05 (Area Learning Center Organization)
Minnesota Statute 124D.03 (Enrollment Options Program)

Minnesota Statute 124D.08 (School Boards' Approval to Enroll in Nonresident District)
Minnesota Statute 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minnesota Statute Chapter 260A (Truancy)
Minnesota Statute 609.605 (Trespass)
Minnesota Statute 609.02, Subd. 6 (Definition of Dangerous Weapon)
20 U.S.C. Sec. 1232g et. seq. (Family Educational Rights and Privacy Act (FERPA))
20 U.S.C. 1401 et. seq. (Individuals with Disabilities Education Act (IDEA))
20 U.S.C. 7101-7144 (Safe and Drug Free Schools and Communities Act)
34 C.F.R. Secs. 99.1-99.67 (Family Educational Rights and Privacy)
41 U.S.C. 701-707 (Drug-Free Workplace Act)
No Child Left Behind Act, Section 4141

Cross References:
Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 515: School District Student Attendance
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 571: Hazing Prohibition
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 573: Tobacco-Free Environment
Moorhead School Board Policy 574: Search of Student Lockers, Desks, Personal Possessions, and Student's Person
Moorhead School Board Policy 575: Student Use and Parking of Motor Vehicles, Patrols, Inspections and Searches
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy
Moorhead School Board Policy 577: Student Dress and Appearance
Moorhead School Board Policy 578: Bullying Prohibition
Moorhead School Board Policy 721: Student Transportation Safety
Moorhead School Board Policy 730: School District Copyright Policy
Moorhead School Board Policy 731: Moorhead Public Schools ~~Information~~ Electronic Network Acceptable Use and Safety Policy

MAY 2 5 2006

**HUMAN RESOURCE** **MEMO #: HR .06.134**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Vielden, Director of Human Resources

SUBJECT: Health & Safety Management Assistance Services

DATE: May 24, 2006

A new contract with Lakes Country Service Cooperative was approved earlier this year which provides the services of Melissa Mattson in providing instructional services and overall management consultation of the district Health and Safety Plan. The second part of the Health and Safety services is now coming due with the oversight of these services. This is also provided by the Lakes Country Service Cooperative and is conducted by Jane Estes. This contract is an essential part of the process, in that it provides support for Health and Safety funding as well as insuring district compliance with state law and rules of the departments of Health, Labor and Industry, Public Safety and Pollution Control Agency, as well as any related Federal Standards.

This contract is for the same dollar amount as last year. A copy of the contract is attached.

**SUGGESTED RESOLUTION:** Move to approve a one year contract for 2006-2007 in the amount of $2500 for Health and Safety Management Assistance services from the Lakes Country Service Cooperative.

RN/smw

# Lakes Country Service Cooperative
## HEALTH AND SAFETY MANAGEMENT ASSISTANCE SERVICES
## 2006-2007

**THIS AGREEMENT, effective the 1st day of July, 2006, by and between Lakes Country Service Cooperative, hereinafter referred to as SC, and Independent School District Moorhead, No. 152, located at Moorhead, Minnesota, hereinafter referred to as School, witnesseth:**

1. That the SC is engaged in providing consultation and coordination of services related to the management of environmental health and safety concerns for public school districts. "Environmental Health and Safety Management" means school district activities necessary for a district's compliance with state law and rules of the departments of Health, Labor and Industry, Public Safety, and Pollution Control Agency, as well as any related federal standards.

   The SC will provide a trained health and safety professional having significant fieldwork experience as the Management Assistance Coordinator. Duties of the Management Assistance Coordinator will include:

   - Assist schools in identifying and prioritizing health and safety plans and programs. Particular emphasis shall be provided to assist districts in planning to manage, monitor and improve Attachment 99 emphasized areas.
   - Evaluate all aspects of programs for the identification, recognition and control of hazards.
   - Assist districts in prioritization and scheduling of district health and safety revenue application reporting, including new requirements such as five year plans and health and safety program/plan submission.
   - Conduct on-site management assistance work for a minimum of one site visit per district per fiscal year, including one mock OSHA building walk-through.
   - Work with the Minnesota Department of Education and other Service Cooperatives in the development of future H & S priorities.
   - Provide direct communication with Phil Allmon at the state level.
   - Provide interpretations of mandatory requirements from the Minnesota Department of Education (MDE).
   - Assistance completing mandatory reports such as Attachment 99, IAQ information and development, machine guarding, etc.
   - Assistance to determine what is allowable under Health & Safety Levy funding.
   - Assistance coding Health & Safety Projects.
   - Ability to approve Health & Safety projects up to $10,000 that meet MDE criteria.
   - Support MDE activities such as hosting regional meetings, implementing new programs, and hosting training to support educational initiatives.

2. Such services will be provided to and paid for by the School beginning July 1, 2006, at an annual fee based on the gross square footage of the School buildings. The fee will be as follows:

   **961898** square feet x .005/square foot, not to exceed $2500.00 = **$ 2500.00**

3. That services will be provided to the School, and such entity agrees to pay fees listed above for said services. Payment will be payable in two installments during the fiscal year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective the day and year first above written.

Member School District No. **152**
**Moorhead,** Minnesota

BY:_____

_____

_____
(Date)

Lakes Country Service Cooperative

BY:_____
Executive Director

_____

_____
(Date)

**BUSINESS SERVICES MEMO #: B.06.034**

To: Dr. Larry P. Nybladh, Superintendent

From: Mark Weston, Assistant Superintendent of Business Services MW

Date: June 6, 2006

RE: 2006-07 Annual Operating Plan

The preliminary budgets, by fund, for 2006-2007 are as follows:

| Fund | Beginning Fund Balance | Revenues | Expenditures | Ending Fund Balance |
|---|---|---|---|---|
| 01-General/rsp/Cap | $10,012,983 | $47,721,305 | $49,194,012 | $ 8,540,276 |
| 02-Food Service | $ 441,229 | $ 1,789,171 | $ 1,717,957 | $ 512,443 |
| 04-Community Ed | $ 141,449 | $ 1,218,596 | $ 1,220,137 | $ 139,908 |
| 07-Debt Service | $42,202,548 | $ 6,338,570 | $ 6,037,734 | $42,503,384 |

Suggested Resolution: Move to approve the 2006-2007 Annual Operating Plan which includes the preliminary budget for the 2006-2007 school year.

MHW:mde
Attachment




# 2006-2007
# Annual Operating Plan

Dr. Larry P. Nybladh - Superintendent

Lynne Kovash - Assistant Superintendent of Teaching & Learning

Mark Weston - Assistant Superintendent of Business Services

The mission of the Moorhead School District
is to develop the maximum potential of every learner
to thrive in a changing world.

# 2006-2007
# ANNUAL OPERATING PLAN

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## SCHOOL BOARD

| | Term Expiration |
|---|---|
| Lisa Erickson, Chairperson | 2008 |
| Bill Tomhave, Vice Chairperson | 2010 |
| Karin Dulski, Director | 2010 |
| Cindy Fagerlie, Treasurer | 2008 |
| Mike Siggerud, Director | 2008 |
| Carol Ladwig, Clerk | 2008 |
| Kristine Thompson, Director | 2010 |

## CENTRAL OFFICE TEAM

Dr. Larry P. Nybladh, Superintendent

Lynne Kovash, Assistant Superintendent of Teaching and Learning

Mark Weston, Assistant Superintendent of Business Services

Ron Nielsen, Director of Human Resources

Jill Skarvold, Director of Special Education and Federal Programs

Dan Markert, Director of Information Systems and Instructional Support

## INDEPENDENT SCHOOL DISTRICT 152
## MOORHEAD, MINNESOTA

### MISSION STATEMENT

The mission of the Moorhead School District is to develop the maximum potential of every learner to thrive in a changing world.

### THE SCHOOL ENTITY

The District encompasses 206 square miles in Clay County. It includes all or part of 11 townships. It is 34 miles long and ranges from 3 1/2 to 9 1/2 miles wide. It is bounded on the west by the Red River. The communities of Moorhead, Georgetown, Kragnes, Sabin, and Rustad are all part of the District. The District currently employs over 800 individuals in full and part-time positions. The District owns and operates a maintenance garage, an education center, 3 elementary schools, a middle school, a high school and an area learning center.

### OBJECTIVES OF THE ANNUAL OPERATING PLAN

1. To approve the 2006-2007 preliminary budget.
2. To project revenue and expenditures for a two year period beyond the current budget.
3. To present historical information.
4. To have the above information organized in such a manner that it may be used as a tool in the District's long range planning process.

## I. GENERAL FUND

### INTRODUCTION

For budgetary purposes the following assumptions were used when actual amounts were not available. For revenues a 2% increase was utilized, except for General Ed Aid where a 3.99% increase was used. Expenditures are projected at an increase ranging from 3 - 5%.

Approximately 90% of the District's revenue in the general fund is based on a state formula, which multiplies an allowance determined by the legislature according to the number of pupil units attending the District.

Utilizing the assumptions already detailed in this report, the school district is anticipating 2006-2007 general fund revenues to be $47,721,305. This reflects an increase of $2,424,777 as compared to anticipated revenues for 2005-2006. This increase is primarily due to the general ed. ad formula increase and the levy of buses and capital dollars and Microsoft Cy Press Settlement.

Utilizing the assumptions already detailed in this report, the school district is anticipating 2006-2007 general fund expenditures to be $49,194,012. This reflects an increase of $2,018,411 as compared to anticipated expenditures for 2005-2006.

The net result of the recommended general fund (01) budget is a deficit of $1,472,707 for the 2006-2007 school year. The 2006-2007 general fund (01) ending balance is projected to be $8,540,276. Budget assumptions will be monitored to verify accuracy as new information becomes available. In the event significant changes are required, the AOP will be brought to the school board and amended as necessary.

**REVENUE** **Line #**

**Property Taxes** ..... 1
The property taxes have increased due to the levy increase in equity and transition revenue, capital outlay, and bus levy.

**Interest** ..... 2
Current interest rates are trending higher, but the increase in rates are being offset by a declining fund balance.

**Tuition and Fees** ..... 3
This line item contains the fees from participation in extra-curricular activities, the ticket sales from activity events, and the tuition received from other districts. The tuition revenue fluctuates annually and is difficult to predict. Most of the students that have tuition agreements are special needs students. This population enters and leaves the District daily.

**Other Local Sources** ..... 4
Revenue is projected to increase by 2% annually. Rent from school facilities, rent from other property, student teacher reimbursement, concessions, reimbursement from Lake Land Mental Health Day Treatment, reimbursement from LCSC special education, and miscellaneous. The vending receipts were reduced due to the removal of the machines in the High School.

**General Education Aid** ..... 5
This aid represents the State share of the basic general education revenue which includes transportation revenue. Due to stabilizing enrollment and the increase in the formula allowance the General Education Aid has increased. For fiscal year 2005 and later, general education revenue is provided entirely through state aid payments.

**Tax Credits.** ..... 6
Due to the significant property tax relief legislation of 2001, tax credits are being phased out. One exception would be the border city tax credit.

**Non Public Transportation Aid** ..... 7
We receive funding to support non-public to/from transportation, and non-public between buildings transportation. This transportation is a required transportation to provide equal access to services for nonpublic students. The funding we are expecting to receive in 2006 –2007 is $92,965.

**Special Education Aid** ..... 8
This is partial reimbursement for expenditures in special education. The aid represents a percentage of salary and supply costs incurred by the District. The District also receives aid for excess special education cost.

**Federal Sources.....9**
The District receives a number of federal grants both directly and through the State of MN. Approximately 75% of the revenue is for Title 1 programming and the flow-thru funding for special education. The projected revenue will increase 2% annually and expenditure budgets for federal grants will reflect any increase or decrease in funding.

**Operating Capital.....11**
The formula for calculating operating capital revenue is $73 plus $100 multiplied by the facilities age index (1.2198 for 2006-07) multiplied by the adjusted marginal cost pupil units. In addition, districts that operate year round programs such as the RRALC are entitled to $30 for each pupil unit attending a year round program. The aid/levy mix is the same percentage as the general education formula allowance funding.

**Lease Levy.....12**
The District is authorized under MN Statute 126C.40 to levy for the cost of leasing space for instructional purposes or for school storage. The District submits an annual application to the commissioner for approval. The total levy for a year must not exceed $100 times the resident pupil units for the fiscal year to which the levy is attributable.

**Head Start Rent.....13**
The Clay Wilken Opportunity Council paid in advance $150,000 of which $50,000 was recorded into the construction fund for the construction cost of the classrooms at Probstfield Educational Center in FY03 and $100,000 was receipted into paid up rent in FY04. In FY05 and on is the anticipated rent revenue we will be receiving.

**Sale of Property.....14**
When there is property that is no longer of use to the District it is sold at a public auction or with public notice and the receipts are deposited in the capital outlay fund. Exceptions are made when state statute dictates that proceeds must be allocated other than described.
In FY 03-04 the sale of Edison, Riverside and the land sale at Reinertsen and Horizon are recorded here. In FY 04-05 the sale of Lincoln is recorded here.

**Microsoft Settlement.....15**
The Minnesota Microsoft Cy Press Program has given dollars back to the school districts for qualifying purchases of hardware and software.

**Health and Safety.....17-18**
To receive health and safety revenue for any fiscal year a district must submit to the commissioner an application for aid and levy. The application may be for hazardous substance removal, fire and life safety code repairs, labor and industry regulated facility and equipment violations, and health, safety, and environmental management, including indoor air quality management. The revenue received through aid and levy is equal to the expenditures of the approved projects. (See lines 79-85)

**EXPENDITURES** **Line #**

**Administration and Support Services..... 23-26**
These lines include all costs for general administration, instructional administration, school site administration, and administrative support services. Administrative services are defined as those provided by head administrators who are in charge of instructional or instruction-related units. This includes the school board, superintendent, principals, assistant superintendents, and directors of instructional areas. Included are the costs of their immediate offices, including those individuals in direct support of the administrator and the administrative support positions.

**Regular and Vocational Instruction ..... 27-30**
These lines include all activities dealing directly with the teaching of pupils in the classroom and co-curricular activities at the kindergarten, elementary and secondary levels excluding expenditures for special education instruction.

**Special Education Instruction ..... 31-34**
These line items include the budget for activities that provide learning experiences for pupils of any age who, because of certain atypical characteristics or conditions, have been identified as requiring, or who would benefit by, educational programs differentiated from those provided pupils in regular or vocational instruction.

**Instructional Support Services..... 35-38**
These line items include the budget for activities for assisting the instructional staff with the content and process of providing learning experiences for pupils in the kindergarten through twelfth grade. It includes, but is not limited to, the organization, management and operation of libraries and media centers and the budgets for staff development.

**Pupil Support Services ..... 39-42**
Includes all services provided to pupils, which do not qualify to be classified as instructional services. The services include counseling and guidance, health, psychological, social work, crime prevention, and others.

**Operations and Maintenance of Buildings and Grounds..... 43-47**
These line items include the budgets for activities related to maintaining and sustaining the utility, economic and aesthetic value of existing District owned property. For buildings, this includes custodial care and ordinary upkeep. Equipment consists of repairs and maintenance of equipment to sustain original condition of completeness and efficiency.

**Transportation Services.....48-53**
Includes the salaries and benefits and other costs to operate the transportation department.

**Property/Liability Insurance .....54**
This includes insurance premiums for property, and liability coverage.

## OPERATING CAPITAL EXPENDITURES

Capital expenditures consist of expenditures for acquisition, additions, or improvement of sites, building, and equipment. An item qualifies as equipment if all the following criteria are met:

- It retains its original shape and appearance with use. It has a normal useful life of at least three years.
- It is nonexpendable. That is, if the article is damaged or some of its parts are lost or worn out, it is usually more feasible to repair it rather than replace it with and entirely new unit.
- It represents an investment of money (usually a unit cost range of greater than $500), which makes it feasible and advisable to capitalize the item.
- It does not lose its identity through incorporation into a different or more complex unit or substance.

Under a property control system each item or group of like items would be separately inventoried and controlled.

**Special Assessments ..... 56**
Special assessments will be based on city improvements including projects related to repaving streets, curb and gutter work, and needed improvements for city services.

**Leases ..... ..... 57**
The District currently has lease agreements with the City of Moorhead for the Sports Center and Outreach Center, LaFamiglia Limited Partnership for RRALC, Fargo Schools for the gymnastics center, and Lakes Country Service Cooperative for the YES program.

**Telephone/Telecommunications ..... 58**
Expenses include equipment and the leasing of telephone lines. E-rate reimbursements received through the federal government will cause this line item to fluctuate.

**Building Discretionary Allocation ..... 59**
Each building is allocated capital dollars to cover incidental expenses that are not part of the long-range facility plan. The allocation is $7.87 per student based on projected enrollments.

**Athletics ..... 60**
This budget is for additions and replacement of athletic equipment.

**Textbook/Curriculum Adoption ..... 61**
There is a review process annually to decide the needs relative to textbook acquisitions. It is predicted that the use of textbooks will decline with the increased use of technology.

**Music ..... 62**
This budget is for additions and replacement of musical instruments. Musical instrument purchase and replacement will be based on recommendations from the District's music staff.

**EXPENDITURES (Continued)** **Line #**

**Media ..... 63**
Audiovisual equipment and application software will be purchased based on the recommendation of the Building Technicians, Media Specialists, and Principals with assistance from the Director of Media Services and Director of Information Systems and Instructional Support. Attention will focus on the district's integration of technology and the delivery & implementation of the MN Profiles of Learning. Media/library print books and electronic resources will be purchased as recommended by building Media Specialists in collaboration with the Director of Media Services & the Director of Information Systems and Instructional Support. Specific attention will be given to the current curriculum cycle, the district's focus on technology integration and those resources needed for implementation of the MN Graduation Standards.

**Equipment Contingency Fund ..... 64**
Equipment that must be replaced immediately for continuity of instructional programs or for equipment essential for District operations will be purchased when necessary from this budget.

**Technology Staffing ..... 65**
This budget is for the wage and benefit expense associated with the Director of Information Systems and Instructional Support.

**Technology Plan ..... 66**
The technology plan is attached. It details the annual operating costs and the planned acquisitions for the next three years.

**Microsoft Settlement..... 67**
The Minnesota Microsoft Cy Press Program has given dollars back to the school districts for qualifying purchases of hardware and software

**Building Construction and Maintenance Plan ..... 68**
The building construction and maintenance plan is attached. It details the projected expenditures by building. This budget is for the replacement of lawn maintenance and snow removal equipment. Purchases will be based on the recommendations of the Buildings and Grounds Supervisor. The Building and Grounds Supervisor will make recommendations regarding purchasing vehicles for use by District staff.

**Pool Construction ..... 69**
Expenditures related to renovating of the pool.

**Operating Capital Purchase of Land..... 70**
SW ¼ NE ¼ 14-139-48, Clay County

**Health and Safety Expenditures ..... 72-77**
The commissioner has approved all of the expenditures included in this category. To be considered by the commissioner for health and safety funding the project must be for hazardous substance removal, fire and life safety code repairs, labor and industry regulated facility and equipment violations, or health, safety, and environmental management including indoor air quality management. MN Statute 123B.57 defines the health and safety program.

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

| LINE # | | 2003-04 ACTUAL | 2004-05 ACTUAL | 2005-06 PROJECTED | 1.02 2006-2007 PROJECTED | 1.02 2007-2008 PROJECTED | 1.02 2008-2009 PROJECTED |
|---|---|---|---|---|---|---|---|
| | Formula Allowance per Pupil Unit | 4,601 | 4,601 | 4,783 | 4974 | 5,073 | 5,175 |
| | Enrollment (Nov. 2005 Projections) | 5,307 | 5,276 | 5,252 | 5240 | 5,196 | 5,168 |
| | **REVENUES:** | | | | | | |
| | **General Fund** | | | | | | |
| 1 | Property Taxes | 45,174 | 447,705 | 646,778 | 1,411,269 | 1,439,494 | 1,468,284 |
| 2 | Interest | 59,502 | 203,081 | 410,000 | 440,000 | 440,000 | 440,000 |
| 3 | Tuition & fees | 572,617 | 850,666 | 796,471 | 812,400 | 828,648 | 845,221 |
| 4 | Other local sources | 702,846 | 582,950 | 683,367 | 673,216 | 686,680 | 700,414 |
| 5 | General ed aid | 31,510,542 | 30,223,590 | 31,892,137 | 33,020,667 | 33,681,080 | 34,354,702 |
| 6 | Tax credits/Border city aid | 127,514 | 213,255 | 147,081 | 291,762 | 297,597 | 303,549 |
| 7 | Non public transporation aid | 114,532 | 89,355 | 91,142 | 92,965 | 94,824 | 96,721 |
| 8 | Special ed aid,excess aid,pr yr adj | 7,463,953 | 6,554,614 | 6,309,143 | 6,435,326 | 6,564,032 | 6,695,313 |
| 9 | Federal aids | 2,636,543 | 2,891,736 | 2,837,073 | 2,824,821 | 2,881,317 | 2,938,944 |
| 10 | **Total General Fund** | **43,233,223** | **42,056,952** | **43,813,192** | **46,002,426** | **46,913,675** | **47,843,148** |
| | **Operating Capital** | | | | | | |
| 11 | Operating Capital aid | 1,291,398 | 1,278,554 | 1,055,724 | 850,755 | 867,770 | 885,126 |
| 12 | Lease Levy | 56,475 | 317,559 | 257,144 | 278,616 | 284,188 | 289,872 |
| 13 | Head Start Rent | 100,000 | 13,671 | 14,218 | 17,743 | 18,098 | 18,460 |
| 14 | Sale of Property | 1,984,368 | 206,334 | 0 | 0 | 0 | 0 |
| 15 | Microsoft Settlement | | | 166,046 | 116,732 | 20,098 | |
| 16 | **Total Operating Capital** | **3,432,241** | **1,816,118** | **1,493,132** | **1,263,846** | **1,190,154** | **1,193,457** |
| 17 | Health & safety levy | 74,388 | 143,416 | (38,342) | 336,305 | 304,593 | 272,247 |
| 18 | Health & safety aid | 193,319 | 27,986 | 28,546 | 118,728 | 82,667 | 45,884 |
| 19 | **Total Health & Safety** | **267,707** | **171,402** | **(9,796)** | **455,033** | **387,260** | **318,131** |
| 20 | **Total Revenues** | **46,933,171** | **44,044,472** | **45,296,528** | **47,721,305** | **48,491,089** | **49,354,736** |
| 21 | % CHANGE | 6.07% | -6.15% | 2.84% | 5.35% | 1.61% | 1.78% |
| 22 | $ CHANGE | 2,686,133 | (2,888,699) | 1,252,056 | 2,424,777 | 769,783 | 863,648 |
| | **EXPENDITURES:** | | | | | | |
| 23 | Admin salaries | 2,709,569 | 2,502,956 | 2,603,074 | 2,733,228 | 2,869,889 | 3,013,384 |
| 24 | Admin fringe benefits | 399,536 | 391,952 | 407,630 | 428,012 | 449,412 | 471,883 |
| 25 | Admin supplies | 13,466 | 13,654 | 14,286 | 14,715 | 15,156 | 15,611 |
| 26 | Admin other | 148,873 | 147,164 | 193,540 | 192,255 | 198,023 | 203,964 |
| 27 | Instruct salaries (reg & voc) | 13,775,693 | 14,098,328 | 14,779,538 | 15,518,515 | 16,294,441 | 17,109,163 |
| 28 | Instruct fringe benefits | 4,043,293 | 4,183,217 | 4,350,546 | 4,568,073 | 4,796,477 | 5,036,300 |
| 29 | Instruct supplies | 479,675 | 441,955 | 554,651 | 587,206 | 604,822 | 622,966 |
| 30 | Instruct other | 915,634 | 1,341,160 | 983,103 | 932,536 | 960,512 | 989,327 |
| 31 | Spec ed salaries | 7,691,158 | 7,868,898 | 8,183,654 | 8,592,837 | 9,022,479 | 9,473,602 |
| 32 | Spec ed fringe benefits | 1,692,894 | 1,735,692 | 1,805,120 | 1,895,376 | 1,990,145 | 2,089,652 |
| 33 | Spec ed supplies | 53,822 | 79,208 | 80,860 | 83,290 | 85,790 | 88,360 |
| 34 | Spec ed others | 985,362 | 1,152,631 | 1,094,180 | 1,125,130 | 1,158,880 | 1,193,650 |
| 35 | Instruct support salaries | 1,379,071 | 1,395,607 | 1,451,431 | 1,524,003 | 1,600,203 | 1,680,213 |
| 36 | Instruct support fringe benefits | 241,731 | 223,526 | 232,467 | 244,090 | 256,295 | 269,110 |
| 37 | Instruct support supplies | 91,143 | 99,801 | 109,760 | 78,024 | 115,386 | 118,850 |
| 38 | Instruct support other | 207,659 | 161,151 | 231,020 | 236,150 | 243,230 | 250,530 |
| 39 | Pupil support salaries | 792,827 | 821,113 | 853,958 | 896,655 | 941,488 | 988,563 |
| 40 | Pupil support fringe benefits | 176,543 | 187,535 | 195,036 | 204,788 | 215,027 | 225,779 |
| 41 | Pupil support supplies | 4,596 | 5,572 | 7,460 | 7,680 | 7,910 | 8,150 |
| 42 | Pupil support other | 10,189 | 12,960 | 10,800 | 11,120 | 11,450 | 11,790 |
| 43 | Bldgs & grounds salaries | 1,012,891 | 1,098,104 | 1,142,028 | 1,199,130 | 1,259,086 | 1,322,040 |
| 44 | Bldgs & grounds fringe benefits | 172,165 | 180,318 | 187,531 | 196,907 | 206,753 | 217,090 |
| 45 | Bldgs & grounds energy exp | 799,382 | *1,362,923* | 1,650,000 | 1,699,500 | 1,750,485 | 1,803,000 |
| 46 | Bldgs & grounds supplies | 209,357 | *252,020* | 299,357 | 308,338 | 317,588 | 327,115 |
| 47 | Bldgs & grounds other | 175,377 | *140,585* | 206,660 | 211,960 | 218,319 | 224,868 |
| 48 | Transportation salaries | 359,065 | 388,667 | 398,135 | 416,531 | 437,358 | 459,226 |
| 49 | Transportation benefits | 65,188 | 54,817 | 54,527 | 56,163 | 58,971 | 61,919 |
| 50 | Transportation contracted services | 1,886,957 | 1,712,675 | 1,863,994 | 1,996,182 | 2,056,067 | 2,117,749 |
| 51 | Transportation supplies | 214,215 | 251,455 | 309,327 | 330,568 | 340,485 | 350,700 |

| LINE # | | 2003-04 ACTUAL | 2004-05 ACTUAL | 2005-06 PROJECTED | 2006-2007 PROJECTED | 2007-2008 PROJECTED | 2008-2009 PROJECTED |
|---|---|---|---|---|---|---|---|
| 52 | Transporation equipment | 125,737 | 151,149 | 74,036 | 85,000 | 87,550 | 90,177 |
| 53 | Transportation other | 24,375 | 26,920 | 24,000 | 24,720 | 25,462 | 26,225 |
| 54 | Property/ Casuality Insurance | 199,171 | 237,448 | 242,614 | 202,000 | 208,060 | 214,302 |
| 55 | **Total General Expenditures** | **41,056,613** | **42,721,161** | **44,594,321** | **46,600,680** | **48,803,196** | **51,075,257** |
| 56 | Op cap special assessments | 10,332 | 4,945 | 299,153 | 17,629 | 18,158 | 18,703 |
| 57 | Op cap Leases | 400,282 | 336,940 | 291,223 | 299,960 | 308,959 | 318,228 |
| 58 | Op cap Telephone/telecomm | 72,964 | 70,885 | 77,517 | 79,843 | 82,238 | 84,705 |
| 59 | Op cap Bldg Discretionary | 26,979 | 12,412 | 40,018 | 41,219 | 42,455 | 43,729 |
| 60 | Op cap Athletics | 10,591 | 7,980 | 9,834 | 10,129 | 10,433 | 10,746 |
| 61 | Op cap Textbooks | 406,243 | 199,477 | 281,309 | 320,000 | 335,000 | 345,050 |
| 62 | Op cap Music | 14,388 | 12,715 | 13,113 | 13,506 | 13,912 | 14,329 |
| 63 | Op cap Media | 63,151 | 42,389 | 43,714 | 45,025 | 46,376 | 47,767 |
| 64 | Op cap Eq Contingency/copiers | 12,587 | 15,556 | 16,599 | 117,144 | 120,658 | 124,278 |
| 65 | Op cap Technology Staffing | 91,256 | 94,928 | 100,504 | 104,524 | 107,660 | 110,890 |
| 66 | Op cap Technology Plan | 336,055 | 619,329 | 455,774 | 484,197 | 498,723 | 513,685 |
| 67 | Op Microsoft Settlement | 0 | 0 | 166,046 | 116,731 | 20,098 | 0 |
| 68 | Op cap Bldg Const/Maint Plan | 387,188 | 682,266 | 584,284 | 632,425 | 651,398 | 670,940 |
| 69 | Op cap Pool Construction | 157,513 | 603,633 | 0 | 0 | 0 | 0 |
| 70 | Op Cap Purchase of Land | 0 | 361,287 | 0 | 200,000 | 0 | 1 |
| 71 | **Total Operating Cap Expenditures** | **1,989,531** | **3,064,742** | **2,379,088** | **2,482,333** | **2,256,068** | **2,303,050** |
| 72 | Health & Safety Physical Hazard | 181,896 | 201,352 | 30,900 | 30,000 | 30,900 | 31,827 |
| 73 | Health & Safety Hazardous Subst | 2,909 | 20,876 | 15,450 | 10,000 | 10,300 | 10,609 |
| 74 | Health & Safety Enviromental Mgmt | 21,294 | 23,895 | 41,200 | 31,000 | 31,930 | 32,888 |
| 75 | Health & Safety Asbestos | 439,303 | 172,207 | 92,050 | 15,000 | 15,450 | 15,914 |
| 76 | Health & Safety Fire Safety | 9,894 | 17,411 | 22,592 | 25,000 | 25,750 | 26,523 |
| 77 | Health & Safety Indoor Air Quality | 7,032 | 5,033 | 0 | 0 | 0 | 0 |
| 78 | **Total Health & Safety Expenditures** | **662,328** | **440,774** | **202,192** | **111,000** | **114,330** | **117,760** |
| 79 | **TOTAL EXPENDITURES** | **43,708,472** | **46,226,677** | **47,175,601** | **49,194,012** | **51,173,594** | **53,496,067** |
| 80 | % Change | 2% | 5.8% | 2% | 4% | 4% | 5% |
| 81 | $ Change | 860,977 | 2,518,205 | 948,924 | 2,018,411 | 1,979,582 | 2,322,473 |
| 82 | REV OVER EXP (EXP OVER REV) | | | | | | |
| 83 | General Fund | 2,176,610 | (664,209) | (781,129) | (598,254) | (1,889,522) | (3,232,109) |
| 84 | Operating Capital | 1,442,710 | (1,248,624) | (885,957) | (1,218,487) | (1,065,913) | (1,109,592) |
| 85 | Health & Safety | (394,621) | (269,372) | (211,988) | 344,033 | 272,930 | 200,371 |
| 86 | Total Rev Over Exp (Exp over Rev) | 3,224,699 | (2,182,205) | (1,879,074) | (1,472,707) | (2,682,505) | (4,141,331) |
| 87 | BEGINNING FUND BALANCE | | | | | | |
| 88 | General Fund | 6,807,672 | 8,984,282 | 8,320,073 | 7,538,944 | 6,940,691 | 5,051,170 |
| 89 | Operating Capital | 3,558,368 | 5,001,078 | 3,752,454 | 2,866,498 | 1,648,011 | 582,097 |
| 90 | Health & Safety | 483,522 | 88,901 | (180,471) | (392,459) | (48,426) | 224,504 |
| 91 | Total Beginning Fund Balance | 3,224,699 | 14,074,261 | 11,892,055 | 10,012,983 | 8,540,276 | 5,857,771 |
| 92 | Transfer From General Fund | 0 | 0 | 0 | 0 | 0 | 0 |
| 93 | Transfer to Operating Capital | 0 | 0 | 0 | 0 | 0 | 0 |
| 94 | Transfer From Fund 22 | 0 | 0 | 0 | 0 | 0 | 0 |
| 95 | ENDING FUND BALANCE | | | | | | |
| 96 | General Fund | $8,984,282 | $8,320,073 | $7,538,944 | $6,940,691 | $5,051,170 | $1,819,060 |
| 97 | Operating Capital | $5,001,078 | $3,752,454 | $2,866,498 | $1,648,011 | $582,097 | ($527,495) |
| 98 | Health & Safety | $88,901 | ($180,471) | ($392,459) | ($48,426) | $224,504 | $424,875 |
| 99 | Total Ending Fund Balance | $14,074,261 | $11,892,055 | $10,012,983 | $8,540,276 | $5,857,771 | $1,716,440 |
| 100 | As a % of Expenditures | 32.20% | 25.73% | 21.22% | 17.36% | 11.45% | 3.21% |

| SENIOR HIGH | 02-03 | 03-04 | 04-05 | 05-06 | 06-07 |
|---|---|---|---|---|---|
| Replace Condensate Tank | 4,000.00 | 20,000.00 | | | |
| Parking Lot Resurface | 260,000.00 | 300,000.00 | 263,300.00 | | |
| Running Track Repair | | | | | |
| Install Var Speed Drives/Air Handler | | | | | |
| Building Controller Upgrade | | | | | |
| Roof Resaturation High Portion & Scupers | | | | | |
| Gym Flooring Refinishing | | | | 4,000 | |
| Fence & Stadium | | | | 4,315 | |
| Locker Room Water Heater/Sof | 60,000.00 | | | | |
| Gym Floor Repair/replace | 65,000.00 | | | | |
| Sound Shell | | | | 12,369 | |
| Pool Repair & Repaint | 25,000.00 | | | | |
| HW Laundry Converter | 20,000.00 | | | | |
| Stair Tread Replacement | 5,000.00 | | | | |
| Replace Carpet rm 306-309 | | | | 7,650 | |
| Main Elevator Repair | | | | | 17,000 |
| Heating Oil Replacement | | | | | 7,000 |
| Replace Steam Coils | | | | 4,100 | 4,700 |
| Drain Field | | | | | 7,000 |
| Dampers | | | | | 8,000 |
| Cabinet Replacements | | | | | 60,000 |
| **TOTAL** | **$ 439,000.00** | **$ 320,000.00** | **263,300.00** | **32,434** | **103,700** |
| | | | | | |
| **Horizon Middle School** | **02-03** | **03-04** | **04-05** | **05-06** | **06-07** |
| Track Repair | 90,000.00 | | | 10,700 | |
| Smokestack Repair | | 8,000.00 | | | |
| Storage bldg | | | | 60,000 | |
| Site Work | | | | 7,500 | |
| Monumental signs | | | | 10,725 | |
| Acoustical Panels | | | | 7,881 | |
| Aluminum Column Covers (15) | | | | 16,500 | |
| Padded chairs | | | | 9,160 | |
| Gym Floor Refinishing | | | | 3,000 | 2,000 |
| Clay Removal | | | | 42,400 | |
| Handicapped Door West Side | | | | | 5,000 |
| Soccer Fields | | | | | 200,000 |
| Rain Gutters | | | | | 1,225 |
| **TOTAL** | **$ 90,000.00** | **$ 8,000.00** | **0.00** | **167,866** | **208,225** |
| | | | | | |
| **ROBERT ASP ELEMENTARY** | **02-03** | **03-04** | **04-05** | **05-06** | **06-07** |
| Sealcoat Basketball Court | 5,000.00 | | | | |
| Smokestack Repair | | 8,000.00 | | | |
| Storage Bldg | | | | 24,355 | |
| Roof Repair | | | | 2,922 | |

| | | | | | |
|---|---|---|---|---|---|
| Gym Floor Refinish | | | | 3,000 | 2,000 |
| Water Heater Converstion | | | | | 18,000 |
| **TOTAL** | **$ 5,000.00** | **$ 8,000.00** | **0.00** | **30,277** | **20,000** |
| | | | | | |
| **PROBSTFIELD/ Education Ce** | **02-03** | **03-04** | **04-05** | **05-06** | **06-07** |
| Parking Lot Resurface | 35,000.00 | | | | |
| Smoke stack repair | | | | 5,000 | |
| Door Openers | | | | 5,000 | |
| Intercom/Paging/Clock System | | | | 14,700 | |
| Electrostatic Locker Painting | | | | | 8,000 |
| **TOTAL** | **$ 35,000.00** | **$ -** | **0.00** | **24,700** | **8,000** |
| | | | | | |
| **SG Reinertsen** | | | **04-05** | **05-06** | **06-07** |
| Site Work | | | | 11,180 | |
| Monumental Signs | | | | 10,725 | |
| Cabinets | | | | 36,309 | |
| Roof Hatch | | | | 8,865 | |
| Classroom Walls | | | | | 10,000 |
| Paint Hallways | | | | | 8,000 |
| Receiving | | | | | 7,500 |
| Sidewalks | | | | | 5,500 |
| **TOTAL** | **$ -** | **$ -** | **0.00** | **67,079** | **31,000** |
| | | | | | |
| **Hopkins Elementary** | | | | **05-06** | **06-07** |
| Gym Floor Refinish | | | | 4,000 | 3,000 |
| Driveway | | | | | 8,500 |
| **Total** | | | | **4,000** | **11,500** |
| | | | | | |
| **RRALC** | | | | | |
| Carpet | | | | | 8,000 |
| **Total** | | | | | **8,000** |
| | | | | | |
| **MAINTENANCE BUILDING** | **02-03** | **03-04** | **04-05** | **05-06** | **06-07** |
| Carpet Replacement | | | | 4,000 | |
| Door Replacement | | 4,000.00 | | 2,000 | |
| **TOTAL** | **$ -** | **$ 4,000.00** | **0.00** | **6,000** | **0** |
| | | | | | |
| **MAINTENANCE-EQUIP-VEHIC** | **02-03** | **03-04** | **04-05** | **05-06** | **06-07** |
| Maintenance Equipment | 20,000.00 | 20,000.00 | 104,847.00 | | 5,000 |
| Maintenance Repairs | | 6,770.00 | 0.00 | | |
| Vehicles | 40,000.00 | 61,586.00 | 12,443.00 | 18,078 | |
| Maintenance Pickup | 35,000.00 | | | | |
| Bobcat with Attachments | | | | 16,850 | |
| Lawn/Cleaning Eq | | | | 0 | 20,000 |
| Staff Vechicles | | | | 17,000 | 42,000 |
| **TOTAL** | **$ 60,000.00** | **$ 88,356.00** | **117,290.00** | **51,928.00** | **67,000.00** |

| UNDEDICATED CAPITAL | 02-03 | 03-04 | 04-05 | 05-06 | 06-07 |
|---|---|---|---|---|---|
| Undedicated | 102,804.00 | 300,000.00 | 402,030.00 | 200,000 | 175,000 |
| **TOTAL** | **$ 102,804.00** | **$ 300,000.00** | **402,030.00** | **200,000** | **175,000** |
| **BUILDING C/O SUMMARY 200** | **02-03** | **03-04** | **04-05** | **05-06** | **06-07** |
| Senior High | 439,000.00 | 320,000.00 | 263,300.00 | 32,434 | 103,700 |
| Junior High/Horizon Middle Sch | 90,000.00 | 8,000.00 | 0.00 | 167,866 | 208,225 |
| Robert Asp Elementary | 5,000.00 | 8,000.00 | 0.00 | 30,277 | 20,000 |
| Probstfield Elementary/Center f | 35,000.00 | - | 0.00 | 24,700 | 8,000 |
| SG Reinertsen Elementary | - | | | 67,079 | 31,000 |
| Hopkins | | | | 4,000 | 11,500 |
| RRALC | | | | | 8,000 |
| Maintenance Building | - | 4,000.00 | 0.00 | 6,000 | 0 |
| Maintenance- Equip-Vehicles | 60,000.00 | 88,356.00 | 117,290.00 | 51,928 | 67,000 |
| Undedicated | 102,804.00 | 300,000.00 | 402,030.00 | 200,000 | 175,000 |
| Art Program at Sports Center remolding | | 60,000.00 | | | |
| **TOTAL SUMMARY** | **$ 731,804.00** | **$ 788,356.00** | **$ 782,620.00** | **$ 584,284.00** | **$ 632,425.00** |
| **HEALTH & SAFETY** | **02-03** | **03-04** | **04-05** | **05-06** | **06-07** |
| Probstfield Alarm Upgrade | | | | | |
| Riverside Alarm Upgrade | | | | | |
| Engineering Fees | | | | | |
| Physical Hazard Control/ Demol | 209,550.00 | 365,000.00 | 225,000.00 | 30,900 | 30,000 |
| Hazardous Substance Manager | 5,267.00 | 15,000.00 | 11,000.00 | 15,450 | 10,000 |
| Health & Safety Management | 24,304.00 | 29,325.00 | 25,000.00 | 25,750 | 25,000 |
| Safety Committee Time | 25,000.00 | 25,000.00 | 15,000.00 | 15,450 | 15,000 |
| Asbestos Ahera Compliance | 491,417.00 | 305,000.00 | 115,000.00 | 15,450 | 6,000 |
| Fire Safety | 35,126.00 | 15,000.00 | 21,934.00 | 22,592 | 25,000 |
| Violence Prevention | - | | | 0 | 0 |
| Air Quality Control | 17,357.00 | 15,000.00 | 0.00 | 0 | 0 |
| Antimicrobial Filters | 15,000.00 | 15,000.00 | 0.00 | 0 | 0 |
| EPA Loan - High School | 61,000.00 | 61,000.00 | 61,000.00 | 61,000 | 0 |
| EPA Loan - Robert Asp | 15,600.00 | 15,600.00 | 15,600.00 | 15,600 | 0 |
| Remove Fire Dampers | | | | | |
| Corridor Rated Doors Edison | | | | | |
| Corridor Rated Doors Washington | | | | | |
| Other | | | | | |
| **TOTAL** | **$ 899,621.00** | **$ 860,925.00** | **489,534.00** | **202,192** | **111,000** |
| DATE: May 16,2006 | | | | | |

| Annual Operations | | 04/05 | 05/06 | 06/07 | 07/08 |
|---|---|---|---|---|---|
| Infrastructure | | | | | |
| | WAN -- Fiber Optics Lease | 43,700 | 24,000 | 24,000 | 24,720 |
| | Miscellaneous Electrical Upg | 1,000 | 1,000 | 2,200 | 2,266 |
| | Cabling -- Misc. District wide | 6,365 | 6,556 | 12,000 | 12,360 |
| | NW Links Membership (TAG | 6,896 | 7,103 | 7,316 | 7,535 |
| | | 57,961 | 38,659 | 45,516 | 46,881 |
| Hardware | | | | | |
| | Telephone System Maintena | 3,713 | 3,825 | 3,500 | 3,605 |
| | Cellular Communication | 1,644 | 1,694 | 3,100 | 3,193 |
| | | 5,357 | 5,519 | 6,600 | 6,798 |
| Maintenance Agreements | | | | | |
| | SIRSI Software/Support Agre | 6,200 | 6,365 | 4,660 | 4,800 |
| | Internet Bandwidth (minus E- | 7,200 | 7,200 | 7,416 | 7,638 |
| | Region I Software/Support A | 50,000 | 52,451 | 63,580 | 65,487 |
| | Cisco WANI Agreements | 2,814 | 2,814 | 0 | 0 |
| | | 66,214 | 68,830 | 75,656 | 77,926 |
| Department Operations | | | | | |
| | General Supplies (Subscripti | 2,200 | 2,251 | 2,319 | 2,388 |
| | Security/Clock/Paging/RF su | 0 | 0 | 8,000 | 8,240 |
| | CD-R's & Other Media | 800 | 845 | 1,500 | 2,000 |
| | Backup Archival Tapes | 1,500 | 1,688 | 1,300 | 1,339 |
| | | 4,500 | 4,784 | 13,119 | 13,967 |
| Software Subscriptions | | | | | |
| | Norton Utilities/AntiVirus | 3,400 | 3,497 | 700 | 721 |
| | Group Calendaring/Schedulii | 2,100 | 2,122 | 2,750 | 2,833 |
| | SSL Certificates | 0 | 0 | 700 | 721 |
| | AppleWorks/iWorks | 1,200 | 1,500 | 1,545 | 1,591 |
| | Email | 5,500 | 5,628 | 4,000 | 4,120 |
| | Inspiration/Kidspiration | 1,200 | 0 | 0 | 0 |
| | FileMaker Pro Server & Clier | 1,500 | 1,639 | 0 | 0 |
| | Web Filtering | 16,000 | 16,391 | 18,000 | 18,540 |
| | SENDIT membership | 1,400 | 1,463 | 1,200 | 1,236 |
| | Student Management Agreer | 20,000 | 12,180 | 0 | 22,000 |
| | Network operating system up | 4,900 | 15,000 | 4,000 | 4,120 |
| | | 57,200 | 59,420 | 32,895 | 55,882 |
| Staff Development | | | | | |
| | Local training classes | 18,036 | 19,134 | 16,000 | 16,480 |
| | Operations specialized trainii | 5,000 | 5,000 | 8,225 | 8,438 |
| | Intern Help (Salary) | 6,700 | 6,955 | 8,000 | 8,240 |
| | | 29,736 | 31,089 | 32,225 | 33,158 |
| | Subtotal Operational Expend | 220,968 | 208,301 | 206,011 | 234,612 |

## TECHNOLOGY PLAN

| Technology Acquisitions | | 04/05 | 05/06 | 06/07 | 07/08 |
|---|---|---|---|---|---|
| Infrastructure | | | | | |
| | WAN -- Video Network/TV & | 10,000 | 10,000 | 0 | 10,000 |
| | WAN -- Expansion/Upgrade | 44,000 | 0 | 0 | 0 |
| | LAN -- Hub/Switches New/R | 11,895 | 5,000 | 0 | 0 |
| | | 65,895 | 15,000 | 0 | 10,000 |
| Hardware | | | | | |
| | Auditorium Operations(Light | 5,000 | 5,000 | 5,000 | 5,000 |
| | RAM/CPU Upgrades | 5,000 | 5,000 | 5,000 | 5,000 |
| | TV/LCD Projection System/P | 6,000 | 35,000 | 58,800 | 5,000 |
| | Computer Workstations | 79,000 | 150,000 | 135,000 | 183,000 |
| | Network Printers | 10,680 | 5,000 | 2,500 | 5,500 |
| | Peripheral Add-ons | 5,000 | 5,000 | 1,000 | 1,030 |
| | Data Servers/upgrades | 8,900 | 0 | 47,000 | 25,000 |
| | Emerging Technologies | 10,000 | 10,000 | 10,000 | 10,000 |
| | | 129,580 | 215,000 | 264,300 | 239,530 |
| Software | | | | | |
| | Student Management Systen | 30,000 | 0 | 0 | 0 |
| | New/Curriculum Contingency | 10,300 | 7,705 | 4,886 | 5,310 |
| | | 40,300 | 7,705 | 4,886 | 5,310 |
| Staff Development | | | | | |
| | Specialized Training--New T | 9,270 | 9,768 | 9,000 | 9,270 |
| | | 9,270 | 9,768 | 9,000 | 9,270 |
| | Subtotal Technology Acquisit | 245,045 | 247,473 | 278,186 | 264,110 |
| | Subtotal Operational Expend | 220,968 | 208,301 | 206,011 | 234,612 |
| | **TOTAL TECHNOLOGY PLA** | **466,013** | **455,774** | **484,197** | **498,722** |
| | Transfer to Construction Tec | -245,000 | 0 | 0 | 0 |
| | **Final Technology Plan** | **221,013** | **455,774** | **484,197** | **498,722** |

**Microsoft Cy Pres Settlement**

| | | 2005-06 Actual | 2006-07 Projected | 2007-08 Projected | |
|---|---|---|---|---|---|
| **General Purpose/Hardware** | | | | | |
| | Wireless Equipment | 77,677.66 | 1,500.00 | 0.00 | |
| | Servers & Computers | 6,772.28 | 53,593.21 | 11,720.64 | |
| | Printers & Peripherals | 173.64 | 0.00 | 0.00 | |
| **Total Hardware** | | **84,623.58** | **55,093.21** | **11,720.64** | |
| **Software** | | | | | |
| | Student Information Sy | 46,522.96 | | | |
| | Data Warehouse | 33,556.00 | | | |
| | Inspiration Upgrade | 1,343.00 | | | |
| | NWEA Testing | | 35,025.84 | | |
| | iWork software | | 17,766.00 | | |
| | Business Education Software | | 933.90 | | |
| | Science Software | | 1,400.00 | | |
| | Dist. standard software (new CPUs) | | 6,337.73 | 4,759.00 | |
| | Digital Editing Software | | 0.00 | 3,618.00 | |
| | Read 180 | | 175.00 | 0.00 | |
| **Total Software** | | **81,421.96** | **61,638.47** | **8,377.00** | |
| **Total Cy Pres Settlement** | | **166,045.54** | **116,731.68** | **20,097.64** | |
| | | | | | **302,875** |

| Licensed Staff | 2003-04 Actual | 2004-05 Actual | 2005-06 Actual | 2006-07 Budget | Increase (Decrease) 2006-07 |
|---|---|---|---|---|---|
| Elementary (K-5) | 87.5 | 78.5 | 83.5 | 86 | 2.5 |
| Middle School (6-8) | 60 | 60 | 58 | 56 | -2 |
| Senior High (9-12) | 69.643 | 70.643 | 71.7 | 71.7 | 0 |
| Alternative Education | 14.75 | 14.75 | 8.7 | 8.7 | 0 |
| Special Education | 104.617 | 114.307 | 113.247 | 112.747 | -0.5 |
| Federal Programs/Grants * | 13.364 | 12.214 | 17.75 | 15.25 | -2.5 |
| ESL | 8.8 | 6.5 | 6.528 | 6.528 | 0 |
| Elementary Art | 2.65 | 3 | 3 | 3 | 0 |
| Elementary Music | 10 | 6 | 6.7 | 6.7 | 0 |
| Elementary Physical Education | 8 | 6 | 6.246 | 6.246 | 0 |
| Gifted and Talented | 2.5 | 2.5 | 2.5 | 2.5 | 0 |
| Administrative | 12 | 10 | 10 | 10 | 0 |
| Media Specialists | 6 | 5 | 5 | 5 | 0 |
| Counselors | 10 | 11 | 11 | 11 | 0 |
| School Nurses | 2 | 2 | 2 | 2 | 0 |
| Supervisory | 7 | 7 | 7 | 7 | 0 |
| | | | | | 0 |
| Total Licensed Staff | 418.824 | 409.414 | 412.871 | 410.371 | -2.5 |
| | | | | | |
| **Non-Licensed Staff** | | | | | |
| Administrative | 2 | 2 | 2 | 2 | 0 |
| Supervisory | 9 | 9 | 9 | 9 | 0 |
| Paraprofessionals | 172 | 156.697 | 155.2153 | 155.2153 | 0 |
| Non-Aligned/TCI | 12 | 27.75 | 27.75 | 27.75 | 0 |
| Clerical | 56.3375 | 42.4 | 48.025 | 48.025 | 0 |
| Custodial | 33 | 33 | 33 | 33 | 0 |
| | | | | | |
| Total Non-Licensed Staff | 284.3375 | 270.847 | 274.9903 | 274.9903 | 0 |

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

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 | 99-00 | 00-01 | 01-02 | 02-03 | 03-04 | 04-05 | 05-06 |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 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 |
| Middle School | 28:1 | 30:1 | 30:1 | 30:1 | 30:1 | 30:1 | 30:1 |
| Senior High | 28:1 | 30:1 | 30:1 | 30:1 | 30:1 | 30:1 | 30:1 |

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

## Average Class Size

| | | | | | | | Projected |
|---|---|---|---|---|---|---|---|
| | 00-01 | 01-02 | 02-03 | 03-04 | 04-05 | 05-06 | 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 | 20 | 21 | 21 | 23 | 22 | 22 |
| Grade 1 | 19 | 21 | 23 | 22 | 24 | 24 | 22 |
| Grade 2 | 24 | 22 | 23 | 23 | 24 | 25 | 24 |
| Grade 3 | 26 | 27 | 23 | 24 | 25 | 25 | 26 |
| Grade 4 | 28 | 27 | 25 | 24 | 25 | 26 | 24 |
| Grade 5 | 28 | 28 | 27 | 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 | 24.5 | 24.2 | 23.8 | 24.7 | 25 | 23.88 |
| District Average 6-8 | | | | 28.6 | 27 | 27 | 26.6 |

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

November 2005 Cohort Projections

| | ACTUAL ENROLLMENT | | | | | PROJECTED ENROLLMENT | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 00/01 | 01/02 | 02/03 | 03/04 | 04/05 | 05/06 | 06/07 | 07/08 | 08/09 | 09/10 | 10/11 | Nov. 04 Projecti | Variance between |
| Kindergarten | 414 | 371 | 363 | 337 | 403 | 378 | 390 | 395 | 390 | 400 | 390 | 400 | -22 |
| Grade 1 | 364 | 419 | 368 | 354 | 353 | 411 | 381 | 394 | 399 | 394 | 404 | 401 | 10 |
| Grade 2 | 407 | 356 | 405 | 361 | 357 | 360 | 411 | 381 | 393 | 398 | 393 | 344 | 16 |
| Grade 3 | 438 | 401 | 345 | 406 | 351 | 368 | 359 | 410 | 380 | 392 | 397 | 350 | 18 |
| Grade 4 | 392 | 432 | 397 | 337 | 388 | 359 | 364 | 355 | 405 | 376 | 388 | 347 | 12 |
| Grade 5 | 458 | 393 | 442 | 409 | 340 | 391 | 364 | 369 | 360 | 411 | 381 | 392 | -1 |
| Grade 6 | 437 | 433 | 396 | 438 | 418 | 353 | 396 | 369 | 374 | 365 | 417 | 332 | 21 |
| Grade 7 | 441 | 459 | 438 | 414 | 444 | 419 | 359 | 404 | 376 | 381 | 372 | 437 | -18 |
| Grade 8 | 453 | 425 | 446 | 431 | 413 | 446 | 415 | 353 | 396 | 369 | 374 | 436 | 10 |
| Grade 9 | 474 | 464 | 436 | 451 | 444 | 438 | 462 | 430 | 366 | 411 | 382 | 427 | 11 |
| Grade 10 | 482 | 460 | 471 | 433 | 487 | 446 | 447 | 472 | 439 | 373 | 419 | 448 | -2 |
| Grade 11 | 451 | 464 | 460 | 474 | 420 | 461 | 434 | 435 | 459 | 427 | 363 | 486 | -25 |
| Grade 12 | 433 | 437 | 458 | 462 | 458 | 422 | 456 | 430 | 431 | 454 | 423 | 414 | 8 |
| | | | | | | | | | | | | | |
| Grades K-4 | 2015 | 1979 | 1878 | 1795 | 1852 | 1876 | 1905 | 1935 | 1967 | 1960 | 1972 | 1842 | 34 |
| Grades K-5 | 2473 | 2372 | 2320 | 2204 | 2192 | 2267 | 2269 | 2304 | 2327 | 2371 | 2353 | 2234 | 33 |
| Grades K-6 | 2910 | 2805 | 2716 | 2642 | 2610 | 2620 | 2666 | 2673 | 2702 | 2736 | 2770 | 2566 | 54 |
| Grades 1-3 | 1209 | 1176 | 1118 | 1121 | 1061 | 1139 | 1151 | 1184 | 1172 | 1184 | 1194 | 1095 | 44 |
| Grades 4-6 | 1287 | 1258 | 1235 | 1184 | 1146 | 1103 | 1124 | 1093 | 1140 | 1152 | 1186 | 1071 | 32 |
| Grades 5-6 | 1209 | 1176 | 1118 | 1121 | 1061 | 1139 | 1151 | 1184 | 1172 | 1184 | 1194 | 1095 | 44 |
| Grades 6-8 | 1331 | 1317 | 1280 | 1283 | 1275 | 1218 | 1171 | 1126 | 1146 | 1115 | 1163 | 1205 | 13 |
| Grades 7-8 | 894 | 884 | 884 | 845 | 857 | 865 | 775 | 757 | 772 | 750 | 746 | 873 | -8 |
| Grades 7-12 | 2734 | 2709 | 2709 | 2665 | 2666 | 2632 | 2574 | 2523 | 2467 | 2416 | 2334 | 2648 | -16 |
| Grades 9-12 | 1840 | 1825 | 1825 | 1820 | 1809 | 1767 | 1800 | 1767 | 1695 | 1666 | 1588 | 1775 | -8 |
| Grades K-12 | 5644 | 5514 | 5425 | 5307 | 5276 | 5252 | 5240 | 5196 | 5168 | 5152 | 5104 | 5213 | 39 |
| | | | | | | | | | | | | | |
| Decline | | -130 | -89 | -118 | -31 | -24 | -12 | -44 | -28 | -16 | -48 | | |
| Percent | | -2.30% | -1.61% | -2.18% | -0.58% | -0.45% | -0.23% | -0.84% | -0.53% | -0.32% | -0.93% | | |

| VEHICLE INVENTORY 2006 | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ID # | Vehicle Type | Model Year | Chassis | Body | Fuel type | Capacity | Miles as of 6/3/2003 | 6/4/2004 | 6/10/2005 | 6/5/2006 | Special Equipment | Scheduled Replacement |
| 82 | SCHOOL BUS | 1986 | IHC | | GASOLINE | 35 | 154,202 | 154,349 | 154,849 | xxxxxxxx | Lift Equipped | SOLD |
| 85 | SCHOOL BUS | 1988 | IHC | CARPENTER | DIESEL | 35 | 202,257 | 202,996 | xxxxxxxx | xxxxxxxx | Lift Equipped | Transferred to Property Services for Delivery Vehicle |
| 93 | SCHOOL BUS | 1993 | IHC | THOMAS | DIESEL | 78 | 100,798 | 103,900 | 104,090 | 108,089 | | 2005 |
| 94 | SCHOOL BUS | 1993 | IHC | THOMAS | DIESEL | 78 | 114,540 | 120,082 | 120,221 | 120,327 | | 2005 |
| 142 | MINI-VAN | 1993 | DODGE | CARAVAN | GASOLINE | 7 | 140,539 | 144,773 | 148,015 | xxxxxxxx | | No longer in student transportation service |
| 96 | SCHOOL BUS | 1995 | IHC | AMTRAN | DIESEL | 77 | 105,877 | 117,318 | 129,812 | 141,213 | | 2007 |
| 87 | SCHOOL BUS | 1996 | IHC | THOMAS | DIESEL | 77 | 87,984 | 96,493 | 108,393 | 113,273 | | 2008 |
| 89 | SCHOOL BUS | 1996 | IHC | THOMAS | DIESEL | 77 | 111,626 | 125,341 | 139,796 | 141,295 | Lift Equipped | 2008 |
| 95 | SCHOOL BUS | 1996 | FORD | CARPENTER | DIESEL | 77 | 90,338 | 99,408 | 104,774 | 106,350 | | 2008 |
| 83 | SCHOOL BUS | 1998 | IHC | Blue Bird | DIESEL | 54 | 53,111 | 61,275 | 68,044 | 76,154 | Lift Equipped | 2010 |
| 84 | SCHOOL BUS | 1998 | IHC | Blue Bird | DIESEL | 54 | 51,376 | 64,531 | 76,810 | 89,139 | Lift Equipped | 2010 |
| 00-103 | MINI-VAN | 2000 | GMC | Safari (red) | GASOLINE | 7 | 43,605 | 58,784 | 72,837 | 76,317 | | 2010 |
| 00-104 | MINI-VAN | 2000 | GMC | Safari(Teal Blue) | GASOLINE | 7 | 49,922 | 69,245 | 87,544 | 102,093 | | 2010 |
| 05-105 | 4WD | 2000 | DODGE | Durango | Gasoline | 7 | | new | 64950 | 72481 | | 2011 |
| 71 | SCHOOL BUS | 2001 | GMC | Blue Bird | DIESEL | 77 | 43011 | 61683 | 79991 | 87649 | | 2013 |
| 72 | SCHOOL BUS | 2001 | GMC | Blue Bird | DIESEL | 77 | 41525 | 57630 | 73186 | 90579 | | 2013 |
| 73 | SCHOOL BUS | 2004 | IHC | Blue Bird | DIESEL | 77 | new | 4618 | 15287 | 25389 | | 2016 |
| 74 | SCHOOL BUS | 2004 | IHC | Blue Bird | DIESEL | 77 | new | 5988 | 16667 | 26872 | | 2016 |
| 05-106 | MINI-VAN | 2005 | DODGE | Caravan | GASOLINE | 7 | | new | 4128 | 19968 | | 2016 |
| 75 | SCHOOL BUS | 2006 | IHC | IHC | DIESEL | 77 | | new | 775 | 19495 | | 2018 |
| 86 | SCHOOL BUS | 2006 | IHC | IHC | DIESEL | 65 | | new | 763 | 15483 | Lift Equipped | 2018 |
| 88 | SCHOOL BUS | 2006 | IHC | IHC | DIESEL | 45 | | | new | 9518 | Lift Equipped | 2019 |

## II. FOOD SERVICE

### INTRODUCTION

For budgetary purposes the following assumptions were used when actual amounts were not available. For revenues a 2% increase was utilized, while expenditures utilized a 3.00% increase.

This fund must be established in a district that maintains a food service program for pupils. Food service includes those activities, which have as their purpose the preparation and service of milk, meals, and snacks in connection with school and community service activities.

Revenues and expenditures for Food Service activities are recorded in this fund. Eligible expenditures include application processing, meal accountability, food preparation, meal service, and kitchen custodial service.

If revenues exceed expenditures, the resultant positive fund balance may not be transferred to the General Fund. If a deficit occurs, permanent transfers should be made from the General Fund to the Food Service Fund as of the end of the fiscal year.

1 Manual for the Uniform Financial Accounting and Reporting System for Minnesota schools ppIII-2

## REVENUE RATIONALE

Basic Assumptions

The number of paid, free and reduced price lunches will remain the same as 2005-06.

Reimbursements

The per meal reimbursement from the state (lunch) will increase by .005.

The per meal reimbursement for commodities will remain neutral.

The per meal federal reimbursement (cash) for paid meals will remain neutral.

The per meal federal reimbursement (cash) for free and reduced meals will increase yearly by .03 per breakfast, .06 per lunch, and .01 for snacks.

2006-2007 Reimbursements (Tentative)

State Reimbursement:

| | |
|---|---|
| $ .105 | All Lunch |
| $ .55 | Paid Breakfast |
| $ .30 | Reduced Breakfast |

Commodities Reimbursement (Food Distribution Program):

$ .175 each meal (lunch)

Federal Reimbursement:

| | |
|---|---|
| $ .22 | Paid lunch |
| $1.98 | Reduced lunch |
| $2.38 | Free lunch |
| $ .23 | Paid breakfast |
| $1.00 | Reduced breakfast |
| $1.30 | Free breakfast |
| $ .05 | Paid Snack |
| $ .32 | Reduced Snack |
| $ .64 | Free Snack |

K-Milk Reimbursement:

| | |
|---|---|
| $ .155 | Milk - Federal |
| $ .14 | Milk - State |

## EXPENDITURE RATIONALE

Basic Assumptions

Expenses will increase by three percent per year.

**FUND BALANCE DEFINITIONS** **Line #**

**Miscellaneous Local Revenue** ..... **2**
Catered meals (lunch) to Headstart Program at Probstfield.

**Purchased Services** ..... **14**
Costs include supervision, administrative services, repairs and maintenance, printing/publications, travel/professional development, consulting fees, operation and maintenance.

**Food Costs (USDA Commodities)** ..... **15**
Based on the number of reimbursable student meals (lunch only) that were served the previous school year.

**Fund Balance Projections** ..... **24**
Use of Food Service funds to pay for capital outlay expenditures will decrease the fund balance.

Funding for capital outlay is received only from paid meal revenue (no contribution is received from free or reduced price meals). Decreases in the fund balance will result in a price increase.

**INDEPENDENT SCHOOL DISTRICT #152**
**FOOD SERVICE FUND (02)**

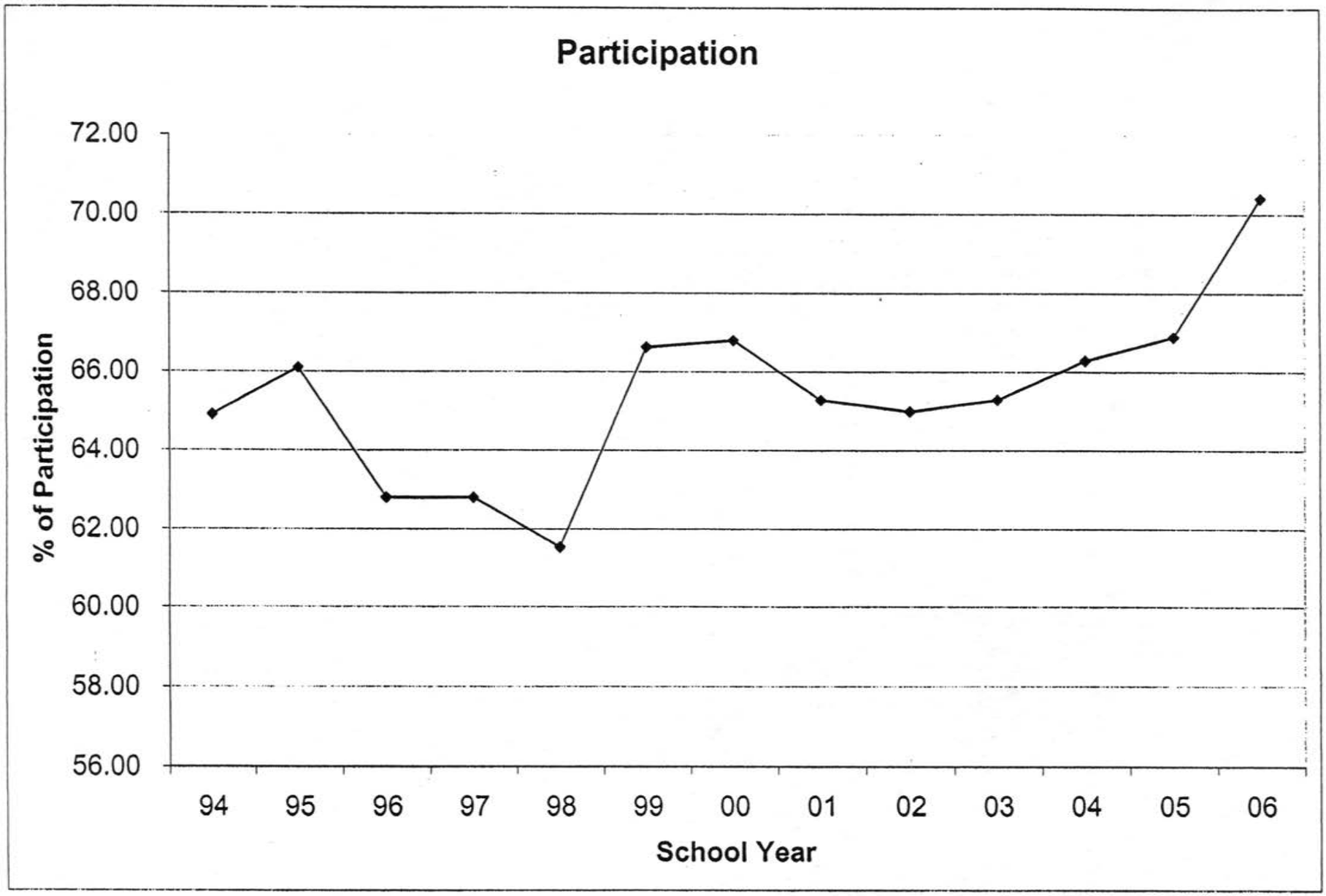
| Line # | | 2002-03 ACTUAL | 2003-04 ACTUAL | 2004-05 ACTUAL | 2005-06 PROJECTED | 2006-07 PROJECTED | 2007-08 PROJECTED |
|---|---|---|---|---|---|---|---|
| | **REVENUES:** | | | | 1.02 | 1.02 | 1.02 |
| | Other local and county sources: | | | | | | |
| 1 | Interest | 4,225 | 4,455 | 7,127 | 9,200 | 9,200 | 9,380 |
| 2 | Miscellaneous local revenues | 40,229 | 10,166 | 29,869 | 33,140 | 33,140 | 33,800 |
| 3 | Subtotal other sources | 44,454 | 14,621 | 36,996 | 42,340 | 42,340 | 43,180 |
| | State sources: | | | | | | |
| 4 | Lunch/Breakfast program aid | 61,389 | 114,795 | 110,288 | 126,688 | 129,420 | 132,010 |
| | Federal sources: | | | | | | |
| 5 | Lunch program aid | 577,757 | 614,876 | 586,834 | 641,401 | 655,164 | 668,270 |
| 6 | Food distribution program | 126,631 | 78,365 | 60,819 | 106,022 | 95,650 | 97,560 |
| 7 | Subtotal federal sources | 704,388 | 693,241 | 647,653 | 747,423 | 750,814 | 765,830 |
| 8 | Sale of food | 709,567 | 714,411 | 763,314 | 866,597 | 866,597 | 883,930 |
| 10 | TOTAL REVENUES | 1,519,798 | 1,537,068 | 1,558,251 | 1,783,048 | 1,789,171 | 1,824,950 |
| 11 | % CHANGE | 3.71% | 1.14% | 1.38% | 14.43% | 0.34% | 2.00% |
| 12 | $ CHANGE | 54,316 | 17,270 | 21,183 | 224,797 | 6,123 | 35,779 |
| | **EXPENDITURES:** | | | | 1.030 | 1.03 | 1.03 |
| | Pupil support services: | | | | | | |
| 12 | Salaries and wages | 397,481 | 427,658 | 437,543 | 414,865 | 431,329 | 444,269 |
| 13 | Employee benefits | 61,495 | 62,247 | 62,648 | 62,507 | 66,391 | 70,520 |
| 14 | Purchased services | 85,581 | 96,002 | 139,252 | 149,870 | 155,887 | 160,560 |
| 15 | Food costs-USDA commodities | 126,632 | 78,365 | 60,819 | 106,022 | 95,650 | 98,520 |
| 16 | Food costs, milk and supplies | 710,924 | 817,462 | 931,372 | 890,000 | 916,700 | 944,200 |
| 17 | Equipment/Construction | 44,791 | 20,248 | 32,080 | 10,468 | 22,000 | 22,660 |
| 18 | Other expenditures | 16,366 | 26,354 | 26,166 | 22,000 | 30,000 | 30,900 |
| 19 | TOTAL EXPENDITURES | 1,443,270 | 1,528,336 | 1,689,880 | 1,655,732 | 1,717,957 | 1,771,629 |
| 20 | % CHANGE | 2.09% | 5.89% | 10.57% | -2.02% | 3.76% | 3.12% |
| 21 | $ CHANGE | 29,528 | 85,066 | 161,544 | (34,148) | 62,225 | 53,672 |
| 22 | REV OVER EXP (EXP OVER REV) | 76,528 | 8,732 | (131,630) | 127,316 | 71,214 | 53,321 |
| 23 | BEGINNING FUND BALANCE | 360,283 | 436,811 | 445,543 | 313,913 | 441,229 | 512443 |
| 24 | ENDING FUND BALANCE | $436,811 | $445,543 | $313,913 | $441,229 | $512,443 | $565,764 |
| 25 | Fund Balance as a % of Expenditures | 30.27% | 29.15% | 18.58% | 26.65% | 29.83% | 31.93% |

ANALYSIS OF PARTICIPATION (REIMBURSABLE MEALS)

2005-06

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| SEPTEMBER | 3236 | 26.4 | 94.9 | 94.4 | 94.4 | 95.0 | 70.8 |
| OCTOBER | 3233 | 27.2 | 91.2 | 96.6 | 95.2 | 97.1 | 70.7 |
| NOVEMBER | 3227 | 28.3 | 92.1 | 95.9 | 94.9 | 96.2 | 71.1 |
| DECEMBER | 3213 | 28.4 | 92.0 | 95.9 | 94.9 | 95.4 | 71.1 |
| JANUARY | 3210 | 28.1 | 92.2 | 95.7 | 95.7 | 94.6 | 71.2 |
| FEBRUARY | 3178 | 27.9 | 91.3 | 94.7 | 95.2 | 93.5 | 70.5 |
| MARCH | 3086 | 26.8 | 89.6 | 91.3 | 91.3 | 91.6 | 68.6 |
| APRIL | 3195 | 26.9 | 92.7 | 95.4 | 95.6 | 95.6 | 71.2 |
| MAY | 3092 | 26.6 | 91.1 | 89.7 | 91.5 | 92.4 | 69.0 |
| | | | | | | | |
| TOTAL | 3182 | | | | | | 70.4 |

| Fiscal Year | % Participation |
|---|---|
| 94 | 64.90 |
| 95 | 66.10 |
| 96 | 62.80 |
| 97 | 62.80 |
| 98 | 61.54 |
| 99 | 66.62 |
| 00 | 66.79 |
| 01 | 65.27 |
| 02 | 64.98 |
| 03 | 65.28 |
| 04 | 66.28 |
| 05 | 66.88 |
| 06 | 70.40 |


Participation
72.00
70.00
68.00
66.00
64.00
62.00
60.00
58.00
56.00
% of Participation
94
95
96
97
98
99
00
01
02
03
04
05
06
School Year

## IV. COMMUNITY EDUCATION

### INTRODUCTION

The district census is 36,282. Due to growth in the district, we will be using 37,529 from the state demographer's office beginning in the 07-08 school year.

The Early Childhood census fluctuates based on data collected on new births, adoptions (as available) moves into and out of the district.

Community Education was unalloted in the following categories in 2002-03:
General Community Education
Adult Basic Education
Early Childhood Family Education
School Readiness

The formulas for General community education decreased in 04-05, as did ECFE and School Readiness. Some of the money was restored in 06-07. We also work to increase revenue from tuition, sponsorships, fees, and grants.

For the past several years, we have held the line on spending. We have reduced clerical staff and realigned our coordinators' job descriptions to address the decline in funds.

**REVENUE** **Line #**

**General Community Education** ..... 1
Levies are certified in December of each year for the forthcoming school year. Community Education funds are categorical funds, meaning they cannot be transferred from one fund to another.

General Community Education revenue is based on district population. Our previous number was 37,093. As of the 2003 fiscal year, the number is 36,282. In 07-08 it will increase to 37,529. For 06-07, the formula for maximum revenue is at $6.42 per capita—up from $6.23 in 05-06 but still lower than $6.95 prior to 2003,

The 2001 legislature approved an additional levy to provide for youth enrichment activities outside of school hours. Moorhead receives $29,801 in the general Community Education fund.

**Fees** ..... 2
Since local and state funding probably will decrease, we need to look at income from fees to help maintain present programs. An attempt has been made to increase income derived from fees by improving marketing efforts and by providing quality programs with maximum customer service. In addition, non-resident participants in subsidized programs pay higher fees and we will continue to evaluate charging higher fees to all non-residents in programs when possible. On-line registration was added in 2003-2004 and met with great success, both in terms of staff time and revenue generated.

**All Day Kindergarten** ..... 3
This program no longer functions through Community Education

**Choices** ..... 4
Disabled adult funding is based on a grant from the state and local levy authority. There has been no increase since 1990-91. Fees collected help to offset class and activity costs. A state grant, local levy, and program fees support the program.

**REVENUE (Continued)** **Line #**

**Adult Basic Education** ..... 5
The State and Federal grants are applied for annually. ABE is the only program in Community Education that receives Federal funds. In recent years we have written and received grant opportunities, as well we have sub-contracted with other groups. Enrollment in ABE continues to grow at a rapid rate.

**Interest** ..... 6
The projected decrease in our Fund Balance will result in less interest income.

**Early Childhood Family Education** ..... 7
The ECFE state grant and local levy are based on the number of children in the district age 0-4. The population high was 2323 in 1994-95. The count in November 2005 was 1,831. The per capita funding had been $120. The state has decreased per capita funding beginning in 2005 to $96. The formula has increased to $112 for the 06-07 school year.

**Kindergarten Readiness** ..... 8
Kindergarten Readiness receives funding from the Minnesota Department of Education based on the amount of dollars allocated by the state and the number of programs that apply for funds. The local funding formula is based on population and K-12 free/reduced lunch numbers. According to Greg Sogaard, Program Finance - Education Finance at the Minnesota Department of Education, "School Readiness aid entitlement numbers are ALWAYS an ESTIMATE until final payments are made to school districts." The program will be supplemented with grant dollars when possible.

**Lincoln** ..... 9
Early Childhood Family Education and Kindergarten Readiness no longer use the Lincoln site and it has been sold.

**Other** ..... 10
This category includes early childhood screening, non-public school funds and grants. We are to receive between $30-$50 from the Department of Education for each preschooler who is screened. Revenues are based on actual expenditures, as this is a reimbursable program. Non-public student count includes St. Jospeh's, Park Christian, and home-schooled students. Although grants are used to supplement our programs, they cannot be anticipated and are difficult to rely on for future funding.

**EXPENDITURES** **Line #**

**General Community Education** ..... **14**
These expenses are for the administration and support services for general community education programs. Community Education and district marketing costs programs are included. Expenses for Service Learning, older adults programs, and adult enrichment are included.

**Choices** ..... **15**
All expenses related to programs for adults with disabilities and programs that assist adults in their participation in regular community offerings are included. The expenses also include one part-time coordinator who was reduced to 10 hours per week for 2004-2005.

**Adult Basic Education** ..... **17**
All costs related to the operation of the Adult Basic Education program including licensed teachers, paraprofessionals, administration, rent and support services. This line also includes costs related to technology and rent.

**Early Childhood Family Education** ..... **18**
All costs related to the Early Childhood Family Education program including licensed teachers and paraprofessionals and rent. Administrative and support services are shared with the Kindergarten Readiness programs.

**Kindergarten Readiness** ..... **19**
All of the costs related to assisting children ages 3 1/2 to 5 to enter Kindergarten with the skills necessary for success are included. These costs include licensed teachers and paraprofessionals and rent. Administrative and support services are shared with the ECFE program.

**Lincoln** ..... **20**
This fund has provided custodial staff to maintain Lincoln along with associated expenses including heat and lights. It was eliminated in 2004-2005.

**Other** ..... **21**
Expenses related to actual costs incurred to fulfill grant and non-public school agreements. Early Childhood Screening is also included.

**INDEPENDENT SCHOOL DISTRICT #152**
**COMMUNITY EDUCATION (04)**

| LINE # | | 2002-03 ACTUAL | 2003-04 ACTUAL | 2004-05 ACTUAL | 2005-06 PROJECTED | 2006-07 PROJECTED | 2006-08 PROJECTED |
|---|---|---|---|---|---|---|---|
| | **REVENUES:** | | | | | 1.02 | 1.02 |
| 1 | Gen Com Ed | $173,404 | $369,565 | $259,438 | $255,838 | 262,838 | 268,095 |
| 2 | Fees | 164,196 | 168,876 | 195,947 | 201,273 | 207,311 | 211,457 |
| 3 | All Day Kindergarten | 0 | 0 | 0 | 0 | 0 | 0 |
| 4 | Choices | 26,000 | 15,626 | 17,874 | 26,000 | 26,000 | 26,000 |
| 5 | ABE | 398,155 | 468,996 | 431,675 | 381,375 | 343,682 | 350,556 |
| 6 | Interest | 4,950 | 2,778 | 3,540 | 3,500 | 3,500 | 3,570 |
| 7 | ECFE | 365,060 | 448,871 | 265,157 | 190,126 | 234,385 | 239,073 |
| 8 | Kindergarten Readiness | 59,315 | 77,033 | 61,179 | 47,735 | 60,880 | 62,098 |
| 9 | Lincoln | 21,000 | 21,500 | 0 | 0 | 0 | 0 |
| 10 | Other | 86,615 | 90,070 | 54,613 | 122,776 | 80,000 | 25,000 |
| 11 | TOTAL REVENUES | 1,298,695 | 1,663,315 | 1,289,421 | 1,228,623 | 1,218,596 | 1,185,848 |
| 12 | % CHANGE | -22.15% | 28.08% | -22.48% | -4.72% | -0.82% | -2.69% |
| 13 | $ CHANGE | (369,577) | 364,620 | (373,894) | (60,798) | (10,027) | (32,748) |
| | **EXPENDITURES:** | | | | | 1.03 | 1.03 |
| 14 | General Com Ed | 479,120 | 439,039 | 482,266 | 425,619 | 468,080 | 482,122 |
| 15 | Choices | 26,968 | 27,098 | 23,912 | 26,000 | 26,000 | 26,000 |
| 16 | All Day Kindergarten | 0 | 0 | 0 | 0 | 0 | 0 |
| 17 | ABE | 447,749 | 450,084 | 410,125 | 381,375 | 343,682 | 353,992 |
| 18 | ECFE | 386,578 | 408,153 | 335,954 | 210,920 | 234,485 | 241,520 |
| 19 | Kindergarten Readiness | 69,296 | 58,254 | 78,485 | 75,934 | 67,890 | 69,927 |
| 20 | Lincoln | 20,432 | 18,850 | 0 | 0 | 0 | 0 |
| 21 | Other | 122,721 | 131,749 | 164,033 | 122,776 | 80,000 | 25,000 |
| | | | | | | | 0 |
| 22 | TOTAL EXPENDITURES | 1,552,864 | 1,533,227 | 1,494,775 | 1,242,624 | 1,220,137 | 1,256,741 |
| 23 | % CHANGE | -0.59% | -1.26% | -2.51% | -16.87% | -1.81% | 3.00% |
| 24 | $ CHANGE | (9,229) | (19,637) | (38,452) | (252,151) | (22,487) | 36,604 |
| 25 | REV OVER EXP (EXP OVER I | (254,169) | 130,088 | (205,353) | (14,001) | (1,541) | (70,893) |
| 26 | BEGINNING FUND BALANCE | 484,884 | 230,715 | 360,803 | 155,450 | 141,449 | 139,908 |
| 27 | ENDING FUND BALANCE | $230,715 | $360,803 | $155,450 | $141,449 | $139,908 | $69,015 |
| 28 | As a % of Expenditures | 14.86% | 23.53% | 10.40% | 11.38% | 11.47% | 5.49% |

## VI. BUILDING CONSTRUCTION

### INTRODUCTION

With the passage of the referendum on March 12, 2002 and the sale of a $64,500,000 bond, the school district began Fund (06) in the spring of 2002.

Fund (06) is designed to track all revenues and expenditures as they relate to the construction work that was authorized with voter approval on March 12, 2002.

**The Construction fund will be closed out as of June 30, 2006.**

## REVENUE ASSUMPTIONS AND RATIONALE

1. Interest earned from the proceeds of the bond sale.
2. Sale of Bonds.
3. Head Start Grant to be used for construction costs.
4. Horizon Retention Pond Credit
5. Sports Center Ring Road.
6. Special Assessments on Land by Reinertsen.
7. Special Assessments on Land by Horizon.

## EXPENDITURE ASSUMPTIONS AND RATIONALE

Basic Assumptions

1. Each expenditure is broken down per building as provided by the district's construction manager (Kraus-Anderson). Robert Asp and the Junior High have been commingled. These numbers will fluctuate based on change orders and other unforeseen issues inherent to building projects.

| BUILDING CONSTRUCTION FUND (+ | 2001-02 | 2002-03 | 2003-04 | 2004-05 | 2005-06 | |
|---|---|---|---|---|---|---|
| **REVENUES** | ACTUAL | ACTUAL | ACTUAL | ACTUAL | Revised | |
| 1. Interest | 196,011 | 2,171,694 | 1,351,177 | 231,207 | 0 | 3,950,089 |
| 2. Sale of Bonds | 64,500,000 | 0 | 0 | 0 | | |
| 2.a Lakes and Praires | | | | 36,687 | | |
| 3. Head Start Grant for construction | | 50,000 | 0 | | | |
| 4. MS Retention Pond Credit | | 0 | 104,497 | | | |
| 5 Lockers | | 3,070 | | | | |
| 6 14th St Assessments | | 46,600 | | | | |
| 7 HS Sports Center Ring Road | | | 263,548 | | | |
| 8 Reimb for Special Assesst. On land by Reinertsen | | | 310,189 | | | |
| 9 Reimb for Special Assesst. On land by Horizon | | | 56,494 | | | |
| 10 Auction Sales | | | | 17,324 | | |
| 11 Metal Arts Rozenboom 50% | | | | 3,530 | | |
| | 64,696,011 | 2,271,364 | 2,085,905 | 288,747 | 0 | |
| **Total Revenues** | **64,696,011** | **2,271,364** | **2,085,905** | **288,747** | **0** | **69,342,027** |

| **EXPENDITURES** | 2001-02 ACTUAL | 2002-03 ACTUAL | 2003-04 ACTUAL | 2004-05 ACTUAL | 2005-06 Revised | SUMMARY |
|---|---|---|---|---|---|---|
| **District Wide Cost** | | | | | | |
| Construction Costs/retainage | | | 2,215,319 | | | |
| Direct pay | | | 0 | 47,628 | | |
| Permits/ City of Moorhead | | | 0 | | | |
| Technology/Video Switcher | | | 0 | | | |
| Moving Salaries and Exp | | | 0 | | | |
| | 0 | 0 | 2,215,319 | 47,628 | 0 | 2,262,946 |
| **Probstfield Education Center** | | | | | | |
| Architure/Engineer Fee/Professior | 19,178 | 24,977 | 48,603 | 14,448 | 25,270 | 132,476 |
| Construction Cost | 0 | 0 | 361,412 | 2,598,203 | 24,294 | 2,983,909 |
| Districts Cost/General Conditions | 1,875 | 9,003 | 251 | 100,291 | 11,211 | 122,631 |
| FF&E plus carry over | 0 | 0 | 599 | 144,725 | 0 | 145,324 |
| Technology/Security | 0 | 3,000 | 112,623 | 87,917 | 0 | 203,540 |
| Contingency | 0 | 0 | 41,406 | 0 | 0 | 41,406 |
| | 21,053 | 36,980 | 564,894 | 2,945,584 | 60,775 | 3,629,285 |
| **Asp Elem / Hopkins Elem** | | | | | | |
| Architure/Engineer Fee/Professior | 67,142 | 401,082 | 74,890 | 43,789 | | 586,904 |
| Construction Cost | 0 | 763,442 | 4,907,727 | 2,915,351 | -1,250 | 8,585,271 |
| Districts Cost/General Conditions | 17,106 | 51,888 | 182,868 | 223,320 | | 475,182 |
| FF&E plus carry over | 0 | 0 | 113,943 | 241,544 | | 355,487 |
| Technology/Security | 0 | 6,000 | 186,688 | 59,615 | | 252,303 |
| Contingency | 0 | 0 | 82,812 | 0 | | 82,812 |
| | 84,248 | 1,222,413 | 5,548,928 | 3,483,620 | -1,250 | 10,337,958 |
| **Reinertsen** | | | | | | |
| Architure/Engineer Fee/Professior | 16,847 | 424,609 | 97,777 | 2,008 | | 541,241 |
| Construction Cost | 0 | 1,134,724 | 7,848,721 | 446,670 | -2,821 | 9,427,293 |
| Districts Cost/General Conditions | 141,357 | 86,774 | 250,438 | 85,535 | | 564,104 |
| Special Assessments | 0 | 0 | 788,437 | 0 | 101,023 | 889,460 |
| FF&E plus carry over | 0 | 0 | 89,817 | 127,884 | | 217,701 |
| Technology/Security | 0 | 3,000 | 107,477 | 48,773 | | 159,250 |
| Contingency | 0 | 0 | 41406 | 0 | | 41,406 |
| | 158,204 | 1,649,106 | 9,224,073 | 710,869 | 98,202 | 11,840,454 |
| **Horizon Middle School** | | | | | | |
| Architure/Engineer Fee/Professior | 135,624 | 917,485 | 212,825 | 59,790 | | 1,325,724 |
| Construction Cost | 0 | 2,944,592 | 16,974,458 | 2,641,403 | 121,312 | 22,681,766 |
| Districts Cost/General Conditions | 165,071 | 210,630 | 746,269 | 52,123 | | 1,174,093 |
| Special Assestments | 0 | 0 | 679,799 | 0 | 193,677 | 873,476 |
| FF&E plus carry over | 0 | 0 | 178,006 | 263,472 | | 441,478 |
| Technology/Security | 0 | 3,000 | 253,503 | 183,836 | | 440,339 |
| Contingency | 0 | 0 | 41,406 | 0 | 0 | 41,406 |
| | 300,695 | 4,075,707 | 19,086,266 | 3,200,624 | 314,990 | 26,978,282 |
| **Senior High** | | | | | | |
| Architure/Engineer Fee/Professior | 70,790 | 536,431 | 146,783 | 8,977 | | 762,981 |
| Construction Costs | 91,101 | 1,241,966 | 9,115,185 | 1,677,327 | 1,935 | 12,127,514 |
| Districts Cost/General Conditions | 23,889 | 95,432 | 132,325 | 11,687 | | 263,333 |
| FF&E plus carry over | 0 | 0 | 338,697 | 160,463 | | 499,160 |
| FF&E RRALC | | | | 1,728 | | 1,728 |
| Technology/Security | 0 | 27,273 | 399,997 | 169,709 | | 596,979 |
| Contingency | 0 | 0 | 41,406 | 0 | 0 | 41,406 |
| | 185,780 | 1,901,103 | 10,174,393 | 2,029,891 | 1,935 | 14,293,101 |
| Total Expenditures | 749,980 | 8,885,308 | 46,813,873 | 12,418,215 | 474,651 | 69,342,027 |
| Retainage Payable | | | | -2,215,319 | | |
| Revenues over (under) Expenses | 63,946,031 | (6,613,944) | (44,727,968) | (12,129,467) | (474,651) | |
| Beginning Fund Balance | 0 | 63,946,031 | 57,332,086 | 12,604,118 | 474,651 | |
| Ending Fund Balance | 63,946,031 | 57,332,086 | 12,604,118 | 474,651 | 0 | |

| | Budget |
|---|---|
| Architure/Engineer Fee/Professior | 3,349,325 |
| Construction Cost | 58,068,699 |
| Districts Cost/General Conditions | 2,599,343 |
| Special Assestments | 1,762,936 |
| FF&E plus carry over | 1,660,878 |
| Technology/Security | 1,652,410 |
| Contingency | 248,436 |
| | 69,342,027 |

## VII. DEBT SERVICE FUND

### INTRODUCTION

The Debt Service fund is used to show revenues and expenditures for a school district's outstanding bonded indebtedness, whether for building construction or operating capital, and whether for initial or refunding bonds.

When a bond issue is sold, the school board must levy a direct general tax upon the property of the district for the payment of principal and interest on such bonds as due. The revenue from such tax must be separately accounted for in a Debt Service Fund (M.S. 475.61).

When an excess is accumulated in a Debt Service Fund due to interest earnings, lower than anticipated tax delinquency, or excess building funds, the levy for debt redemption may be reduced in whole or in a part as dictated by fund balances and debt retirement requirements. Where there are accumulations in the fund as the process of debt repayment nears an end, the accumulations should be used to reduce debt levies. Where there is any balance left in the Debt Service Fund after all obligations have been discharged, such balance shall be permanently transferred to the General Fund, with an equal levy reduction (M.S. 475.61).

There can be no borrowing from the Debt Service Fund. Any cash balance or investment in a Debt Service Fund is held in trust for the bondholders, and must not be used to support cash deficits in other funds (M.S. 123B.78, Subd. 4).

Due to the successful passage of a $64 million bond referendum on March 12, 2002, the debt service fund has had a substantial increase.

**REVENUES Line #**

**Local Property Tax Levy** ..... **1**
This is determined by the bond payment schedule. The District must levy 105% of the annual debt service requirement.

**Interest Income** ..... **4**
Interest rates will remain low for short term investments.

**State Sources** ..... **5-8**
Aid received for the replacement of local taxes.

**EXPENDITURES LINE #**

**Principal on bonds** ..... **10**
As required by bond payment schedule.

**Interest on bonds** ..... **11**
As required by bond payment schedule.

**INDEPENDENT SCHOOL DISTRICT #152**
**DEBT SERVICE FUND (Fund 07)**

| LINE # | | 2002-03 ACTUAL | 2003-04 ACTUAL | 2004-05 ACTUAL | 2005-06 PROJ | 2006-07 PROJ | 2007-2008 PROJ |
|---|---|---|---|---|---|---|---|
| | **REVENUES:** | | | | | | |
| 1 | Local property tax levy | 492,029 | 2,943,718 | 3,207,204 | 3,512,195 | 4,192,261 | 5,208,816 |
| | Other local sources: | | | | | | |
| 3 | Proceeds of refunding bonds | | | | | | |
| 4 | Interest income | 142 | 0 | 0 | 0 | 0 | 0 |
| 4.1 | Sale of Townsite | | | | | | |
| 4.2 | Interest from Bonds | | | | | | |
| | State sources: | | | | | | |
| 5 | HACA (Homestead credit) | 0 | 465,308 | 484,446 | 489,421 | 511,351 | included in levy |
| 6 | Border city aid | 50,371 | 494,124 | 517,228 | 518,000 | 525,454 | included in levy |
| 7 | Other appropriations | 0 | 4,242 | 36,958 | 0 | 0 | included in levy |
| 8 | State aid / Equalization Aid | | 2,558,196 | 2,242,307 | 1,837,145 | 1,109,504 | 1,109,504 |
| | | 50,371 | 3,521,870 | 3,280,939 | 2,844,566 | 2,146,309 | 1,109,504 |
| 9 | Total revenues | 542,542 | 6,465,588 | 6,488,143 | 6,356,761 | 6,338,570 | 6,318,320 |
| | **EXPENDITURES:** | | | | | | |
| 10 | Principal on bonds | 345,000 | 1,060,000 | 2,725,000 | 2,840,000 | 2,965,000 | 3,095,000 |
| 11 | Interest on bonds | 3,124,660 | 3,366,511 | 3,326,058 | 3,214,058 | 3,071,734 | 2,943,625 |
| 12 | Other debt service | 0 | 0 | 115,504 | 30,000 | 1,000 | 1,000 |
| 13 | Total expenditures | 3,469,660 | 4,426,511 | 6,166,562 | 6,084,058 | 6,037,734 | 6,039,625 |
| 14 | Revenues over (under) expen | (2,927,118) | 2,039,077 | 321,582 | 272,703 | 300,836 | 278,695 |
| 15 | Other Financing Sources | | | | | | |
| 16 | Sale of refunding bonds | | | 42,080,000 | | | |
| 17 | Bond Premium | | | 210,155 | | | |
| 18 | Total other financing sources | | | 42,290,155 | | | |
| 19 | BEGINNING FUND BALANCE | 206,149 | (2,720,969) | (681,892) | 41,929,844 | 42,202,548 | 42,503,384 |
| 20 | ENDING FUND BALANCE | ($2,720,969) | ($681,892) | $41,929,844 | $42,202,548 | $42,503,384 | $42,782,079 |