



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

Copyright Notice:

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

S-M9-BOS
26 Feb 2007

INDEPENDENT SCHOOL DISTRICT #152

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

February 26, 2007

7:00 p.m.

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

ATTENDANCE:

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

A G E N D A

1. CALL TO ORDER

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

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

*** **We Are Proud** of Hannah Pearson, fourth-grade student at S.G Reinertsen Elementary School, for leading a school-wide coin drive to collect money to assist the Moorhead family who recently lost their home to a fire. During Kindness Week, February 12-16, \$1,811.83 was collected for this drive.

SCHOOL BOARD AGENDA - February 26, 2007

PAGE 2

- 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 School 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 School 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, School 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
- B. BUSINESS SERVICE MATTERS - Weston
- C. HUMAN RESOURCE MATTERS - Nielsen
 - (1) Approval of Other Leave - Page 8
 - (2) Approval of Parental Leave - Page 9
 - (3) Approval of Return from Leave of Absence - Page 10
 - (4) Approval of Resignations - Page 11
 - (5) Approval of Early Retirements - Pages 12-13
 - (6) Approval of New Employees - Page 14
- D. SUPERINTENDENT MATTERS - Nybladh

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

Moved by _____ Seconded by _____
Comments _____

- 3. MOORHEAD HIGH SCHOOL COURSE PROPOSAL: Kovash
Pages 15-20

SCHOOL BOARD AGENDA - February 26, 2007

PAGE 3

Suggested Resolution: Move to approve the addition of the Peer Tutoring Course at Moorhead High School to begin the 2007-2008 school year.

Moved by _____ Seconded by _____

Comments _____

4. **RESOLUTION DIRECTING ADMINISTRATION TO MAKE RECOMMENDATIONS FOR REDUCTIONS IN PROGRAMS AND POSITIONS AND REASONS**

THEREFORE: Nielsen

Pages 21-22

Suggested Resolution: Move to direct administration to recommend reductions in programs and positions as needed to reduce expenditures as a result of declining enrollment and financial limitations.

Moved by _____ Seconded by _____

Comments _____

5. **MOORHEAD SCHOOL DISTRICT INDIAN EDUCATION PROGRAM**

RESOLUTION AND RECOMMENDATIONS: Kovash

Pages 23-39

Suggested Resolution: Move to receive the recommendations of the Moorhead School District Indian Education Committee and direct administration to file the report with the Minnesota Department of Education.

Moved by _____ Seconded by _____

Comments _____

6. **SCHOOL BOARD RECOGNITION WEEK:** Kovash

Page 40

7. **COMMITTEE REPORTS**

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

SCHOOL BOARD AGENDA - February 26, 2007
PAGE 4

9. **ADJOURNMENT**

SCHOOL BOARD AGENDA - February 26, 2007**PAGE 5****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Kindergarten Conf (day)/No Kindergarten	February 27		
K-12 P/T Confs	February 27	5-8:30 pm	
Kind P/T Conf (day)/No Kind	February 28		
Activities Council	February 27	7 am	MHS Conf Rm
Technology Committee	February 27	3:45 pm	PCE
Early Childhood Screening	February 27-28		PCE
Clay County Joint Powers Com	March 1	7 am	City Hall
K-12 No School	March 1		
K-5 Parent /Teacher Confs	March 1	8-11 am, 12-4 pm	
Early Childhood Screening	March 1-2		PCE
Teacher Comp Day/No School	March 2		
MHS PTAC	March 5	7 pm	Conf Rm
Robert Asp School PTAC	March 5	6:30 pm	Media Center
S.G. Reinertsen School PTAC	March 5	7 pm	Media Center
Continuing Education Com	March 6	3:30 pm	PCE
Ellen Hopkins School PTAC	March 6	6:30-8 pm	Media Center
K-12 Professional Development (Before and After School)	March 7		
HMS End of Second Trimester	March 7		
Indian Education Parent Com	March 7	5 pm	PCE
Instr and Curr Adv Com	March 8	7 am	PCE
Supt's Advisory Council	March 8	7 pm	PCE
Horizon Middle School PTAC	March 8	7 pm	Media Center
Early Childhood Advisory Com	March 8	7 pm	PCE
School Board	March 12	7 pm	PCE
TEAELS Testing Window	March 12-16		
Township Election Day (No schl activities may be scheduled from 6-8 pm)	March 13		
Health/Safety/Wellness Com	March 15	9:30 am	PCE

SCHOOL BOARD AGENDA - February 26, 2007**PAGE 6****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Grds 6-8 Orchestra Concert with Mark Wood	March 15	7 pm	Fgo Civic Center
Destination ImagiNation Regional Tournament	March 17	All Day	HMS
Staff Development Committee	March 19	3:30 pm	PCE
Policy Review Committee	March 19	7 pm	PCE
Community Educ Adv Council	March 20	7 pm	PCE
K-12 Professional Development (Before or After School)	March 21		
Interagency Early Interv Com	March 21	12 pm	FSC
Parent/Child Literacy Night	March 22	6-7:30 pm	PCE
Student Assistance Adv Com	March 26	3-4 pm	PCE
School Board	March 26	7 pm	PCE
MHS Orchestra & Band Concerts	March 26	6:30 & 8 pm	Auditorium
End of Third Quarter (MHS)	March 27		
Technology Committee	March 27	3:45 pm	PCE
Hopkins Family Fun Night	March 30	5:30-8:30 pm	EHS



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.087

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: February 20, 2007
RE: Donation

Moorhead Area Public Schools has received \$675 from the Donald Weesner Foundation to provide bus transportation for all fifth graders at Reinertsen Elementary to attend the Prairie Wetlands Learning Center in Fergus Falls for an all-day field trip. Students will be participating in the Pondering Potholes and the Birds of the Prairie Pothole Region programs.

SUGGESTED RESOLUTION: Move to accept the donation of \$675 from the Donald Weesner Foundation and direct administration to send a thank you card to:

Friends of the Prairie Wetlands Learning Center
Yellow Bus Fund
502 State Highway 210 East
Fergus Falls, MN 56537

LAK/kmr



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.078

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nybladh, Director of Human Resources
DATE: February 20, 2007
RE: Leave of Absence

The administration requests approval of Other Leave for the following person:


Tracy Boehm Teacher, Ellen Hopkins Elementary, effective for the 2007-2008 school year.

SUGGESTED RESOLUTION: Move to approve the Leave of Absence according to Article 43 of the Teachers' Master Agreement for the 2007-2008 school year.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.079

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron , Director of Human Resources
DATE: February 20, 2007
RE: Parental Leave

The administration requests Parental Leave for the following person:

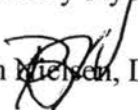
Angela Jelinek Science Teacher, High School, effective approximately May 15th, 2007
for the remainder of the 2006-2007 school year.

SUGGESTED RESOLUTION: Move to approve the Parental Leave for Angela Jelinek pursuant to Article 39 of the Teachers' Master Agreement.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.076

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron , Director of Human Resources
DATE: February 20, 2007
RE: Returning from Leave of Absence

The administration requests approval of staff returning from Leave of Absences:

Linn Webb Elementary Teacher, effective for the 2007-2008 school year.

Kevin Anderson Occupational Therapist, effective for the 2007-2008 school year.


SUGGESTED RESOLUTION: Move to approve the return from Leave of Absence for Linn Webb, and Kevin Anderson as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.077**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron , Director of Human Resources

DATE: February 20, 2007

RE: Resignations

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

Rochelle Walswick	Teacher on Leave of Absence, effective at the end of the 2006-2007 school year.
Kirsten Kopacek	Teacher on Leave of Absence, effective at the end of the 2006-2007 school year.
Mark Jenson	Teacher on Leave of Absence, effective at the end of the 2006-2007 school year.
Marn Odden	Paraprofessional, Partners in Learning, effective February 21, 2007.


SUGGESTED RESOLUTION: Move to approve the resignation of Rochelle Walswick, Kirsten Kopacek, Mark Jenson and Marn Odden as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.075

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron , Director of Human Resources

DATE: February 20, 2007

RE: Early Retirement

The administration requests approval of retirement for the following people:

Lynn Halmrast	School Psychologist, District wide, effective at the end of the 2006-2007 school year.
Kathleen Andrews	English as Second Language Teachers, Horizon Middle School, effective at the end of the 2006-2007 school year.
Helen Friend	Speech Language Pathologist, District wide, effective at the end of the 2006-2007 school year.
Barbara Mulder	Teacher on Extended Leave, effective at the end of the 2006-2007 school year.
Sandy Kortan	Instructional Coach, District wide, effective at the end of the 2006-2007 school year.
Joanne Molstre	Learner Support Teacher, Outreach, effective August 17, 2007.
Audrey Ochocki	Physical/Health Disabilities Teacher, Moorhead High School and Horizon Middle School, effective at the end of the 2006-2007 school year.
Debera Frey	Vision Impaired Teacher, District wide, effective at the end of the 2006-2007 school year.


SUGGESTED RESOLUTION: Move to accept the Early Retirement of Lynn Halmrast, Kathleen Andrews, Helen Friend, Barbara Mulder, Sandy Kortan, Joanne Molstre, Audrey Ochocki and Debera Frey as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.074

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron  Director of Human Resources

DATE: February 20, 2007

RE: New Employees

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.

Amy Stockinger Food & Nutrition Server, Horizon Middle School, 2.75 hours per day, \$8.22 per hour, effective February 21, 2007. (Replaces Julie Hestera)

Travis Henry Web Programmer, Probstfield Center for Education. B32 (0-3) \$18.26 per hour, 8 hours per day, effective February 20, 2007. (Replaces Jake Welch)

SUGGESTED RESOLUTION: Move to approve the employment of Amy Stockinger and Travis Henry as presented.



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.086

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: February 20, 2007
RE: Peer Tutoring Course Proposal

Attached is a proposal from the Moorhead High School Counseling Department for a Peer Tutoring course. The proposal has been reviewed by the Instruction and Curriculum Advisory Committee.

The proposal course would begin the 2007-2008 school year. As an elective course, there is a required minimum of 20 students registered for the class in order for it to be held.

SUGGESTED RESOLUTION: Move to approve the addition of the Peer Tutoring Course at Moorhead High School to begin in the 2007-2008 school year.

LAK/kmr
Attachment

Program or Curriculum Proposal Form

Moorhead Area Public Schools

Moorhead, Minnesota

2006-2007 School Year

Proposed to begin 2007-2008 School Year

Date to Superintendent:

Recommendation to Superintendent:

Complete a description program proposal. Information in support of proposal should be as comprehensive as possible.

I. Best Description of Proposal:

The Moorhead High School Counseling Department is proposing a Peer Tutoring course that would utilize the skills of Moorhead High students to better the educational environment of Moorhead High School.

II. Review of Supporting Literature:

William Glasser's Principles of Learning states that "We learn 10% of what we read, 20% of what we hear, 30% of what we see, 50% of what we hear and see, 70% of what we discuss with others, 80% of what we experience personally, and 95% of what we teach to someone else." Students in the Peer Tutor class would have a very rich learning experience.

III. Rationale and Need:

The Counseling staff regularly receives requests for tutors from parents, teachers and students. Often, we must suggest to parents that they contact the local colleges about tutors. This usually involves parents paying the tutor a per hour fee. In the last year, Moorhead High School has developed an after-school tutoring program one day per week. This program has begun to gain in popularity, but has not yet reached a level of success that we think it can be. Tutoring sessions are done on Thursday's at 3:30pm in the Counseling Conference Room. The problem with offering only an after-school program is that students who need to catch a bus, have a job or are involved in activities cannot access tutoring services. We want to provide every means possible to assure success for all students.

IV. Objectives of Proposal:

- A. Summary of Objectives: We would make use of the Counseling Conference room and/or open classrooms during the 45 minute class period.
- B. Specific Objectives:
 - 1. Offer tutoring opportunities for any and all students needing academic assistance during each period of the school day and both before and after school.

V. Procedures for Program Development and Coordination:

List the steps used in planning the proposal.

- A. Budget for program development: The only funding that we need in the research and planning phase would be the expense of possible materials to be used for training tutors and staff.
- B. Study Group participation: The Counseling Staff, and Maribeth Plankers, who works with the Teens Nurturing Teens after-school tutoring program.
- C. Resource People for Planning Steps: Counseling Department, Administration

VI. Implementation:

- A. Budget for Implementation:
- B. Additional Staff Needs: The Counseling Department Members are willing to take on this endeavor.
- C. Inservice training necessary to implement program: Currently, Anne Larson and Maribeth Plankers train tutors for the TNT program at MHS. We would use them as resources for training.
- D. Equipment and materials: In doing research, there are a variety of materials that could be reviewed for possible use, which include, videos, books, brochures and seminars.
- E. Curriculum resource materials: There will be a need for materials upon choosing the curriculum that will best teach this skill to the students.
- F. Space requirements: The Counseling Conference Room or an empty classroom during period 1 could be used.
- G. Scheduling requirements: The scheduling will combine both a skinny and block. Students will be expected to meet in a 45 minute skinny every day for the first 2 weeks for training. Upon completion of training, students will meet as a group one day/week (Friday). Students will be expected to tutor students 4 times/week in order to earn credit.

VII. Evaluation:

A. Methods of Evaluating program:

1. Questionnaires/Surveys/Grades: We will collect survey information from both the tutors and tutees regarding if tutees felt tutoring was beneficial. Check Powerschool for Grades to see increase.
2. Plans for regular feedback: We will create opportunities for course evaluations from staff, students, and parents.

VIII. Learner Outcomes:

These learners will have the opportunity to provide a valuable service to the students of Moorhead High School by providing the components of the Developmental Model. These components include, academic, social, personal needs of both the tutor and the tutee.

IX. Course Descriptions:

Peer Tutoring: Do you like to help others? Then join the MHS Peer Tutoring program. This program is designed to help students share their knowledge with fellow students and at the same time, learn valuable life lessons by tutoring their peers. This ½ credit course requires classroom work and tutoring sessions within the school day and before or after school. Students must have a minimum cumulative GPA of 3.0 in order to participate in this course.

Peer Tutoring
Grades 11-12
.5 Credit
Skinny (Semester)

Peer Tutoring Units

Unit I. Definition of Tutoring

Lessons:

1. Statistic of tutoring.
2. Reciprocal Effect
3. Big Brother/Big Sister program
4. Role models
5. Self Identification

Unit II. Tutor/Tutee

Lessons:

1. Self Esteem
2. Establishing a relationship
3. Roles and Responsibilities
4. Self identification
- 5.

Unit III. Confidentiality

Lessons:

1. Legal aspects
2. Mentor's Responsibility

Unit IV: Roles and Responsibilities

Lessons

1. Tutor
2. Tutee
3. Advisor
4. Team effect

Unit V: Learning Styles

Lessons

1. Learning style identification
2. Types of learning styles
3. Interpreting others learning styles
4. Intervention with variety of learning styles
5. Expectations of learning styles

Unit VI: Learning Disabilities

Lessons:

1. Disability awareness
2. Expectations in reading
3. Expectations in math
4. Expectations in writing

Unit VII: Reading

Lessons:

1. Strategies
2. Reading materials
3. Auditory output

Unit VIII: Math

Lessons:

1. Strategies
2. Visuals/Verbal tools
3. Process/procedures

Unit IX: Writing

Lessons:

1. Strategies
2. Models/examples
3. Purpose

Unit X: Journaling

Lessons:

1. Self expression
2. Documentation
3. Learning tool

Unit XI: Reflection

Lessons:

1. Personal Self
2. Real Life Application
3. Power of Time



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.073

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: February 6, 2007

RE: Resolution Directing Administration to Make Recommendations for
Reductions in Programs and Positions and Reasons Therefore.

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

SUGGESTED RESOLUTION: Move to direct the administration to recommend reductions in programs and positions as needed to reduce expenditure as a result of declining enrollment and financial limitations.

RN/smw
Attachment

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING THE ADMINISTRATION
TO MAKE RECOMMENDATIONS FOR REDUCTIONS
IN PROGRAMS AND POSITIONS AND REASONS
THEREFORE.

* WHEREAS, the financial condition of the school district dictates that the school board must reduce expenditures immediately, and

** WHEREAS, there has been a reduction in student enrollment, and,

WHEREAS, this (reduction in expenditure*) and (decrease in student enrollment**) must include discontinuance of positions and discontinuance or curtailment of programs, and

WHEREAS, a determination must be made as to which teachers' contracts must be terminated and not renewed and which teachers may be placed on unrequested leave of absence without pay or fringe benefits in effecting discontinuance of positions,

BE IT RESOLVED, by the School Board of Independent School District No. 152, as follows:

That the School Board hereby directs the Superintendent of Schools and administration to consider the discontinuance of programs or positions (to effectuate economies in the school district and reduce expenditures*) and, (as a result of a reduction in enrollment**), make recommendations to the school board for the discontinuance of programs, curtailment of programs, discontinuance of positions or curtailment of positions.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

NOTE:

* To be used where decrease in expenditure is reason.

** To be used where decrease in enrollment is reason.



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.083

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: Moorhead School District Indian Education Program
RE: February 20, 2007

Attached is the report of the Moorhead School Indian Education Committee. The resolution is a requirement of the American Indian Act of 1988. The recommendations of the committee and the transmittal as required by the state of Minnesota are attached.

The Instruction and Curriculum Advisory Committee and the Human Rights Committee have reviewed the recommendations of the committee. Administration will review the report and work with the committee to continue to implement the plan for action regarding the resolution. Lynne Kovash will review the recommendations with the board.

SUGGESTED RESOLUTION: Move to receive the recommendations of the Moorhead School District Indian Education committee and direct administration to file the report with the MN Department of Education.

LAK/kmr
Attachment



Moorhead School District Indian Education Program

Sarah King, Program Manager
Donna Norquay, Home School Liaison
Faye Smiley-Aakre, Resource Teacher
Mary Jeanotte, Indian Education Committee Chairperson

2410 14th Street So.
Moorhead, MN 56560
(218) 284-3465



January 4, 2007

American Indian Education Resolution 06-07

Working Document since August 2000

History and Process Information

American Indian students differ from those of other children in the country. Their cultural history and the laws surrounding American Indians has created a unique educational situation. Since 1924, Minnesota has assumed the responsibility for educating American Indian children residing in the state, on or off the American Indian reservations. Currently the drop out rate for American Indian students is the highest in the state (Approximately 60%). This holds true for the nation as well. Both the federal and state legislatures recognize that a more adequate education is needed for American Indian people. Federal and state laws mandate that American Indian children must receive education that acknowledges the heritage and culture of the American Indian people. The passing of the American Indian Education Act of 1988 requires that the state of Minnesota provide for the unique educational and culturally related academic needs of American Indian people. It also recognizes the need for more American Indian teachers in the state. Due to these educational mandates, some special programs and funding are provided by both the federal and state governments. These programs include:

Federal programs:

Title VII- This is a grant program funded under the Indian Education Act. This grant provides financial assistance to local education agencies to meet the unique educational and culturally related academic needs of American Indian children. Schools that have identified ten or more American Indian students are mandated by the Indian Education Act to have a parent advisory committee (LIEC). Grants are based on enrollment figures and \$ amount per student. This grant is administered by the Office of Indian Education within the Office of Elementary and Secondary Education in the U.S. Department of Education. In Moorhead, this grant currently covers a portion of the American Indian Home School Liaison's salary, a portion of the American Indian Resource Teacher's salary, and American Indian program supplies, and a tutor for the Moorhead Senior High and Red River Area Learning center. Moorhead has received this funding for all but one of the last 20 years. We have been funded for the current year based on enrollment figures of 204 students for a total amount of \$44,386.

Impact Aid- Federal program designed to assist states and local communities impacted by federal activities such as a military base, HUD housing, or a reservation. In these districts the federal presence reduces the local property tax base that ordinarily serves as a major source of school funding. Impact Aid is intended to help with this lost revenue. Moorhead does not qualify for these funds.

Johnson-O' Malley- The JOM Act was passed in 1934 and amended various times, but its main objective remains the same: To ensure that American Indian children receive the educational opportunities that would not otherwise be provided. JOM is a supplementary program. JOM also needs a parent committee (LIEC). JOM and Title VII committees may meet together. Contract holders for this grant are area reservations. Moorhead receives JOM funding through the White Earth Indian Reservation. Moorhead uses these funds for part of the American Indian Home School Liaison's salary and American Indian program supplies and activities, and a tutor for the Moorhead Senior High and Red River Area Learning center. Funding for the current year is \$11,000.

Indian Home School Liaison Program- is a state funded program for school districts that have identified themselves as having 10 or more American Indian students. Indian Home School Liaisons work specifically with American Indian youth in Special Education or those students who are "at risk". Approximately 40% of the Indian Home School Liaison position is funded through the **Special Education Program** within the Minnesota Department of Education. The other portion of the salary is picked up by the local district or by the Title VII grants. In Moorhead, the Indian Home School Liaison's salary is proportionally funded by Special Education in relation to the number of American Indian students served in Special Education.

Title I- Moorhead receives Title I funding which is determined by the number of students receiving free and reduced lunch. Eligibility for Title I services is depended upon educational need. A portion of American Indian students are served through these funds in programs like Reading Recovery and reading/writing/math support.

State Programs:

Success for the Future Grants- This is a competitive grant that combined and increased the funds of two previous grants, the American Indian Language and Culture Education Grant and the Post-Secondary Preparation Grant. The funding limit for each school district is \$75,000. This is a five-year grant, depending on funding approval by the legislation each biennium. This grant is administered through the Office of Indian Education within the Minnesota Department of Children, Families and Learning. Moorhead applied in May of 2001 and appealed in November of 2001 but did not receive funding. The next grant cycle will be in the fall of 2007, and we plan to apply again at that time.

Support for American Indian Education- Funding for American Indian education programs for 6 school districts that have high concentrations of American Indian students.

American Indian Scholarships- Scholarships for full- and part-time American Indian college students in undergraduate and graduate education.

Indian Teacher Preparation Grants- Grants to be made jointly to a school district and a post-secondary institution to assist American Indian people in becoming teachers.

Indian Adult Basic Education Program- This is a program that provides American Indian adults with basic education instruction in order to meet GED requirements.

This Resolution comes about through the requirements of the American Indian Education Act of 1988. Minnesota Statute, 124D.78 Subdivision 1 (Previously known as Section 126.51) requires that school districts which enroll ten or more American Indian students establish or identify a **PARENT COMMITTEE** to afford parents the necessary information and the opportunity effectively to express their views concerning all aspects of American Indian Education and the educational needs of the American Indian children enrolled in the school or program, and to address the need for adult education programs for American Indian people in the community. The parent committee must review programs offered and develop its recommendations in consultation with the curriculum advisory committee, and review policies and procedures in the district and submit to the local school board a **RESOLUTION** reflective of parent and community views of program offerings, with applicable recommendations. In cases of non-concurrence, the school board is required to respond to the recommendations forwarded by the parent Committee. The school boards of the above districts receiving such a resolution are required to submit a copy to the Minnesota Department of Education.

Moorhead Public Schools

American Indian Education Resolution 06-07

Working Document since August 2000

1. Staff Development/Curriculum Integration

A comprehensive and ongoing staff development plan (including all support staff) which addresses the unique educational needs of American Indian students must be effected annually. The District Staff Development Committee needs to support the plan. The District will provide staff development opportunities to assist teachers in integrating state adopted Indian Education curriculum, and other instructional materials required for the effective teaching of American Indian students. Communication between the Staff Development Committee Chairperson and the Indian Education Committee needs to be ongoing.

Accomplishments:

- The District Staff Development Committee continues to support staff development on Indian Education topics with various projects and programs for all staff not just teachers: *American Indian Research/Interventions*; *SEED (Seeking Educational Equity and Diversity)*; *DIBELS (Dynamic Indicators of Basic Early Literacy Skills) Curriculum Based Measurements*; *Scott Foresman Reading Curriculum & Early Reading Intervention*; *Phonemic Awareness programs*; *"Strengthening the Circle" Staff Development series*; *"Building Unity in the Community/Martin Luther King Day" staff development workshops*; *extranet and e-mail staff development information delivery*. Communication between the Director of Staff Development and the Indian Education program has been ongoing and supportive.
- The State adopted American Indian History, Culture and Language Curriculum (Renamed: American Indian Learner Outcomes) is available in each building's Media Center and partially available on the Minnesota Department of Education web site; increasing accessibility for teachers. Past American Indian Needs Assessments had shown that most teachers were unaware that this curriculum was available, or if they were aware, were not using it for various reasons. Also, many staff did not understand the reasons behind the existence of American Indian Programs. (A requirement stemming from American Indians belonging to Sovereign Nations within the United States; and the governmental laws/treaties between them concerning education of American Indian youth.) The curriculum, topics related to Indian Educational history and present issues, have been presented to numerous staff groups and American Indian parent groups. These presentations will continue.
- The DIBELS (Dynamic Indicators of Basic Early Literacy Skills) Curriculum Based Measurement to assess and monitor student progress in Reading has been proven by research to be effective for assessing and monitoring American Indian students and has become an effective tool for all students in the district. The measurement is currently being given three times a year for all kindergarten students and at risk first-fifth grade students. An increasing amount of staff at each elementary are being trained in using (DIBELS) and in applying teaching methods/interventions based on results.
- Implementation of the Scott Foresman Reading and Early Reading Intervention Curriculums and continued use of the Reading Recovery program in first grade has been positively impacting not only American Indian struggling readers but other struggling

students as well. These programs have been shown through the research with MSUM to be effective programs/interventions for American Indian students.

- Targeted Services/EXCEL implemented assessments and intervention curriculums for grades 2-12 to increase student success.
- The MSUM/American Indian Research project's 6 part Staff Development series "Strengthening the Circle", developed and implemented in Moorhead; to increase awareness among teachers of American Indian educational and cultural needs and give them effective educational tools to address these needs; is being published by the State of Minnesota for dissemination to other Minnesota districts. Trainers are being trained and the series is currently being presented in several other MN districts.
- The Moorhead School District Human Rights Committee continues to meet quarterly to evaluate issues/action plans and progress as it relates to diversity issues including those for American Indian students.
- Indian Education n continues to have representation on the District Instruction and Curriculum Assessment Committee (ICAC), the Core Curriculum Committee, and the Human Rights Committee. These representatives report back to the Indian Education Parent Committee.

Progress:

- An informational brochure for the Moorhead Indian Education Department was developed for distribution to staff/parents/community. These are currently being revised and plans are being made for wider distribution.
- New buildings and classroom configurations have provided better opportunities for intervention, alternative teaching strategies, and application of best practices in teaching American Indian students.
- Some additional materials (books and a video series) have been purchased for Indian Education staff development in the district.

Ongoing Emphasis:

- Plans are to repeat the MSUM/American Indian Research project's 6 part Staff Development series "Strengthening the Circle" to new groups of staff.
- An Indian Education web page is being planned for development to be included on the Moorhead Area Public Schools web site. The page would offer parents/community basic information about the program and staff easier access to American Indian curricular information and materials.
- The new Social Studies curriculum is being integrated and gaps in Indian Education material needs will need to be evaluated and filled with necessary curricular material.
- The Powerschool program is not always helpful in gathering the kind of information needed for reporting purposes. The District Technology Department has acknowledged the need to meet and discuss needs/changes. Reduced information required at the federal level has lessened this collection burden.

Challenges:

- Acquisition of more books/materials/videos/software and materials related to American Indian curriculum are needed for use by staff.

- Additional Interventions for students struggling in 2nd grade-12th grade need to be explored and implemented.

Recommendations for Concurrence:

- Funding sources need to be explored to be able to purchase necessary American Indian curriculum and other books/materials/videos/software for all levels of education, Early Childhood through High School and Adult Education.

2. Special Education/Alternative Programs

The Assistant Superintendent of Teaching and Learning, the Learner Support Director, the Red River Area Learning Center Director, the Indian Education Program Manager, Special Education Teachers, and Principals will review the process of prereferral, subsequent interventions and referral of American Indian students to Special Education and Alternative Education Programs on a yearly basis. An American Indian cultural representative needs to attend initial and successive IEP meetings.

Accomplishments:

- During 2006, the Indian Education Department, through an \$8,000 grant from the State Department of Special Education, held several sessions for American Indian parents on culturally relevant educational needs, parent/school partnerships, school options, students at risk educationally, and the Special Education referral process.
- New and remodeled buildings and classroom configurations have provided better opportunities for prereferral strategies and alternative teaching strategies.

Progress:

- Due to staff development training on "Reducing Bias in Special Education Assessment for American Indian and African American students", Child Study Facilitators have been able to guide teams through more careful consideration of exclusionary factors in child study meetings involving American Indian students. Staff development continues in this area.
- A tutor for American Indian students in the Junior High for a portion of the 05-06 school year, and for Moorhead High School and Red River Alternative Learning Center this year, was hired through the Indian Education Program.

Ongoing Emphasis:

- Staff training in "Reducing Bias in Special Education Assessment for American Indian and African American Students" and similar presentations on the needs of American Indian students for all staff have resulted in staff placing more emphasis on implementing prereferral strategies before assessment and placement in Special Education. Schools now have Student Assistance Teams to work together on appropriate interventions for students struggling in class.
- Through continued staff development on Indian Education issues more Teachers are seeing the need for and are contacting the Indian Education staff for cultural information and family connections as an intervention activity. More parents/staff have begun requesting that a Cultural Representative be present at meetings. And they have participated on Student Assistance Teams.

being informed of options.

- Expanded and relevant Parent Involvement activities are being explored, evaluated, and implemented for all students, but especially for parents of American Indian students, Title I students and Special Education students.

Challenges:

- The Indian Education Department was regularly receiving notice of Special Education meetings so that American Indian Cultural Representatives could attend initial assessment and other IEP meetings for American Indian students. After the move into new buildings this process was disrupted due to changes in how the information is distributed to staff. The process needs to be evaluated.
- Although the percentage of American Indian students have been reduced in Special Education, the percentage of American Indian students as a subgroup is still greater than the percentage of all Moorhead students in Special Education.
- American Indians make up 3% of Moorhead's public school students, but 26% of the Red River Alternative Learning Center students. This includes students in grades 6-12. Strategies and a variety of options need to be explored and implemented to support students in the regular educational setting. One improvement has been the Excel "School within a school" classrooms at Horizon Middle School and the High School and addition of a tutor for American Indian students.
- It is extremely difficult for current Indian Education staff to cover all child study/Student Assistance Team meetings involving American Indian children as staff time is reduced each year due to budget constraints.

Recommendations for Concurrence:

- The Assistant Superintendent of Teaching and Learning, the Learner Support Director, the Red River Alternative Learning Center Director, the Indian Education Program Director, Special Education teacher representatives, counselors, and principals need to continually monitor the potential of overrepresentation of American Indian students being referred for Special Education and Alternative Education Programs; review the process of prereferral; and provide an appropriate continuum of services.
- The percentage of American Indian students being placed in alternative school classes needs to be addressed. Procedures for determining transfer in and out of alternative programs need to be consistent while also taking into account individual student needs. Other types of academic interventions and best practices need to be put into place to support student success within the regular educational setting and to provide a continuum of services from regular education to Special Education.
- Options need to be explored to find ways to cover more child study/Student Assistance Team meetings with cultural representatives when they involve American Indian students.

3. Collaboration between School and Community Committees and Organizations

The District will continue to collaborate with the Moorhead Healthy Community Initiative, the Moorhead Area Human Rights Committee, Cultural Diversity, various Moorhead public services, higher education institutions, and other organizations or committees as needed. Several

goals are: to assist American Indian families in removing barriers which restrict them from participating in school and community activities, to create welcoming environments for American Indian families, to eliminate stereotypes and to foster awareness and understanding of issues.

Accomplishments:

- Since 1999, there have been an increasing number of committees and organizations collaboratively communicating over cultural issues, developing effective and ongoing community diversity awareness, and working on various school and community projects. Some of the organizations include: Moorhead Indian Education, Fargo Indian Education, ECFE, Head Start, Moorhead Healthy Community Initiative, Community Education, District and City Human Rights committees, Red River Alternative Learning Center, Wraparound process, Clay County Collaborative, Clay County Public Health, Red River Valley Dental Access, Youthworks, Cultural Diversity, People Escaping Poverty Project, Justice Circles, SEED, MSUM, NDSU, Concordia, Native American Christian Ministry, the Native American Program/Good Medicine, Northern Plains Voices, Mujeres Unidas, Centro Cultural, Daughters of the Earth, Restorative Justice and Reentry Services Project, ARC, and others.
- Since 1997, Moorhead Public Schools and Indian Education have collaborated with MSUM on research, interventions, reducing bias, DIBELS implementation and training, American Indian staff development and other American Indian related projects.
- Since 2000, the Moorhead School Human Rights Committee has been meeting quarterly and has included representation from the Indian Education Program. The Committee has also collaborated with the City of Moorhead Human Rights Committee and other community agencies to address community issues.
- During 04-05, Mujeres Unidas and Indian Education collaborated to provide joint trainings and presentations for American Indian and Hispanic parents on shared topics related to education.
- Indian Education representatives serve or have served on several area boards and committees: ICAC, Human Rights, justice circles, Core Curriculum, Building Leadership Team, Moorhead Healthy Community Initiative, Red River Dental Access, Restorative Justice and Reentry Services Projects, Clay County Joint Powers Collaborative, Daughters of the Earth, Minnesota Indian Education Association, and Cultural Diversity Resources, etc.
- Since 2004, there has been continued collaboration between community and educational agencies to continue to plan and conduct Building Unity in the Community/MLK Day events.

Progress:

- Moorhead Healthy Community Initiative's Linking-Up program connects Moorhead Public Schools students to College students. More programming of this type like the Upward Bound Program would be beneficial and should be explored with area Higher Education Institutions.

Ongoing Emphasis:

- As suggested by MSUM's Language research on American Indian students, collaborative efforts with preschool agencies, such as Head Start, ECFE, and Daycares would be especially beneficial for American Indian students and their families. There have been continued efforts in this area through joint meetings of agencies.

Challenges:

- Digital Divide issues will need to be addressed as this will continue to be an increasing problem for many American Indian families.
- Additional funding through grantwriting activities is needed to support many of these collaborative efforts. Administrative support in securing written collaborative agreements between agencies would be helpful especially when trying to secure grant funds. Looking at a possible district grantwriter position would be helpful.

Recommendations for Concurrence:

- Discussion on Digital Divide issues needs immediate and ongoing attention.

4. Optional Curricular/ Extracurricular Activities

The Activities Director, leaders in extracurricular and co-curricular areas, the Indian Education Program Director and others as needed, will meet yearly and communication will be ongoing related to American Indian issues with participation in optional curricular and extracurricular activities. The goal is to encourage American Indian students to participate, create relevant activities and to reduce barriers.

Accomplishments:

- Since 1999, The Indian Education Committee with collaboration and financial support from Moorhead Healthy Community Initiative have become a very successful force in increasing cultural activities for American Indian students and in their participation in a variety of Extracurricular activities: *01-07-A drumming and singing group was organized with volunteers, the Native American Christian Ministry and MHCI, participation has continued and increased; 09-02-An American Indian teacher at the Red River Alternative Learning Center taught a variety of cultural lessons to students; 02-MHCI sponsored and provided transportation for an American Indian Leadership Building Camp experience for 5 American Indian Youth; 02-03- MHCI's after school activity coordinator and Indian Education staff offered American Indian cultural projects and materials to Indian and non-Indian students; 03-05-an American Indian Home School Liaison at RRALC provided weekly American Indian cultural activities to students, some of the student participants won 1st place in an American Indian dance contest in Minneapolis; Many of our American Indian students receive scholarships through MHCI in order to participate in extracurricular activities.*
- Community Education staff have consistently communicated with Indian Education staff on possible classes and resource persons available. Classes with American Indian topics have increasingly been offered through Community Education.

Progress:

- Cultural activities have been promoted through E-mails, newsletters, and flyers to District staff; mailings to parents; and the District Calendar and newsletter postings on the Moorhead Public School Web site.
- Students on free and reduced meals have their extra curricular activity fees waived at the Senior High. PTAC's have also been helpful in paying some student fees for those that cannot afford them. PTAC's no longer require Indian Education programs to reimburse them for fees paid for American Indian youth.

Ongoing Emphasis:

- The process for collecting data on the participation of minority students in activities was cumbersome. Powerschool use and access has solved some of the data gathering

problems, but input of information into the system is not yet consistent.

- Transportation is also a barrier for many American Indian students. Free Bus passes are available for afterschool Homework clubs.

Challenges:

- American Indian Families are increasingly aware of the scholarship funds available through Moorhead Healthy Community Initiative but those that are using the scholarships find that it is not adequate to cover expenses for even initial startup participation for most activities.
- Parents may not be provided with enough information when students join activities, as to the ongoing costs and transportation needs to remain involved with the activity. There are limited support systems in place to help families find solutions. Moorhead families who are able to participate in activities are not always aware of the difficulty many American Indian students face in trying to join or stay involved.
- Finding solutions to overcome transportation barriers is challenging.

Recommendations for Concurrence:

- The Activities Director, other leaders in extracurricular and co-curricular areas, and the Indian Education Director need to meet yearly to review proportional participation of American Indian students and discuss ways to increase student involvement.
- American Indian students need to be actively recruited through all sources into extracurricular and co-curricular activities. Many students assume there is no way that they can participate for various reasons. Promotion/recruitment/and support for parents and by parents for activities needs to begin at the elementary level. Administrative support is needed to find ways to increase minority student participation in activities.
- There needs to be more funds/scholarships available to low-income students for activity fees, equipment purchases, and ongoing participation costs and creative solutions to transportation barriers need to be looked at.
- More activity options are needed for students who don't start activities in Elementary and/or who move into the District from other schools.

5. Curriculum Evaluation

As the School District discusses the purchase of curriculum materials in its yearly cycle, input from the Local Indian Education Committee is required. The Local Indian Education Committee needs to have a representative on the Instructional Curriculum & Assessment Committee (ICAC) and subject area curriculum committees. The purpose is to assist curriculum teams to assess bias in materials and identify alternatives and supplements if needed.

Accomplishments:

- Indian Education has consistently had representation on the District Instructional Curriculum Assessment Committee (ICAC), the Core Curriculum Committee, and the Reading Committee.
- During the MSUM research, Dynamic Indicators of Basic Early Literacy Skills (DIBELS)

proved to be an accurate tool for Assessment of American Indian students literacy skills and has since been implemented district wide as an assessment tool for all students in grades K-1.

- Dr. Olivia Melroe's research results from the 97-05 study of American Indian students' English Language development, concluded that Phonemic Awareness skills needed to be emphasized for many American Indian students. Curriculums which include strong Phonemic Awareness elements, proven effective for American Indian students, have been implemented for all students, including the Scott Foresman Reading curriculum (for all students) and the Early Reading Intervention Curriculum (for Title I and Special Education students).

Progress:

- An American Indian needs assessment is sent out biannually to teachers, support staff, parents, and students which gathers information on curricular needs for American Indian students .

Ongoing Emphasis:

- Results from the form used by the district curriculum review committees to screen for cultural bias/stereotyping in the curriculum selection process need to be used in making decisions on the need for supplemental materials to address any weaknesses in current and new curriculum. A copy of these results needs to be sent to the Indian Education Department.
- During 03-04, the MSUM/American Indian Research project developed and presented a 6 part series, "Strengthening the Circle" to increase awareness among teachers of the American Indian educational and cultural needs and give them effective educational tools to address these needs and incorporate them into the curriculum. This training is currently being planned for more groups.
- Since 2001, Teachers and media specialists have been provided with staff development and resources for assessing American Indian bias in curriculum, children's books, web sites and other media.

Challenges:

- Various departments need to consider diversity issues/materials when purchasing curriculum for the District. Communication between departments and Indian Education on what is being considered for purchase and what has been purchased has not been consistent.

Recommendations for Concurrence:

- A representative from the Local Indian Education Committee needs to be on all the Curriculum Review Committees and report back to the LIEC on curriculum being considered by the District.

6. Middle School/Secondary Education

A Middle School Counselor, Teacher, and Principal; a High School Counselor, Teacher and Principal; and an Indian Education Representative will meet once a year and continue ongoing communication to discuss issues relevant to appropriate and effective educational strategies for American Indian students. The goal it to increase effectiveness and reduce dropout rates.

Accomplishments:

- Career fairs geared especially for American Indian students are available. Several American Indian students have participated in them.

Progress:

- Tutoring is available for Middle School and Red River Alternative Learning Center American Indian students in the afterschool study club at each building. American Indian attendance at these has increased. This year there is a tutor hired by the Indian education program for working with Middle School and RRALC American Indian students.
- Targeted Services/EXCEL has implemented assessments and intervention curriculums for grades 2-12 to increase student success.
- New and remodeled buildings, improved classroom configurations, and school within a school plans are providing better opportunities for intervention strategies and alternative teaching strategies.

Ongoing Emphasis:

- Networking between Higher Educational institutions and other community agencies has increased around educational issues for minority students.

Challenges:

- An American Indian Career Specialist has visited with American Indian High School students two times a year for many years. This position has been cut by the agency offering the service. Ways need to be explored to continue similar services.
- Several teaching and support staff of American Indian ethnicity have been employed by the district in the past and several are still in the district, but continued efforts need to be made to recruit more ethnically diverse staff members.
- Regularly scheduled ongoing discussions have not been put into place.
- Availability of an American Indian counselor or at least counseling for American Indian students on topics relevant to them would be beneficial.

Recommendations for Concurrence:

- A middle school counselor, classroom teacher, and principal; a high school counselor, teacher and principal and the Indian Education Committee Representative needs to meet twice a year to discuss progress, issues, and solutions relevant to American Indian students.
- A high proportion of American Indian students are not getting their educational needs met in the traditional education setting resulting in the high percentage of American Indian students in the alternative programs and/or dropping out. New classroom configurations and school within a school plans help but monitoring and conversation needs to be ongoing.
- Connections with local Higher Educational Institutions need to be strengthened to expand, promote, and encourage post secondary options for American Indian student. Options could include: explore mentorship opportunities, students/parents/staff attend the Unity Conference in the spring, American Indian professionals to talk with students about career options, and Upward Bound program and Linking -Up Program.

- Efforts to coordinate services between area High School, Red River Alternative Learning Center, other alternative programs and other High School educational options needs to be continued and increased.

7. Community Education

The Local Indian Education Committee representative, Community Education Director and Early Childhood Family Education Director will meet yearly with ongoing communication related to educational needs for American Indian adults and young children. The goal is to identify needs, offer appropriate programming, and reduce barriers.

Accomplishments:

- There has been periodic and ongoing discussion between Community Education and Indian Education concerning needs, possible classes, and resource persons available for classes to appeal to American Indians and American Indian related topics for the general community. Several cultural craft classes, and informational classes have been offered.
- Several years ago, Early Childhood Family Education teamed up with Clay-Wilkin Opportunity Council-Head Start and the Indian Education Programs through the American Indian Project to offer spring classes for American Indian parents and preschool children on Positive Indian Parenting and other culturally related topics and with Clay County Public Health to offer preschool screenings and distribute other health related information at the spring powwow.

Progress:

- Ongoing discussions with ECFE have continued and appropriate curriculums have been shared to find ways to meet the needs of American Indian families in Early Childhood programs and recruitment of American Indian families for programs and Early Childhood Screenings.
- The Indian Education Department and other area agencies have offered beginning computer classes for American Indian parents over the past several years.

Ongoing Emphasis:

- Dialog on ideas to make Moorhead a more inviting place for American Indian families has been ongoing and will continue.

Challenges:

- Recruiting of qualified and willing American Indians for the teaching of Community Education classes has been a challenge and efforts need to be continued.
- American Indian people attending Community Education classes have been few for various reasons. Including: transportation, comfort with the school setting, daycare, costs.
- A Kindergarten Liaison to help involve preschool families in transition to school would be very instrumental in helping students be ready for school and in families that take a more active role in the education system.
- Although few American Indian families with preschool children are currently accessing available Early Childhood programs, these services are needed.

Recommendations for Concurrence:

- Continued communication between departments and more active recruiting of American Indian presenters/teachers needs to continue.
- Efforts need to continue in the attraction and recruiting of American Indian Families accessing Community Education and Early Childhood Family Education classes. Active recruiting of American Indians for our classes/programs as well as understanding and finding ways to overcome barriers for them need to be creatively addressed. Many parents may feel out of place or unwelcome in these classes. For example: many parents do not identify well with the lives/problems that the majority of families attending classes may discuss, or have had negative experiences with school in general. We need to change the atmosphere/style of traditional classes to make them more welcoming to American Indian individuals. Possibilities could include providing mentor families for new families.

Moorhead Indian Education Resolution 06-07

January 4, 2005

Recommendations for Concurrence	Who's Responsible	Timeline	Resources Needed	Progress
1. Staff Development/Curriculum Integration <input checked="" type="checkbox"/> Funding sources explored to purchase additional American Indian curricular materials.	Principals, Assistant Superintendent of Teaching & Learning (Lynne), Media Specialists, Indian Education Staff (Faye, Donna & Sarah)	Ongoing	Funds, coordination with department and library/media selection personnel, prioritize list of needed materials.	Initial discussions/planning for development of an American Indian web page on District site to provide American Indian curriculum information/resource availability to staff.
2. Special Education/Alternative Programs <input checked="" type="checkbox"/> Carefully monitor the potential of overrepresentation of American Indian students being referred for Special Education and Alternative Education Programs; review the process of prereferral. <input checked="" type="checkbox"/> The percentage of American Indian students being placed in alternative school classes needs to be addressed. Procedures for determining transfer in and out of alternative programs need to be consistent while also taking into account individual student needs. <input checked="" type="checkbox"/> Other types of academic interventions and best practices need to be put into place to support student success within the regular educational setting and to provide a continuum of services from regular education to Special Education. <input checked="" type="checkbox"/> Find ways to cover more child study/Student Assistance Team meetings with cultural representatives when they involve American Indian students.	Special Education Director (Jill Skarvold), Alternative Education Director (Deb Pender), Principals, Indian Education Staff (Sarah, Donna, Faye) Special Education Director (Jill Skarvold), Alternative Education Director (Deb Pender), Principals, Indian Education Staff (Sarah, Donna, Faye) Principals, Assistant Superintendent of Teaching & Learning (Lynne), Indian Education Staff (Donna, Faye, and Sarah) Special Education Director (Jill Skarvold), Child Study Facilitators, Indian Education Staff (Sarah, Donna, Faye)	Ongoing Yearly Ongoing Ongoing	Yearly students counts and No Child Left Behind data compilations; continued staff development on reducing bias. Child Study Facilitator support & Principal support, continued Staff Development on Reducing Bias Continued search for best practices in working with American Indian students for academic success; funding for tutors; training for tutors in cultural awareness if not of American Indian culture. Staff Development on Reducing Bias; additional American Indian staff or trained cultural representatives.	Continued emphasis on careful consideration of exclusionary factors in prereferral, and referral process; ongoing staff development regarding reducing bias in Special Education assessment. Child study teams are more careful of exclusionary factors. Teachers/parents are contacting Indian Education Staff before assessments begin. Tutoring in afterschool study clubs, implementation of new assessments and intervention curriculums to increase student success. New building configurations to provide better interventions and teaching strategies. Initial discussions
3. Collaboration: School, Community, Organiz. <input checked="" type="checkbox"/> Continued discussion on digital divide issues.	Director of Technology Systems (Dan Markert), Indian Education Staff (Sarah, Donna, Faye), Specific Program Directors	Quarterly meetings	Materials for parents, technology assistance, computer access/training for parents	

Recommendations for Concurrence	Who's Responsible	Timeline	Resources Needed	Progress
4. Curricular & Extra Curricular <input checked="" type="checkbox"/> Regular review and discussion of proportions of American Indian students in co-curricular and extracurricular activities. <input checked="" type="checkbox"/> Promotion, recruitment & support for American Indian student participation. <input checked="" type="checkbox"/> Search for funding/scholarship support for fees and find creative solutions to transportation issues. <input checked="" type="checkbox"/> Activity options for students who don't start out in activities in Elementary school and/or who move into the District from other schools; Offer a greater variety of activities, and culturally related activities.	<p>Co-curricular and extracurricular Activities Directors, Indian Education Staff (Sarah, Donna, & Faye),</p> <p>Principals, Activity Directors, Indian Education Staff (Sarah, Donna, & Faye), American Indian Parent Committee</p> <p>Administration, Principals, Activity Directors, Indian Education Staff (Sarah, Donna, & Faye), Transportation Director</p> <p>Principals, Activity Directors, Coaches, Indian Education Parent Committee, Indian Education Staff (Sarah, Donna, & Faye), Community Education Director (Laurie Winterfeldt-Shanks)</p>	<p>Yearly and Ongoing</p> <p>Ongoing, and particularly before new activities begin</p> <p>Yearly meeting & ongoing as needed</p> <p>Yearly meeting & ongoing as needed</p>	<p>Department and Administration support. Technical support for data collection.</p> <p>Power School information on students' activity enrollment; Activities flyers, activity dates, timelines, and specifications, Newsletters, flyers or other media as needed; Indian Education web page.</p> <p>Resources such as fees and transportation. Creative solutions to barriers.</p> <p>Continued collaboration with other groups to offer American Indian related activities. List of community members willing to teach & share talents. Creative solutions to barriers.</p>	<p>Staff referral of students to Moorhead Healthy Community Initiative for activity scholarships. PTAC support of students unable to participate due to financial difficulty.</p> <p>Several American Indian culturally related Community Education classes. Winter gathering in cooperation with Fargo Indian Education and Daughters of the Earth. Community offering of Ojibway/Dakota language classes, community drumming and singing group.</p>
5. Curriculum Evaluation <input checked="" type="checkbox"/> American Indian Education Committee representation on each specific subject area Curriculum Review Committee.	<p>Assistant Superintendent of Teaching & Learning (Lynne), Curriculum Review Committee, Committee Chairpersons, Indian Education Staff (Faye, Donna, & Sarah)</p>	<p>Follow curriculum review cycle and as needed.</p>	<p>Copy of Screening tools, screening tool results forwarded to American Indian Parent Committee and Human Rights Committee for review. Reducing Bias Staff Dev., Notice of Specific Curriculum Review Committee meeting dates/timelines and contact information for Curriculum Review Committee Chairpersons, Access to curriculum being reviewed and in use.</p>	<p>Inclusion of Indian Education Representatives on the Reading Committee; continued Indian Education representation on the ICAC Committee; appropriate and ongoing staff development relating to American Indian Culture and Reducing Bias.</p>
6. Middle School & Secondary Education <input checked="" type="checkbox"/> Secondary Administration, Middle School Administration, Alternative School Administration, Staff, and Indian Education Representative(s) need to meet to discuss issues and solutions. <input checked="" type="checkbox"/> Strengthen connections with local and tribal colleges to expand, promote, and encourage post secondary options for American Indian Students. <input checked="" type="checkbox"/> Coordinate services between area High School, Alternative School, and the YES program including prereferral and entrance procedures.	<p>Secondary Principal (Gene Boyle), Secondary Counselor, Indian Education Staff (Sarah, Donna, & Faye)</p> <p>Superintendent of Teaching & Learning (Lynne), Middle School, Secondary & Alternative School Principals, Indian Ed. Staff (Sarah, Donna, & Faye)</p> <p>Indian Ed. Staff (Sarah, Donna, & Faye), Assistant Superintendent of Teaching & Learning (Lynne), Secondary, Middle & Alternative School Principals, YES Coordinator</p>	<p>Biannually</p> <p>Initial meeting with ongoing process</p> <p>Initial meeting with ongoing process</p>	<p>Outreach and collaborative meetings.</p>	<p>Informal discussions have taken place. New school configurations have begun to provide solutions to some issues.</p>

Recommendations for Consideration	Who's Responsible	Timeline	Resources Needed	Progress
7. Community Education <input checked="" type="checkbox"/> Continued recruitment efforts for American Indian presenters/teachers in Community Education offerings.	Community Education Director (Laurie), Indian Education Staff (Sarah, Donna, & Faye), American Indian Parent Committee	Yearly meeting and ongoing communications	Continued networking and recruitment efforts	Regular communication between Indian Ed. & Community Ed. Directors & Staff concerning program planning and offerings; increase in American Indian related class offerings.:
<input checked="" type="checkbox"/> Reinforced efforts to increase the number of families accessing Community Education & Early Childhood Family Education classes.	Community Education Director (Laurie), ECFE Director (Kim Bushaw), Indian Education Staff (Sarah, Donna, & Faye), American Indian Parent Committee	Yearly meeting and ongoing communications	Active promotion and recruitment activities.	



Superintendent of Schools Moorhead Area Public Schools

Memo S.07.077

TO: School Board

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

DATE: February 20, 2007

RE: School Board Recognition Week Set for February 26-March 2, 2007

The Minnesota School Boards Association has set February 26-March 2 as School Board Recognition Week in Minnesota as a time to build awareness and understanding of the function an elected board of education plays in our society. Moorhead Area Public Schools is joining with other districts throughout the state to recognize the contribution board members make to communities.

The commemorative week is a time to show appreciation for the dedicated service of school board members and promote understanding of the role of the school board in our system of public schools. Our school board is one of 341 boards across Minnesota.

We salute the public servants of Moorhead Area School District whose dedication and civic responsibility make local control of public schools possible. We applaud them for their vision and voice to help shape the district's future.

The School Board members serving the district and their years of service are:

Karin Dulski, 2006-2010
Lisa Erickson, 2000-2008
Cindy Fagerlie, 2004-2008
Carol Ladwig, 1992-2008
Mike Siggerud, 2004-2008
Kristine Thompson, 1998-2010
Bill Tomhave, 2002-2010

LPN: *nde*

INDEPENDENT SCHOOL DISTRICT #152

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

April 9, 2007

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 School 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

S-M9-BOS
9 April 2007

SCHOOL BOARD AGENDA - April 9, 2007
PAGE 2

School 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, School 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 11
- (2) Approval of Grants - Pages 12-13

B. BUSINESS SERVICE MATTERS - Weston

C. HUMAN RESOURCE MATTERS - Nielsen

- (1) Approval of Early Retirements - Page 14
- (2) Approval of Resignations - Page 15
- (3) Approval of Extended Leave of Absence - Page 16
- (4) Approval of New Employees - Page 17

D. SUPERINTENDENT MATTERS - Nybladh

- (1) Approval of March 12 and 26, 2007 Regular Meeting Minutes - Pages 18-27
- (2) Approval of April Claims

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

Moved by _____ Seconded by _____
Comments _____

3. SCHOOL BOARD/STAFF DIALOGUE: Kovash

(This section is an effort on the part of the School 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.)

Technology Plan - Kovash
Pages 28-33

4. LITERACY COLLABORATIVE: Kovash
Pages 34-56

SCHOOL BOARD AGENDA - April 9, 2007

PAGE 3

Suggested Resolution: Move to approve the Literacy Collaborative Pilot Program at Robert Asp Elementary School for five years to begin the 2007-2008 school year with training of the Literacy Coordinator.

Moved by _____ Seconded by _____
Comments _____

5. **APPROVAL OF POLICY:** Nybladh
Pages 57-59

Suggested Resolution: Move to approve the policy, School Board Policy Development, Adoption, Implementation, and Review (221), as presented.

Moved by _____ Seconded by _____
Comments _____

6. **APPROVAL OF POLICY:** Nielsen
Pages 60-89

Suggested Resolution: Move to approve the policy, Employee Drug and Alcohol Testing (421), Attachment A: Driver Acknowledgment Drug and Alcohol Testing Policy and Materials (421-A), Attachment B: Bus Driver or Driver Applicant Authorization to Release Information (421-B), Attachment C: Bus Driver or Driver Applicant Refusal to Submit to Testing (421-C), Attachment D: Pretest Notice (421-D), Attachment E: Notice of Test Results and Various Rights (421-E), Attachment F: Explanation of Positive Test Result (421-F), Attachment G: Acknowledgment Drug and Alcohol Testing Policy (421-G), and Attachment H: Acknowledgment Drug and Alcohol Testing Policy (421-H) (deletion), as presented.

Moved by _____ Seconded by _____
Comments _____

7. **APPROVAL OF POLICY:** Nielsen
Pages 90-93

Suggested Resolution: Move to approve the policy, Employee Right to Know - Exposure to Hazardous Substances (424), as presented.

SCHOOL BOARD AGENDA - April 9, 2007

PAGE 4

Moved by _____ Seconded by _____
Comments _____

8. **APPROVAL OF POLICY:** Nielsen
Pages 94-95

Suggested Resolution: Move to approve the policy, Health and Safety Protection (425), as presented.

Moved by _____ Seconded by _____
Comments _____

9. **APPROVAL OF POLICY:** Nielsen
Pages 96-98

Suggested Resolution: Move to approve the policy, Subpoena of a School District Employee (443), as presented.

Moved by _____ Seconded by _____
Comments _____

10. **APPROVAL OF POLICY:** Kovash
Pages 99-100

Suggested Resolution: Move to approve the policy, Activities Council Advisory Committee (236), as presented.

Moved by _____ Seconded by _____
Comments _____

11. **APPROVAL OF POLICY:** Kovash
Pages 101-104

Suggested Resolution: Move to approve the policy, Student Immunization Requirements (530), as presented.

SCHOOL BOARD AGENDA - April 9, 2007
PAGE 5

Moved by _____ Seconded by _____
Comments _____

12. **APPROVAL OF POLICY:** Kovash
Pages 105-110

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 _____

13. **APPROVAL OF POLICY:** Kovash
Pages 111-114

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

Moved by _____ Seconded by _____
Comments _____

14. **APPROVAL OF POLICY:** Kovash
Pages 115-117

Suggested Resolution: Move to approve the policy, Student Activities (540), as presented.

Moved by _____ Seconded by _____
Comments _____

15. **APPROVAL OF POLICY:** Kovash
Pages 118-124

Suggested Resolution: Move to approve the policy, Prohibition of Harassment and Violence (570), as presented.

SCHOOL BOARD AGENDA - April 9, 2007

PAGE 6

Moved by _____ Seconded by _____
Comments _____

16. APPROVAL OF REVISED ELEMENTARY SCHOOL ATTENDANCE AREAS:

Nybladh

Pages 125-127

Suggested Resolution: Move to approve the revised Elementary School Attendance Areas as presented.

Moved by _____ Seconded by _____
Comments _____

17. APPROVAL OF RESOLUTION RELATING TO TERMINATION AND NON-RENEWAL OF THE TEACHING CONTRACTS OF PROBATIONARY TEACHERS:

Nielsen

Pages 128-131

Suggested Resolution: Move to approve the following resolution:

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

<u>Name</u>	<u>Position</u>	<u>FTE</u>
Tania Molden	Social Studies	.286
Tina Bentz	Social Studies	1.00
Ann Hagen	Business	.8125
Stacey Lentz	Family Consumer Science	.3125
Amy Miller	District Phy Ed	.6814
Doug Stave	Special Education	1.00
Hanna Rodenbaugh	Special Education	1.00
Jane Aafedt	Special Education	.80

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 2006-2007 school year.

SCHOOL BOARD AGENDA - April 9, 2007

PAGE 7

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.

Moved by _____ Seconded by _____
Comments _____

18. **APPROVAL OF RESOLUTION RELATING TO THE OFFERING OF PART-TIME TEACHING CONTRACTS TO PROBATIONARY TEACHERS:** Nielsen

Page 132

Suggested Resolution: Move to approve that the full-time probationary teachers whose contract was terminated effective at the end of the 2006-2007 school year and non-renewed for the 2007-2008 school year, as provided in the School Board resolution adopted earlier at this meeting, shall be offered part-time teaching contracts for the 2007-2008 school year as follows:

	<u>Contract Offer</u>
Tina Bentz	.75
Ann Hagen	.6875
Jane Aafedt	.50

Moved by _____ Seconded by _____
Comments _____

19. **APPROVAL OF LEASE AGREEMENTS:** Weston

Pages 133-155

Suggested Resolution: Move to approve the lease agreements relating to the agricultural land described as E 1/2 of NE 1/4 of Section 21 Township 140 North, Range 48 West, Clay County, Minnesota, as presented.

Moved by _____ Seconded by _____
Comments _____

SCHOOL BOARD AGENDA - April 9, 2007
PAGE 8

20. **2007-08 CAPITAL PROJECTS AND TEN-YEAR CAPITAL OUTLAY BUDGET**
PLAN: Weston
Pages 156-159
21. **COMMITTEE REPORTS**
22. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**
23. **ADJOURNMENT**

SCHOOL BOARD AGENDA - April 9, 2007
PAGE 9

CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Ellen Hopkins PTAC	April 10	6:30-8 pm	Media Center
Grade 9 GRAD Test (Written Comp)	April 10		RRALC/MHS
Basic Skills Test Retakes (Seniors Only)	April 10-12		RRALC/MHS
Instr and Curr Adv Com	April 12	7 am	PCE
Horizon Middle Schl PTAC	April 12	7 pm	Media Center
Early Chldhd Advisory Com	April 12	7 pm	PCE
Robert Asp Carnival	April 13	5:30-8:30 pm	Robert Asp
Com Ed Appreciation Event	April 17	5 pm	PCE
Reading MCA-II Grades 3-8	April 17, 19		
Interagency Early Interv Com	April 18	12 pm	FSC
MCA-II Gr 10 Rdg, Gr 11 Math	April 19		
Health/Safety/Wellness Com	April 19	9:30 am	PCE
School Board Work Session	April 23	4 pm	PCE
School Board	April 23	7 pm	PCE
Technology Committee	April 24	3:45 pm	PCE
Activities Council	April 24	7 am	MHS Conf Rm
Math MCA-11, MTELL Grades 3-8	April 24, 26		
Elem Parent FYI Night	April 26	7 pm	Robert Asp
MHS Spring Play "Our Town"	April 26-29	7:30 pm	Auditorium
SG Reinertsen Family Fun Night	April 27	5-8 p	
Grades 6-12 P/T Confs	April 30	5-8:30 pm	
Parent/Teacher Family Night	April 30	5-7 pm	RRALC
Continuing Educ Com	May 1	3:30 pm	PCE
Grades 6-12 P/T Confs	May 1	5-8:30 pm	
Indian Educ Parent Com	May 2	5 pm	PCE
Science MCA-II Testing (Grds 3, 5, MHS)	May 1, 3		
Clay County Joint Powers Com	May 3	7 am	City Hall
Human Rights Committee	May 3	3:45 pm	PCE

SCHOOL BOARD AGENDA - April 9, 2007
PAGE 10

CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Educ Mhd Recognition Dinner	May 3	6 pm	Marriott
Horizon Middle Schl PTAC	May 3	7 pm	Media Center
Gr 8 Orchestra Concert	May 3	7:30 pm	MHS Auditorium
MHS Orchestra Concert	May 3	7:30 pm	Auditorium
Prom; Grand March	May 5	7:30 pm	Auditorium
Robert Asp Schl PTAC	May 7	6:30 pm	Media Center
SG Reinertsen Schl PTAC	May 7	7 pm	Media Center
MHS PTAC	May 7	7 pm	Conf Rm
Gr 7 Choir Concert	May 7	7:30 pm	Cafetorium
Spring MAP Testing	May 7-25		
Ellen Hopkins Schl PTAC	May 8	6:30-8 pm	Media Center
Gr 6 Choir Concert	May 8	7:30 pm	Cafetorium
Instr and Curr Adv Com	May 10	7 am	PCE
Early Chldhd Advisory Com	May 10	7 pm	PCE
Gr 8 Choir Concert	May 10	7:30 pm	Cafetorium
Academic Awards Ceremony	May 10	7 pm	Auditorium
School Board	May 14	7 pm	PCE
MHS Choir and Band Concert	May 14	7:30 pm	Auditorium



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.091

TO: Dr. Larry Nybladh

FROM: Lynne Kovash *LK*

DATE: March 30, 2007

RE: Donation

In January, Ellen Hopkins Elementary received 250 books through the Mexican Government Consulate in St. Paul, which donated 11,165 Spanish resource books to 82 organizations in Minnesota and northern Wisconsin.

The books are being used at the Ellen Hopkins Elementary School. Each grade level has two sets with 10-12 books per set. The types of books range from atlases to books on the Mexican Constitution. All of the books are soft cover.

The purpose of the program was to contribute to the teaching of Spanish as a second language and to help strengthen the identities of Mexican nationals.

Gay Galles, director of media services for Moorhead Area Public School District reviewed the program for appropriate usage by elementary students. Ellen Hopkins media specialist, as well as a Spanish Immersion teacher also reviewed the books for appropriate content.

SUGGESTED RESOLUTION: Move to accept the donation of books from the Mexican Government Consulate in Saint Paul and direct administration to send a thank you card.

Nathan Wolf, El Consul de Mexico
Consulado de Mexico en Saint Paul, MN
797 East 7th St
St. Paul, MN 55106

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.114

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: April 3, 2007
RE: Staff Development Grants

The attached list of staff development incentive grants were funded for the 2006-2007 school year. The grants were reviewed by the staff development committee.

The grantees will be notified and final reports will be submitted and reviewed by the staff development committee before payments will be made. The use of the staff development incentive grant funding has been a means to provide additional support to district and school goal areas.

SUGGESTED RESOLUTION: Move to approve the staff incentive grants for a total of \$7,827.90.

LAK/kmr
Attachment

March 2007 Staff Development Grant Requests

	Applicant(s)	Title	Bldg	Requested	Awarded
1	Vicki Breneman	Math Recovery Certification Training	PCE	\$6,644.00	\$ 4,400.00
2	Asp 1st and 2nd Grade Teachers	Developing MILKS	Asp	\$6,727.00	\$ 2,500.00
3	1st Grade SGR	Enhanced Literacy Instruction for At-Risk First Grade Students	SGR	\$927.90	\$ 927.90

Total Awarded

\$ 7,827.90

Staff Development Grants Not Awarded

4	Connie Nick 3rd Grade SGR	Differentiation in the Classroom 3rd Grade SGR	SGR	\$6,381.00	\$ -
5	Sharon Nelson	Math Transitions	Horizon	\$1,240.26	\$ -
6	Cheryl Keenan William Franklin Colleen Tupper	Pyramid of Intervention	Horizon	\$6,700.00	\$ -
7	Dale Johnson Katie Bormann Linda Jones Shelley Zahradka MariBeth Plankers Beth Glander	Customizing Assistive Technology	MHS	\$708.72	\$ -
8	MariBeth Plankers Margaret Claymore Jeremy Blake Amy Zanotti 1 more	Effective Literacy Program Planning	MHS	\$2,985.90	\$ -

Requested

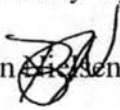
\$32,314.78



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.091**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron  Erickson, Director of Human Resources

DATE: April 2, 2007

RE: Early Retirement

The administration requests approval of retirement for the following people:

Mary Molick Elementary Teacher, S.G. Reinertsen Elementary, effective at the end of the 2006-2007 school year.

Diane Johnson Elementary Teacher, Robert Asp Elementary, effective at the end of the 2006-2007 school year.


SUGGESTED RESOLUTION: Move to accept the Early Retirement of Mary Molick and Diane Johnson as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.089**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron , Director of Human Resources

DATE: April 2, 2007

RE: Resignation

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

Crystal Specht	Teacher on Leave of Absence, effective at the end of the 2006-2007 school year.
Rory Sandvig	Assistant Hockey Coach at Moorhead High School, effective immediately.
Ley Bouchard	Principal Secretary, Moorhead High School, effective March 28, 2007.

SUGGESTED RESOLUTION: Move to approve the resignation of Crystal Specht, Rory Sandvig and Ley Bouchard as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.090

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron [Signature] Jensen, Director of Human Resources

DATE: April 2, 2007

RE: Extended Leave of Absence

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

Linn Webb Elementary Teacher, Robert Asp Elementary, effective beginning the
2007-2008 school year.

SUGGESTED RESOLUTION: Move to approve the Extended Leave of Absence for Linn Webb pursuant to Article 40 of the Teachers' Master Agreement.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.088

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: April 2, 2007

RE: New Employees

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.

Gretchen Olsgard Food & Nutrition Server, Ellen Hopkins Elementary, 2.75 hours per day, \$8.22 per hour, effective date April 10, 2007. (Replaces Todd Lunde)

SUGGESTED RESOLUTION: Move to approve the employment of Gretchen Olsgard as presented.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 12, 2007
PAGE 1**

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

MEMBERS ABSENT: Lisa Erickson.

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

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

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

WE ARE PROUD:

***** We Are Proud** of the 2007 Teacher of the Year Building Representatives. Each school selects a teacher of the year for that school, and the Moorhead Teacher of the Year is selected from these candidates.

The 2007 Teacher of the Year Building Representatives are:

Lisa Erpelding, math teacher at Horizon Middle School

Paula Falk, EBD teacher at Ellen Hopkins Elementary

Nancy Fix-Shelton, Early Childhood Family Education teacher (representing off-site campuses)

Becky Wolford, second-grade teacher at Robert Asp Elementary

***** We Are Proud** of Rachel Lerum and Michelle Sailer, the 2007 Moorhead Teachers of the Year. Lerum and Sailer were selected as Teachers of the Year by the Education Moorhead Communications Committee.

Lerum teaches students with disabilities at Moorhead High School. She began her teaching career 11 years ago and has taught in Moorhead for the past eight years. She teaches Study Strategies, Basic PreAlgebra, and co-teaches Technical English 12. Lerum has served on numerous committees at Moorhead High School, co-presented at the state special education conference, and trained teachers on transition through Lakes Country Service Cooperative. She also coordinates the Red River Area Learning Center/Moorhead High School summer school program.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 12, 2007
PAGE 2**

Sailer has been teaching in Moorhead for the past 15 years. She taught fifth grade for 13 years at Robert Asp. Since 2004, Sailer has been the art teacher at S.G. Reinertsen Elementary. She has been a member of the math committee, has served on the Building Leadership Team, has taught Community Education classes, and has been a summer school teacher. Sailer was recently selected as one of the top 35 candidates for Minnesota Teacher of the Year.

***** We Are Proud** of the cast and crew of Moorhead High School's one-act play, "The Whole Shebang" by Rich Orloff, for earning a "starred performance" at the 59th annual Minnesota State High School League One-Act Play Festival on Feb. 9 at St. Catherine's in St. Paul, Minn. This was Moorhead High's sixth appearance at the state festival and first "starred" rating. Moorhead's one-act play advanced to the state festival after receiving first place at the Section 8AA One-Act Play Contest on Feb. 3 in Alexandria.

The plays are limited to no more than 35 minutes, following a maximum 10-minute stage setup. Total cast and crew cannot exceed 20 students. Each performance was judged and publicly critiqued immediately following the performance. Each cast attempted to achieve an exceptional rating known as a "starred performance."

Cast and crew of "The Whole Shebang" include Brendan Frost, Matt Barnett, Matt Fitzgerald, Sadie Langemo, Evan Christie, Emily Henrikson, Adam Christenson, Clara Cavins-Wolford, Tristan Larson, Johan Anderson and Tony Dostert. Christopher Lien is the director.

***** We Are Proud** of Moorhead High School student Ryan Sederquist who was selected for membership in the Minnesota Band Directors Association 9th and 10th Grade Honor Band for the 2006-07 school year. Sederquist was one of 74 students selected from more than 204 who auditioned this fall for a position in this group. His director at Moorhead High School is Doug Engstrom.

***** We Are Proud** of Horizon Middle School students Eunhae Park and Jenny Noble who were selected for membership in the Minnesota Band Directors Association Middle Level Honor Band for the 2006-07 school year. Their director at Horizon Middle School is Denise Pesola. More than 271 sixth- to eighth-grade band students from Minnesota auditioned last fall for this 76-member group. Park was one of 16 clarinetists chosen, and Noble was one of two bassoonists selected.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 12, 2007
PAGE 3**

***** We Are Proud** of the Moorhead High School debate team members who have qualified for the National Forensics League debate tournament in Kansas in June. The team of Mia Bonitto and Michelle Stanley qualified for the national tournament, and the team of Cassie Beedy and Joe Skaggs Jr. is the first alternate. Will Hailer is the Moorhead High debate coach. Assistant coaches are Eric Short, Emily Faltesek and Kristi Cronin.

***** We Are Proud** of the Horizon Middle School Mathcounts Team for placing first in the chapter competition held Feb. 7 at Minnesota State University Moorhead. Team members were Lukas Gemar, Andrew Carlson, Jonathan Haglund and Yingying Zhang. Individual competitors were Matt Boberg, Maija Lindaas, Sam Wisenden, and Gabe Wright.

Lukas Gemar captured first place individual and second place in the countdown round. Jonathan Haglund placed second individual and Andrew Carlson placed fourth individual and third in the countdown round.

The top four scoring individuals, Gemar, Haglund, Carlson and Wisenden, will make up the team going to the state Mathcounts competition in Plymouth, Minn., on March 24. The Mathcounts team is coached by Ken Welken. Mathcounts, a national competition, tests students on probability, statistics, linear algebra, and polynomials.

***** We Are Proud** of Moorhead Math Team 1 for placing second in the Junior High Tri-College Math Contest held February 28 at Concordia College. The second place finish was a result of a first place tie in which a tiebreaker determined the winner. Team members were ninth-graders Adam Brewer, Samantha Brewer, Ryan Sederquist, and Chris Thiebert, eighth-graders Matt Boberg and Lukas Gemar, and seventh-graders Andrew Carlson and Jonathan Haglund.

Lukas Gemar placed first individual, Jonathan Haglund placed second individual, and Adam Brewer placed in the top ten individual. The team is coached by Ken Welken and Monica Peterson.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 12, 2007
PAGE 4**

Gifts - Accept the following donations: two easels and a projector valued at \$510 from Linda Luttrell; \$300 from Teresa (Joppa) Norwig and Richard Norwig and Lydia and Melissa Norwig to cover the cost of taxidermy for a gray owl that was donated to Horizon Middle School; and a piano keyboard from Bert Chamberlain valued at \$375. The keyboard will be used at Robert Asp School.

Collection of NSF Checks - Approve collection of NSF check as listed:

Activity Account:

Patricia Olson	\$128
Total	\$128

Early Retirement

Orv Kaste - Supervisor, Property Services Department, effective July 31, 2007.

Resignations

Leah Tvedt - Food & Nutrition Server, Horizon Middle School, effective March 9, 2007.

Amy Traut - COTA, EIS, effective May 25, 2007.

New Employee

Angela Caron - Paraprofessional, S.G. Reinertsen Elementary, 6.5 hours per day, B21 (0-2) \$12.65 per hour, effective March 5, 2007. (Replaces Cheryl Biegler)

Minutes - Approve the February 12 and February 26, 2007 regular meeting minutes as presented.

Claims - Approve the March Claims, subject to audit, in the amount of \$1,034,203.85.

General:	\$870,744.28
Food:	\$145,113.50
Community Service:	\$18,346.07
TOTAL	\$1,034,203.85

Motion carried 6-0.

SCHOOL BOARD/STAFF DIALOGUE

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

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 12, 2007
PAGE 5**

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

Extended Day EXCEL Programs - Deb Pender-Tilleraas and Sally Doran presented information regarding the school district's Extended Day EXCEL Programs. They shared their brochure, budget information and discussed ways they collaborate with other programs in order to provide a variety of experiences for students needing more time for instructional help.

ROBERT ASP ROOF REPLACEMENT BID: Siggerud moved, seconded by Dulski, to approve the bid from Pierce Roofing and Sheet Metal in the amount of \$241,540 for the Robert Asp Elementary School roof project. Motion carried 6-0.

COMMITTEE REPORTS: Brief reports were heard related to the Moorhead High School PTAC, Early Childhood Advisory Committee, History Day at Horizon Middle School, Indian Education Parent Committee, Instruction and Curriculum Advisory Committee, Clay County Joint Powers Committee, and Robert Asp PTAC.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: None.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 7:44 p.m.

Carol Ladwig, Clerk

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 26, 2007
PAGE 1**

MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Carol Ladwig, Kristine Thompson (8:02 p.m.), Bill Tomhave, and Dr. Larry P. Nybladh.

MEMBERS ABSENT: Mike Siggerud.

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

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

APPROVAL OF AGENDA: Ladwig moved, seconded by Erickson, to approve the agenda as revised. Motion carried 5-0.

WE ARE PROUD:

*** **We Are Proud** of the Moorhead School Board for receiving the MSBA District Award of Distinction. Districts achieve this award when a majority of their school board members have completed enough hours of training to receive either the MSBA Directors' Award or President's Award. The Moorhead School Board was recognized at the 2007 MSBA Leadership Conference on January 11, 2007.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Gifts - Accept the following donations: 16 easels and 65 three-hole punches from Office Max valued at approximately \$300 to be used in classrooms at Horizon Middle School and \$860 from Gate City Bank to assist with costs related to after school open library hours for high school computer access.

Agreement - Approve the Augustana College Mutual Agreement for Student Teaching to commence July 1, 2007 through June 30, 2009.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 26, 2007
PAGE 2**

Funding - Accept the funding award in the amount of \$1,842 from the Lakes Country Perkins Consortium for instructional materials to be used by the Family and Consumer Science Program at Moorhead High School.

Family/Medical Leave

Jean Moe - Spanish Teacher, High School, effective May 8, 2007 for the remainder of the 2006-2007 school year.

Other Leave

Gloria Crosby - Paraprofessional, High School, effective April 5, 2007 through the end of the 2006-2007 school year. Previous request was granted only until April 3, 2007.

Bayan Alemadi - Paraprofessional, Horizon Middle School, effective May 11, 2007 for the remainder of the 2006-2007 school year.

Termination

Todd Lunde - Food & Nutrition Server, Ellen Hopkins Elementary, effective March 14, 2007.

New Employees

Beth Zerr - Paraprofessional, Partners in Learning, 6 hours per day, 3 days per week, B21 (0-2) \$12.65 per hour, effective March 15, 2007. (Replaces Marn Odden)

Renae Gaughan - Cafeteria Supervisor, Horizon Middle School, 2 hours per day, 5 days per week. \$8.22 per hour, effective March 14, 2007. (Replaces Lucas Cole)

Susie Bolgrean - Crossing Guard, S.G. Reinertsen Elementary, 1.5 hours per day, 5 days per week, effective March 12, 2007. (Replaces Sue Nichols)

Motion carried 5-0.

2007-2008 SCHOOL CALENDAR: Dulski moved, seconded by Erickson, to approve the 2007-2008 School Calendar with changes as determined. Motion carried 5-0.

FIRST READING OF POLICIES: The School Board conducted a first reading of the following policies: School Board Policy Development, Adoption, Implementation, and Review (221), Employee Drug and Alcohol Testing (421), Attachment A: Driver Acknowledgment Drug and Alcohol Testing Policy and Materials (421-A), Attachment B: Bus Driver or Driver Applicant Authorization to Release Information (421-B), Attachment C: Bus Driver or Driver Applicant

REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 26, 2007
PAGE 3

Drug and Alcohol Test Consent, Release and Acknowledgment (421-C), Attachment D: Bus Driver or Driver Applicant Refusal to Submit to Testing (421-D), Attachment E: Pretest Notice (421-E), Attachment F: Notice of Results and Various Rights (421-F), Attachment G: Explanation of Positive Test Result (421-G), Attachment H: Acknowledgment Drug and Alcohol Testing Policy (421-H), Employee Right to Know - Exposure to Hazardous Substances (424), Health and Safety Protection (425), Subpoena of a School District Employee (443), Activities Council Advisory Committee (236), Student Immunization Requirements (530), Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), Maltreatment of Vulnerable Adults (535), Student Activities (540), and Prohibition of Harassment and Violence (570).

2007-2008 BUDGET REVIEW PRESENTATION: Nybladh provided a review of the 2007-2008 budget pointing out factors influencing the budget that include enrollment fluctuations and uncertainty, inadequate state and federal funding, rising operational costs, state/federal mandates, and the need to maintain a fund balance. Nybladh also reviewed the decision timeline for the 2007-08 Annual Operating Plan: Budget/Staffing.

The 2007-2008 preliminary budget process goals are to minimize increases in class sizes, minimize the impact on educational enhancements, minimize instructional staff reductions, balance the revenue shortfall with a fund balance reduction, and continue to position the district for the future.

The 2007-2008 preliminary budget assumptions are:

Revenue:

- o State formula allowance per pupil unit at \$5,073
- o Other state sources increase 2 percent
- o Two percent increase in federal funding

Expenditures:

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

The preliminary budget situation for 2007-2008 is as follows:

Projections:

Beginning Fund Balance	\$ 8,089,184
Revenues	\$49,914,825

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 26, 2007
PAGE 4**

Expenditures	\$51,644,286
Deficit	\$ (1,729,461)
Ending Fund Balance	\$ 6,359,723

Nybladh stated that deficit spending was not a sustainable activity and noted hopes of state and federal revenue enhancements and student enrollment growth and fear of continued lack of state and federal support, continued state and federal mandates, expenditure reductions, extraordinary inflation, and fund balance depletion.

Thompson arrived at 8:02 p.m.

2007-2008 PRELIMINARY STAFFING PLAN: Erickson moved, seconded by Dulski, to approve the 2007-2008 Preliminary Staffing Plan as presented. Motion carried 6-0

RESOLUTION FOR DISCONTINUING AND REDUCING PROGRAMS AND LICENSED POSITIONS: Dulski moved, seconded by Thompson, to approve the resolution directing administration to effect termination or reduction and non-renewal of licensed teacher programs as listed. Motion carried 6-0.

ELEMENTARY SCHOOL ATTENDANCE AREA REVISION: Nybladh stated the Elementary School Attendance Area Task Force Recommendation Report was completed on December 4, 2003. This task force report provided recommendations for elementary attendance areas and configurations based on the projection and current enrollment trends at that time.

Nybladh reported that throughout the school year, central office administrators and principals had held numerous meetings to discuss current and projected trends that may impact attendance area decisions and also reviewed the Recommendation Report and new demographic and school attendance information.

Nybladh pointed out that with the growth of housing and enrollment around the schools, it appears prudent to adjust the boundaries in a couple of areas to equalize enrollments and class sizes in each school. Nybladh reviewed the suggested changes in boundaries referencing two maps, one current and one revised. Nybladh advised that School Board action would be requested at the April 9 meeting.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 26, 2007
PAGE 5**

COMPREHENSIVE ARTS PLANNING PROGRAM 13 (CAPP) GRANT APPLICATION:

Ladwig moved, seconded by Thompson, to approve the grant application for the Comprehensive Arts Planning Program 13 (CAPP) and direct administration to complete the process. Motion carried 6-0.

COMMITTEE REPORTS: Brief reports were heard related to the Health/Safety/Wellness Committee and Community Education Advisory Council meetings and the Horizon Middle School Breakfast of Champions event. Dulski noted the Ellen Hopkins Family Fun Night was scheduled for March 30.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: None.

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

Carol Ladwig, Clerk



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.101

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: April 4, 2007
RE: Technology Plan

Dan Markert, Director of Informational Support and Gay Galles, Director of Media Services will present information to the School Board regarding the 3-year technology plan.

Attached is a portion of the report, specifically the sections on the assessment of the previous plan and the action plan for the next cycle. The entire plan is approximately 60+ pages in length and can be found at: www.moorhead.k12.mn.us/techplan.

LAK/kmr
Attachment

2007-2011 Technology Plan Summary Document

Evaluating the 2004-2007 Technology Plan

The Technology Plan Steering Committee completed the final evaluation of the 2004-2007 Technology Plan. We have observed teachers excited about delivering instruction in their classrooms in a unique way. They are using technology as the tool to deliver enriched curriculum using innovative methods that catch the students' attention.

Ninety percent of district teachers report that they perceive the Moorhead Area Public School district as a leader in its implementation and utilization of technology. Furthermore 96 percent of the district teachers expressed confidence in the district's technology support staff's competence.

Parental use of PowerSchool began in the 2002-03 school year. Currently on average 900 parents view their student's attendance, progress, and lunch account balance on a daily basis. Students login to check their real time status at an average of 2,000 unique hits per day.

In reviewing the 2004-07 Technology Plan, we found the following:

Benchmark	Evaluation
Increased collaboration between teachers and parents – e-mail, online newsletters, classroom Web sites, notification of daily activities of the student	Benchmark was met • 45% of our teachers are posting classroom information on their Web page. This figure is up from 15% in 2004.
Parents will have the option to pay activity, lunch and other fees online.	Benchmark in progress, but is expected to be met September 2007
Offer training through a variety of mediums such as face-to-face instruction, tutorials, self-paced learning through audio and video and online learning.	Benchmark was exceeded • 450 hours of technology training was offered in face-to-face hands-on format. • Atomic Learning online subscription has been renewed. • Print training materials have been created and posted for staff review. • 51% of elementary and 58% of secondary teachers reported attending six or more technology training sessions.
In-house video and television production program is in place and used by staff and students.	1. Benchmark was met at the high school as a TV production course established. 2. Benchmark is in progress at elementary and middle school sites. Benchmark expected to be met at K-5 schools September 2007 and at the middle school in Fall 2008.
SMART classroom equipment (Computer and DVD/VHS player connected to LCD projector) will be utilized on a weekly basis by 50% of the teachers.	Benchmark was met • 93% of secondary teachers report meeting the requirement • 82% of elementary teachers report meeting the requirement

75% of district's teachers will enter the technology innovator, early adopter or early majority stage on the continuum of technology initiative and implementation acceptance.	Benchmark was met <ul style="list-style-type: none"> • 87% of secondary teachers report meeting the requirement • 86% of elementary teachers report meeting the requirement
100% of the district teachers will use PowerSchool to report daily attendance at all sites and student lunch counts at the K-8 school sites.	Benchmark was met
100% of the district teachers will use PowerSchool to report student progress.	Benchmark was met <ul style="list-style-type: none"> • 100% of the secondary teachers use the electronic gradebook to report mid terms, final test and course grades. • 100% of the elementary teachers use the electronic gradebook to submit assessment data (i.e. QRI, DRA, DIBELS).
Establish a required number of hours of technology training for each employee per year.	Benchmark was replaced with other goals.
90% of committee agendas and minutes are e-mailed to committee members.	Benchmark has been replaced with other goals. Agenda/minutes are now posted online.

2007-2011 Technology Implementation Plan

Action Steps	Timeline for completion
Technology Integration with Curriculum and Instruction	
Students will understand their responsibilities as consumers and creators of the goods and services of a technology rich world.	Ongoing
Students will understand ethical and safety issues related to use of technology resources.	1. Fall 2007 initial training for students grades 6-12. 2. Ongoing incorporation into 6 th , 7 th , 8 th and 9 th grade curriculum
NETS standards and Minnesota standards will be incorporated into the curriculum.	Ongoing
Students with special needs will be provided access to the appropriate technology tools to be successful in the academic setting.	Ongoing as needs are assessed
Students will have access to textbook and supporting print materials in multiple formats (audio, ebook, braille, etc.) as outlined by NIMAS standard file format legislation.	Annual review of NIMAS accessible materials accompanying curriculum and textbook adoption process
Primary grade teachers and students will have access to age appropriate word processing software.	September 2007

Students and teachers will have access to additional digital cameras, camcorders and audio recording devices for project completion.	1. September 2007 2. Ongoing acquisition of additional equipment
--	---

Delivery of Media Services	
Evaluate and purchase additional online subscription databases to support student research.	Ongoing
Align MEMO Information Literacy Scope and Sequence with media center resources and classroom activities.	July 1, 2008
Library media specialists will be included in technology and information literacy related decisions as they pertain to selecting curriculum materials, team planning and appropriate use of technology and Internet resources for teaching and learning.	Current and ongoing
Library media specialists will serve as a point of contact in their school for staff training on the use of technologies.	Ongoing
Library media specialists will manage programming that will increase usage of in-house video distribution system. Anticipated activities are student news programs and specialized information sessions (student registration overviews, special events, etc.). Programming will be archived and accessible via the district's web site.	July 1, 2007
Library media specialists will implement Web 2.0 technologies in providing library media services.	July 1, 2008
Library media specialists will continue to improve and strengthen collaborations with organizations offering learning opportunities for students and staff through ITV and other online technologies as they emerge. Formal courses taken for high school credit as well as special event programming will be made available.	1. Ongoing 2. Implemented in select situations as funding allows
Library media specialists will improve and enhance technology related skills through in-district training and attendance at conferences to stay current with new technologies.	Ongoing

Increase/Improve Technology Access	
Access to content specific technologies – Web subscription databases, software, and hardware – will be made available to students and teachers.	1. Ongoing 2. Dependent on funding
Sufficient hardware will be provided in media centers and computer labs (wired & wireless) for student training and production activities – (i.e. word processing, Internet searching, video production, information literacy activities).	1. Hardware purchased each summer of the plan 2. Purchases will be dependent on funding
Minnesota Academic Standards, NETS standards, content area standards and technology "best practices" will drive decisions concerning the use of and purchase of technology in district classrooms.	Ongoing

Further installation of and enhancement of existing SMART classroom equipment installations will occur.	<ol style="list-style-type: none"> 1. Complete install of SMART equipment RRALC and WCRJC in summer 2007 2. Additional installations if practical and as budgets allow in select smaller instructional spaces 3. Begin the three-year phase of teacher requested SMART enhancements (i.e. personal response units, document cameras, interactive tablets and touch screens, sound field systems)
Windows desktop computer users will utilize an IMAP compatible e-mail client.	Summer 2007
Students and staff will be provided with the necessary resources to accomplish the district vision for technology.	Ongoing
Replace outdated computers (7+ years) with current computers per replacement schedule.	<ol style="list-style-type: none"> 1. Summer 2007 2. Ongoing

Administrative Support

Regularly and frequently assess district technology needs for management of testing and reporting, human resources, state reporting, financial management, and Web-based communication.	Ongoing
Establish criteria for appropriate technology solutions, evaluate available products and purchase appropriate software and hardware to meet defined requirements.	Ongoing as needs are identified and assessed. (Examples include food service POS, library automation upgrades as well as data warehouse implementation)

Professional Development

Support teachers through a structured, sequential technology training program and offer ongoing support in the management of technology resources within specific content areas as specified in the Minnesota Academic Standards.	Ongoing
Offer training through a variety of mediums such as face-to-face instruction, tutorials, self-paced learning through audio and video and online learning.	Ongoing
Identify and inform teachers about appropriate content specific technologies.	Ongoing
Instructional technology support staff (media specialists and integrationist) will stay abreast of recent developments in content specific resources for teachers through attendance at professional conferences, reading of professional publications, and a review of Web posted communications.	Ongoing
Training will be provided with a focus on specific content areas. Preference and emphasis of training content will coincide with the district's grade-level and department curriculum and textbook adoption cycle.	<ol style="list-style-type: none"> 1. Ongoing 2. Designated staff development days will be used 3. Workshops will be provided

	during paid staff time and before and after school
	4. Funds will be reserved to provide staff training on technology acquisitions purchased during the textbook adoption process.

Assessment	
Students will have access to complete computerized tests on workstations that meet the assessment providers' hardware and operating system recommendations.	Ongoing
Teachers and district administrators will have access to up-to-date historical assessment information via Web-based application (i.e. data warehouse).	Summer 2007

Online/Distance Learning	
Students and staff will interact with people and resources in other district schools, communities, states and countries to enhance the educational process with improved communication, problem solving and global understanding.	1. Expanded "live" ITV utilization -- ongoing 2. "Live" Interactive Web audio and video connections as appropriate
Students will have access to recorded classroom lectures/lessons via remote connection and/or download of archived interactive sessions.	1. Spring 2007 initial trial period 2. Ongoing as classroom technology allows
Students will have access to print materials in an online posted digital format as staff are trained to utilize the scanner features of the district copiers.	1. Spring 2007 initial pilot project 2. Ongoing training for all staff beginning Fall 2007

Parental Involvement and Communication Practices and Procedures	
Student and parent portal planning and development as time permits or need warrants.	Ongoing
Increased collaboration between teachers and parents – e-mail, online newsletters, classroom Web sites, PowerSchool progress entry.	Ongoing
eCommerce transactions available through secure portal accessible from district Website so parents can deposit lunch, activity and other fee payments via credit or debit card.	September 2007



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.113

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: April 3, 2007
RE: Literacy Collaborative

The attached information provides the background for establishing a Literacy Collaborative School. School teams from Robert Asp Elementary, Ellen Hopkins Elementary, and SG Reinertsen Elementary studied the model and participated in initial planning and training.

Robert Asp Elementary staff have indicated strong support and commitment for the program at the primary level. At this time, Robert Asp Elementary School, with leadership from Kevin Kopperud, is proposing to pilot the Literacy Collaborative Model for five years. District and building leadership will continually evaluate the effectiveness of the model, to include implementation of the model and student learning for further expansion within the school and district.

SUGGESTED RESOLUTION: Move to approve the Literacy Collaborative Pilot Program at Robert Asp Elementary School for five-years to begin in the 2007-08 school year with training of the Literacy Coordinator.

LAK/kmr
Attachment

WHAT IS THE LITERACY COLLABORATIVE® ?

What is the Literacy Collaborative?

The Literacy Collaborative is a long-term professional program designed to provide a comprehensive, school-wide approach to literacy instruction. The goal of this program is to raise the base of instruction for all students. First, the Literacy Collaborative developers provide a dynamic framework for literacy lessons that build connections between reading and writing. Second, the Literacy Collaborative participation develops local capacity by training a building-level literacy coordinator. The literacy coordinator then assists the elementary staff in learning how to teach for skills and strategies within the Literacy Collaborative framework.

What is the goal of the Literacy Collaborative?

The Mission of Literacy Collaborative

We will achieve universal literacy by developing, evaluating, and disseminating innovative research-based models: for the education of teachers; for the instruction of children; and for the implementation of comprehensive, innovative, school-based literacy programs. We are committed to a collaborative working and learning environment for our team. We provide avenues of learning together with literacy coordinators and trainers that enhance our capabilities to teach teachers and children.

Our collaborative brings together universities and elementary schools in a dynamic partnership focused toward educating teachers and children as inquirers and life-long learners. Teachers see all children as capable learners who have a right to the richness of literacy. The staff and members of the Literacy Collaborative are united in a combined effort to educate our richest resource—our children.

How do I learn more about the Literacy Collaborative?

The Literacy Collaborative at The Ohio State University offers a program titled **Team Planning**. Team Planning provides 6-8 representatives (teachers, faculty, principals, administrators, etc...) from your school with an overview of the Literacy Collaborative. Team Planning consists of five one-day sessions over a span of five months. During these five sessions, you will learn how to implement a framework for teaching reading, writing, and word study. You will develop a long-range plan for intensive professional development in your school. This plan may include joining the Literacy Collaborative network by training a primary or intermediate literacy coordinator. For more information, please contact us at:

807 Kinnear Road
Columbus, OH 43212
www.lcosu.com
1-800-678-6486
614-688-3980 (fax)

A FRAMEWORK FOR EARLY LITERACY LESSONS

The framework for early literacy lessons was developed through surveying the research and descriptive literature, examining research on language and literacy learning, and involving classroom teachers and Reading Recovery teachers in action research since 1984. The framework outlines below is intended to be a flexible organizing tool for classroom and Title 1 teachers who want to engage children in a variety of literacy experiences and refine their teaching moves. The value of each component depends on the organization and the effectiveness of teaching with it. In each component, teacher's observe children's responses carefully and draw their attention to powerful examples that illustrate critical processes.

Element	Values	Supporting Research and Descriptive Literature
1. Reading Aloud to Children The teacher reads aloud to the whole class or small groups. A carefully selected body of children's literature is used: the collection contains a variety of genre and represents our diverse society. Favorite texts, selected for special features are reread many times.	<ul style="list-style-type: none"> • Involves children in reading for enjoyment • Demonstrates reading for a purpose • Provides an adult demonstration of phrased, fluent reading • Develops sense of story • Develops knowledge of written language syntax • Develops knowledge of how texts are structured • Increases vocabulary • Expands linguistic repertoire • Supports intertextual ties • Through enjoyment and shared knowledge, creates community of readers • Makes complex ideas available to children • Promotes oral language development • Rereading establishes known texts to use as a basis for writing and other activities 	Adams (1990) Cochran-Smith (1984) Clark (1976) Cohen (1968) Durkin (1966) Goodman, Y. (1984) Green & Harker (1982) Hiebert (1988) Huck, Hickman, Hepler (1992) Ninio (1980) Pappas & Brown (1987) Schickedanz (1978) Wells (1985)
2. Shared Reading Using an enlarged text that all children can see, the teacher involves children in reading together following a pointer. The process includes: Re-reading big books Re-reading retellings Re-reading alternative texts Re-reading the products of interactive writing	<ul style="list-style-type: none"> • Explicitly demonstrates early strategies, such as word-by-word matching • Builds sense of story and ability to predict • Demonstrates the processes of reading extended text • Like reading aloud, involve children in an enjoyable and purposeful way • Provides social support for the group • Provides opportunity to participate, behave like reader • Creates a body of known texts that children can use for independent reading and as resources for writing and word study 	Holdaway (1979) Teale & Sulzby (1986) Martinez & Roser (1985) Pappas & Brown (1987) Rowe (1987) Snow (1983) Sulzby (1985)
3. Guided Reading The teacher works with a small group who are at about the same level in reading ability. The teacher selects and introduces new books and supports children reading the whole text to themselves, making teaching points during and after the reading.	<ul style="list-style-type: none"> • Provides the opportunity to read many texts and a wide variety of texts • Provides the opportunity to problem-solve while reading for meaning ("reading work") • Provides opportunity to use strategies on extended text • Challenges the reader and creates context for successful processing on novel texts • Provides opportunity to attend words in text • Teacher selection of text, guidance, demonstration, and explanation is available to the reader 	Clay (1991a & 1991b) Holdaway (1979) Lyons, Pinnell & Deford (1993) McKenzie (1986) Meek (1982) Routman (1991) Wong, Groth & O'Flahavan (1994)
4. Independent Reading Children read on their own or with partners from a wide range of materials. Some reading is from a special collection at their reading level.	<ul style="list-style-type: none"> • Provides opportunity to independently apply reading strategies • Provides time to sustain reading behavior • Challenges the reader to work on his/her own and to use strategies on a variety of texts • Challenges the reader to independently solve words while reading texts well within control • Through rereading, promotes fluency • Builds confidence through sustained, successful reading • Provides the opportunity for children to support each other while reading 	Clay (1991a) McKenzie (1986) Meek (1982) Taylor (1993) <i>Chart continued on next page.....</i>

Oral language is the foundation for all elements of the framework

5. Shared Writing Teacher and children work together to compose messages and stories, teacher supports process as scribe	<ul style="list-style-type: none"> • Demonstrates how writing works • Provides opportunity to draw attention to letters, words and sounds • Enables children's ideas to be recorded • Creates written language resources for the classroom 	McKenzie (1986) Goodman, Y. (1984) Holdaway (1976) Sulzby (1985)
6. Interactive Writing As in shared writing, teacher and children compose messages and stories which are written using a "shared pen" technique that involves children in the writing	<ul style="list-style-type: none"> • Demonstrates concepts of print, early strategies, and how words work • Provides opportunities to hear sounds in words and connect with letters • Helps children understand "building up" and "breaking down" processes in reading and writing • Provides opportunities to plan and construct texts • Increases spelling knowledge • Provides texts that children can read independently • Provides written language resources in the classroom 	Pinnell & McCarrier (1994) McCarrier & Patacca (1994)
7. Guided Writing and Writers' Workshop Children engage in writing a variety of texts. Teacher guides the process and provides instruction through mini-lessons.	<ul style="list-style-type: none"> • Demonstrates the process of writing, including composing, drafting, and editing. • Provides opportunity for explicit teaching of various aspects of writing • Provides for lessons in the forms of writing • Gives students the guidance they need to learn writing processes and produce high quality products 	Britton (1983) Calkins (1983; 1986) Graves (1983) Graves & Hansen (1983)
8. Independent Writing Children write on their own, including (in addition to stories and informational pieces) re-tellings, labeling, speech balloons, lists, etc.	<ul style="list-style-type: none"> • Provides opportunity for the independent production of written text • Provides chance to write for different purposes • Increases writer's ability to use different forms • Builds ability to write words and use punctuation • Fosters creativity and the ability to compose 	Bissex (1980) Clay (1975) Dyson (1982; 1988) Ferreiro & Teberosky (1982) Goodman, Y. (1984) Harste & Burke (1984)

Special attention to Letters, Words, and How They Work

Woven through the activities in the framework teachers have opportunities to help children notice and use letters and words; knowledge is further fostered through the use of alphabet centers and word walls.

Values

- Helps children become familiar with letter forms
- Helps children learn to use visual aspects of print
- Provides opportunities to notice and use letter that are embedded in text
- Provides opportunities to manipulate letters and make words
- Provides a growing inventory of known letters and words
- Helps children link sounds with letters and letter clusters

Supporting Research

Adams (1990)
Read (1970; 1975)
Schickedanz (1986)

Achieving Coherence through Extensions and Themes

Elements of the framework are integrated through the content of the curriculum. Teachers extend stories and link them together through art, drama, music, experiments, and mathematics activities. For example, children might make story maps, create a restaurant for daily dramatic play, make innovations on texts, plan their work with lists, write of observations of change in nature, compare several versions of a text, engage in an in-depth study on a particular subject, or take surveys and analyze the results. Literature is an integral part of the process.

- Provides opportunities to interpret texts in different ways
- Provides a way of revisiting a story
- Fosters collaboration and enjoyment
- Creates a community of readers
- Provides efficient instruction through integration of content areas

Documenting Children's Progress

Teachers systematically gather observational data over time to document the progress of individual children. Some formal assessments are used; data are aggregated to assess overall effects of the program.

- Provides information to guide daily teaching.
- Provides a way to track the progress of individual children.
- Provides a basis for reporting to parents.
- Helps a school staff to assess the effectiveness of the instructional program.

Home and Community Involvement

Parents participate in the school curriculum through receiving information, being welcomed in the school, participating in book making workshops, and receiving KEEP BOOKS for children to read at home.

- Brings reading and writing materials and new learning into children's homes.
- Gives children more opportunities to show their families what they are learning
- Increases reading and writing opportunities for children
- Demonstrates value and respect for children's homes



WHAT WORKS IN THE ELEMENTARY SCHOOL RESULTS-BASED STAFF DEVELOPMENT

JOELLEN KILLION

38



NATIONAL STAFF DEVELOPMENT COUNCIL

nea

NATIONAL EDUCATION ASSOCIATION

Literacy Collaborative

PROGRAM DESCRIPTION

CONTENT

- Literacy
- Student learning processes
- Literacy framework
- Working with adults
- Research and theory about literacy

The Literacy Collaborative, a comprehensive school reform model, is a broad-based cooperative effort designed to raise literacy achievement for all children across the elementary years. It works hand-in-hand with Reading Recovery by providing "good first teaching" using the framework for Early Literacy and Language Learning in grades K-2. The collaborative provides long-term professional development and systematic support for teachers as they take on new instructional approaches and expand their skills.

The Literacy Collaborative, a partnership across a number of universities and school districts, assists teachers to raise student achievement in three ways. First, it provides a framework of lessons that build connections between reading and writing in a balanced literacy program. Second, the collaborative develops local capacity by training building-level literacy coordinators who become on-site professional developers for at least five years. The literacy coordinators assist primary grade staff members to develop their knowledge and skills in teaching literacy skills and strategies in a formal year-long staff development program. The literacy coordinators also provide demonstration lessons, facilitate study groups, assist with problem solving, and coach individual teachers. Third, the Literacy Collaborative requires that Reading Recovery be available for at-risk 1st grade students. The strategic problem solving taught during Reading Recovery lessons is also taught in the classroom, ensuring consistency in instructional approaches.

PROGRAM CONTEXT

CONTEXT

- Wide range of schools throughout the country
- Wide range of students
- Economically disadvantaged students

The Literacy Collaborative has been implemented in numerous schools and districts throughout the country. The program has been implemented in over 500 schools in grades K-2, mostly in mid-sized or large urban school districts with diverse ethnic and economic populations and is now expanding to include grades 3-6 in over 80 schools.

STAFF DEVELOPMENT PROGRAM

Implementation of the Literacy Collaborative works within a five-year time frame that reflects the Concerns-Based Adoption Model (CBAM) and the standards set forth by the National Staff Development Council. The five-year program includes professional development for both the literacy coordinator and the school staff. During the first year literacy coordinators participate in intensive year-long training designed to expand their knowledge and deepen their understanding of teaching young children and working with adult learners. Literacy coordinators-in-training accomplish these two goals by attending training sessions and by daily teaching of the literacy block. They learn to assess where children and adults are in their learning and how to design instruction to move children and adults forward. The school staff, on the other hand, receives awareness training and observes in the literacy coordinator's classroom.

In the second year, the literacy coordinators receive ongoing support and simultaneously provide training for their primary grade colleagues including teachers of ESL and special needs students. The literacy coordinators also organize and facilitate the school's Literacy Leadership Team. A school may expand Literacy Collaborative into grades 3-6 by training an intermediate grades literacy coordinator.

In years three through five, the literacy coordinators continue training teachers. Literacy coordinators also continue to receive specialized training and support in years three through five. Teachers strive to make children's learning seamless by integrating language arts instruction with content area instruction.

the **BOTTOM LINE**



Literacy Collaborative is a comprehensive school reform program that begins with developing teachers' understanding of literacy, literacy learning, and student learning processes. As a model that builds the internal capacity of local teachers to sustain and continue change over time and to assume leadership roles in doing so, Literacy

Collaborative recognizes the importance of long-term support to schools and a long-term commitment to increase the chance that the program will outlast implementation issues.

PROCESS

- Coaching
- Demonstration teaching
- Training
- Observation
- Study groups
- Action research

INTENDED AUDIENCE

- Entire school faculties

EVIDENCE OF STUDENT ACHIEVEMENT

SUCCESS INDICATORS

- Reading tests
- Criterion-referenced tests
- Standardized tests

Nationwide, 51 of the more than 650 Literacy Collaborative schools had four or more years of longitudinal data at the end of the 2000-01 school year. Second grade cohorts from these schools showed an average of 6.8 NCE gains on the Gates-MacGinite Total Reading subtest, 4th edition. Thirty-nine of the 51 schools (78%) had increases ranging from 0.8 to 18.9 NCEs.

Other reported increases in student achievement occurred. In the annual site reports from schools participating in the project, the positive results are evident: student reading and writing skills in grades K-2 are increasing; skills students gain in grades K-2 serve as a firm foundation for grades 3-5; students with limited English proficiency are also benefiting from the Literacy Collaborative instructional strategies; teachers become better observers of students and their learning and use this information to make instructional decisions; and teachers interact with students differently in their classrooms.

PROJECT DIRECTOR

ANDREA MCCARRIER
Project Director
Literacy Collaborative
The Ohio State University
200 Ramseyer Hall
29 West Woodruff Avenue
Columbus, OH 43120



Phone: (614) 292-1752



Fax: (614) 292-7547



E-mail: mccarrier.1@osu.edu



Web site: www.lcosu.org

SAMPLE SITES

SITE #1

John Gibbons
Moseley Elementary School
25 Dartmouth Street
Westfield, MA 01085
phone: (413) 572-6360
fax: (413) 562-0796
e-mail: j.gibbons@mail.ci.westfield.ma.us
web site:
www.barnesairport.com/schools/moseley

SITE #2

Deborah Mayo
Hedges Elementary School
1716 Hedges Street
Mansfield, OH 44907
phone: (419) 525-6317
fax: (419) 525-6316
e-mail: DMayo.he@mansfield.k12.oh.us
web site: <http://mcsmail.mansfield.k12.oh.us/hedges/index.html>

SITE #3

Carla Frinsco
Pactolus Elementary School
3405 Yankee Hall Road 4
Greenville, NC 27834
phone: (252) 752-6941
fax: (252) 758-5817
e-mail: CarlaFrinsco@hotmail.com
web site:
<http://schools.eastnet.ecu.edu/pitt/pactolus>

SITE #4

Aliette Scharr
Hillcrest Elementary School
1010 East Concord Street
Orlando, FL 32803
phone: (407) 245-1770
fax: (407) 245-1779
e-mail: Scharra@ocps.net
web site:
www.Hillcrest.ocps.net

SITE #5

Donna Johnson
G.O. Bailey Elementary School
1430 Newton Drive
Tifton, GA 31794
phone: (229) 391-3767
fax: (229) 386-6540
e-mail: DGJohnson@tiftschools.com
web site: n/a

DOCUMENTATION

Literacy Collaborative 1999 research report. (1999). Columbus, OH: Literacy Collaborative at The Ohio State University.

Literacy Collaborative 2000 research report. (2000). Columbus, OH: Literacy Collaborative at The Ohio State University.

Literacy Collaborative 2001 research report. (2001). Columbus, OH: Literacy Collaborative at The Ohio State University.

Lyons, C., & Pinnell, G. (2001). *Systems for change in literacy education*. Portsmouth, NH: Heinemann.

Williams, E. J. (2002, Winter). The Power of data utilization in bringing about systemic school change. *Mid-Western Educational Researcher*, 15(1), 4-10.



Literacy Collaborative®:

**a Research-based Instructional Model
for Literacy Teaching and Learning**

The Ohio State University®

Overview

The Literacy Collaborative is a long-term professional development program designed to provide a comprehensive, school-wide approach to literacy instruction in the primary and intermediate grades. The goal of this program is to raise the level of achievement for all students. Participation in Literacy Collaborative helps schools meet this goal in four ways:

- Implementation provides a dynamic framework for systematic instruction that is explicitly taught during literacy lessons. These lessons are designed to build connections between reading and writing.
- Local capacity is developed by training literacy coordinators, both primary and intermediate, to assist staff in learning how to teach for skills and strategies within the Literacy Collaborative framework.
- Reading Recovery is guaranteed to be available for children in the first grade who are at-risk of reading failure.
- Instruction is aligned with federal guidelines and state curriculum standards.

Historical Perspective

The Literacy Collaborative began in 1986 when a group of Reading Recovery teachers from the Columbus Public Schools and staff from The Ohio State University formed a study group to look at more effective ways to teach children. In the ensuing years, they developed and refined the Literacy Collaborative framework for literacy lessons. During that time, OSU personnel also developed a delivery system for training school leaders called literacy coordinators. The first class of primary literacy coordinators was trained in 1993-1994.

To provide a comprehensive school reform model, The Ohio State University added the training of intermediate grade literacy coordinators in 2000.

Program Participation

Schools that participate in the Literacy Collaborative make a five-year commitment. This commitment includes training of a literacy coordinator, supporting the literacy coordinator as she/he works with teachers in the building, releasing the literacy coordinator half-time to coach teachers, and collecting data to monitor the progress of children during the implementation of the Literacy Collaborative in the building.

Framework

The Literacy Collaborative framework for literacy lessons consists of a number of elements that provide many opportunities for reading and writing. These opportunities include reading and writing across the curriculum. Teachers provide direct, research-based instruction to guide students in acquiring strategies for maintaining fluency, text comprehension, and vocabulary development. Phonemic awareness and phonics instruction are provided as students engage in reading, writing, listening, and speaking. Instruction moves from demonstration and explicit teaching, to guided practice, to independent problem solving.

Primary

Reading Instruction

- Interactive Read Aloud
- Shared Reading
- Guided Reading
- Independent Reading

Writing Instruction

- Interactive Writing
- Shared Writing
- Writing Workshop
- Independent Writing

Intermediate

Reading Workshop

- Independent Reading
- Guided Reading
- Literature Study

Writing Workshop

- Independent Writing
- Guided Writing
- Investigations

Language / Word Study

- Interactive Read Aloud
- Word Study
- Modeled or Shared Reading/Writing
- Readers' Theater/Process Drama
- Choral Reading
- Poetry Sharing/Response
- Interactive Edit/Vocabulary
- Test Reading & Writing

Skills and Strategies Taught During Reading & Writing

- Phonemic Awareness / Phonics
- Word Analysis / Spelling
- Handwriting
- Comprehension
- Fluency
- Vocabulary

Components

The principles on which the Literacy Collaborative operates are based on effective district, school, and teacher change and include components related to literacy learning and teaching, school-based leadership, professional development, and assessment and research.

Literacy Learning and Teaching Component

- **Theoretical Base** Research and theory regarding how children learn informs classroom practice. Teachers systematically observe students and use the knowledge they obtain to inform instruction.
- **Instructional Framework** Students learn literacy skills during reading and writing experiences that include language and word study, reading workshop, and writing workshop.
- **Flexible Grouping** Teachers work with both heterogeneous and homogeneous groups of students depending on the teacher's instructional purpose. When it is appropriate, for example, during reading aloud or writing workshop, teachers work with the entire class. At other times they meet with small groups or individual students.
- **Safety Net** First grade students needing more help receive one-to-one Reading Recovery tutoring and other supplemental instruction as provided by the school.
- **Home-School Connections** In the primary grades, a parent outreach program includes inexpensive little books called KEEP BOOKS® that children first read in school and then take home. Intermediate grade students extend their literacy learning at home through independent reading and writing.
- **Materials** The school must invest in three kinds of book collections: (1) Teachers must have access to carefully selected children's books that can serve as springboards for literacy activities. (2) There must also be an adequate supply of leveled books housed in a central location for teachers to use in guided reading lessons. (3) Teachers need a set of professional books to use as resources.

School-Based Leadership Component

- **Commitment** School leaders pledge a five-year commitment to the training and participation of the staff. To reach full implementation of Literacy Collaborative, the school must invest in the training of a primary and/or an intermediate literacy coordinator.
- **School Leadership** A trained literacy coordinator works with a literacy team composed of classroom teachers, a Reading Recovery teacher, Title I teacher, reading specialist, special education teacher, and school principal to develop and implement a local plan to support professional development.

Professional Development Component

- **Staff Development** Teachers participate in a long-term professional development program that integrates theory and practice and is conducted by a specially trained literacy coordinator who is based in the school.
- **Staff Support** Literacy coordinators offer long-term support to the staff through study groups, in-class demonstration lessons, and coaching.
- **Professional Development of Literacy Coordinators** Literacy coordinators in-training participate in a year-long course that includes 7 to 8 weeks of training at OSU. After their initial year of training, literacy coordinators attend yearly professional development institutes.

Assessment and Research Component

- **Reflective Practice** Teachers continually reflect on the effectiveness of their teaching through discussions, videotaped analysis, and systematic observation of students' progress.
- **Systematic Assessment** Both formal and informal measures are used to monitor student progress. In the primary grades, these measures include tasks found in *An Observation Survey of Early Literacy Achievement* (Clay 1993), running records of text reading, and standardized tests. Teachers use the information gathered to inform their instruction. Intermediate grade teachers base instruction on formal measures, such as *Six Traits Writing Rubric*, and informal measures, like individual reading and writing conferences with students, and student reading of classroom benchmark books.
- **Research and Development** A five-year data collection program analyzes changes in students' literacy learning and evaluates school change over time.

Implementation

Participation in the Literacy Collaborative represents a long-term commitment to reshaping literacy education in a school or district. Implementation takes place in four phases. For each phase, local planning and decision making is required. The following list is accomplished with literacy coordinator support, school-based literacy team input, and staff participation.

Phase 1 Awareness and Planning

- Investigate models for teaching and professional development.
- Achieve broad ownership.
- Develop a local plan.
- Submit an application.

Phase 2 Literacy Coordinator Training and Start-Up

- Train an in-school leader called a literacy coordinator for primary and/or a literacy coordinator for intermediate grades, with each continuing to teach children at the appropriate level.
- Create a school-based literacy team made up of classroom teachers, a Reading Recovery teacher, Title I teacher, reading specialist, special education teacher, and principal who collaborate to provide leadership for the program.
- Provide awareness sessions to capture teachers' interest.
- Begin to build a school book collection.
- Introduce personnel to the framework.
- Collect baseline data.

Phase 3 School-Level Implementation

- Provide a year-long professional development course.
- Provide demonstrations, coaching, and analysis of teaching.
- Purchase more books for reading aloud, guided reading, and professional development.
- Begin a home outreach program with the use of KEEP BOOKS.
- Collect and analyze data.

Phase 4 Refinement

- Continue professional development.
- Provide ongoing support to staff members.
- Develop program for the intermediate grades.
- Add to the book collections.
- Continue the home outreach program with the use of KEEP BOOKS.
- Collect and analyze data.



Training

The Literacy Collaborative staff development model builds school capacity by training primary and/or intermediate literacy coordinators to work with teachers at their respective grade levels.

Literacy Coordinator

During Phase 2 of implementation, literacy coordinators are trained at Ohio State while simultaneously implementing the Literacy Collaborative framework in their classrooms.

In the training year (Phase 2), the literacy coordinator

- attends 7-8 weeks of training at OSU (spaced across the calendar year)
- teaches children for at least a half day each day at primary or intermediate levels using the Literacy Collaborative framework
- participates in locally-held guided meetings
- videotapes and analyzes his/her teaching during literacy lessons
- gathers baseline data
- provides awareness sessions

In the implementation year (Phase 3), the literacy coordinator

- provides a year-long professional development course for primary or intermediate teachers in one school
- demonstrates and coaches in classrooms in the Literacy Collaborative school
- continues teaching children for at least a half day every day at either the primary or intermediate levels
- attends all on-going professional development provided by Literacy Collaborative
- gathers and analyzes data

In Phase 4 and beyond, the literacy coordinator

- provides continued professional development and classroom support for participating teachers in the Literacy Collaborative school
- teaches children for at least a half day each day using the Literacy Collaborative framework
- trains teachers new to the school

Classroom Teacher

Classroom teachers and other members of the literacy team participate in training provided by their primary or intermediate literacy coordinator. Program participants:

- join a year-long study group led by the literacy coordinator
- videotape and reflect on their teaching of reading and writing
- work with the literacy coordinator to refine teaching practices in their classrooms
- collect, analyze, and use data to inform instruction

District-Level Trainer of Literacy Coordinators

A program to train district-level literacy coordinators at The Ohio State University is available. More information can be obtained upon request.

Literacy Collaborative University Training Centers

Literacy Collaborative at The Ohio State University

807 Kinnear Road, Columbus, Ohio 43212

Contact: Andrea McCarrier

Phone (614) 292-1759 ■ Fax (614) 688-3980

Georgia State University

ECE Reading Recovery/Literacy Collaborative

P.O. Box 3978

Atlanta, Georgia 30303-3978

Contact: Susan Taylor

Phone: (404) 651-1216

Fax: (404) 651-4356

Lesley University

1815 Massachusetts Avenue

Suite 378

Cambridge, Massachusetts 02140

Contact: Tara DeLeo

Phone: (617) 349-8424

Fax: (617) 349-8490

Purdue University

100 North University Street

West Lafayette, Indiana 47907

Contact: Sarah Mahurt

Phone: (765) 494-9750

Fax: (765) 496-1622

Literacy Collaborative is a dynamic combination of research-based approaches to literacy teaching and professional development. These approaches, along with training models, are refined and changed over time as informed by on-going research.

.....visit our website at www.lcosu.org

Literacy Collaborative
Robert Asp Elementary School
Pilot Project
April 9, 2007

Why are Robert Asp and Moorhead Schools
interested in the Literacy Collaborative?

- Staff expressed concern over not being able to meet individual needs of each student. Student abilities were more diverse.
- 57% of students come to kindergarten below grade level on district assessment.
- Robert Asp Staff wants to be proactive in looking at comprehensive school reform models.
- Literacy Collaborative -The Ohio State University
- Interest and commitment at the primary level showed overwhelming support.

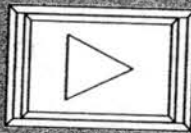
Literacy Collaborative Schools

- ▣ Thief River Falls
- ▣ Detroit Lakes
- ▣ Alexandria
- ▣ Perham
- ▣ Brainerd
- ▣ Richfield Schools
- ▣ Yellow Medicine East

What is the Literacy Collaborative?

- Balanced Literacy Program
 - Reading
 - Writing
- Long Term Professional Development
- Coaching model

Presentation from The Ohio State University



Primary Model

- Literacy Coordinator, to be determined
- Kindergarten, 1st Grade, 2nd Grade
- Learner Support Staff Teachers
- Coaching through Literacy Coordinator
- Training of Literacy Coordinator 07-08
- 40 Hours of training in 08-09
- 20 Hours of training in 09-10
- 10 Hours of training in 10-11 and after

COSTS FOR PRIMARY LITERACY COLLABORATIVE 2008

Expenses	Year 1	Year 2	Ongoing
Instructional Fees, Materials, Affiliation	\$25,250	NA	NA
Affiliation, PD Fee, Site Visits	\$260	\$2,800	\$2,100
Related Expenses Trainer expenses, Coordinator Travel Expenses	\$3,700	\$1,900	\$1,300 - \$900
Approximate total: Funded with Staff Development, Title I, II, other grants and Special Education funding	\$29,210	\$4,700	\$3,400

Appendix I: Responsibilities of a Literacy Coordinator

Year 1: Literacy Coordinator Training

1. Attend seven weeks of intensive training from Summer 2007 through Summer 2008.
2. Enroll for nine (9) hours of graduate credit from The Ohio State University.
3. Attend and successfully complete assignments associated with training.
4. Videotape literacy lessons as assigned. Reflect on videotaped lessons and send/bring the videotapes and the written reflections to OSU.
5. Successfully complete all course work.
6. Implement The Ohio State University Literacy Collaborative Primary Framework in the same classroom for at least two and one-half hours per day, five days per week.
7. Collect and maintain data on children in accordance with The Ohio State University Literacy Collaborative guidelines for evaluation.

Year 2: Field Year

1. Develop and implement a four-year staff development program for primary grade teachers within one building.
 - a. During Years 2 and 3, teach a course for **primary teachers** (40 contact hours during Year 2; 20 contact hours during Year 3; 10 contact hours during Years 4 and 5); and
 - b. Arrange a schedule to coach all teachers who are members of the class.
2. Work with children in a regular classroom setting for at least two and one-half hours per day, five days per week, implementing primary Literacy Collaborative framework.
3. Make presentations on the program to interested groups, including parents and the board of education.
4. Continue data collection and evaluation in accordance with the district and primary Literacy Collaborative guidelines.
5. Attend the bi-annual National Institute for Primary Literacy Coordinators.
6. Attend six days professional development sponsored by Literacy Collaborative at The Ohio State University. In odd-numbered years, attendance at the National Institute will replace 3 of the 6 days of professional development.

Years 3-5

1. Continue staff development as described in the Literacy Collaborative Standards.
2. Work with children on a daily basis implementing The Ohio State University Literacy Collaborative Framework.
3. Continue data collection and evaluation in accordance with the district and The Ohio State University Primary Literacy Collaborative guidelines.
4. Attend the bi-annual National Institute for Primary Literacy Coordinators held at The Ohio State University in fall of odd-numbered years.
5. Attend six days professional development sponsored by Literacy Collaborative at The Ohio State University each year following the training year. Attendance at the National Institute will replace 3 of the 6 days of professional development in odd-numbered years.

Evaluation Plan Sample

	Fall	Winter	Spring	Summer
Year 1 (Training Year)		Literacy Coordinator: • Receives initial training in Literacy Collaborative program evaluation. • Trains School Literacy Team in developing an evaluation plan.	School Literacy Team: • Develops an evaluation plan using "Developing an Evaluation Plan" PowerPoint for support (www.lcresearch.org).	Literacy Coordinator: • Submits evaluation questions and plan to university or district training site (July 1 st).
Year 2 (Field Year)	School Literacy Team: • Reviews evaluation questions and plan. • Plans for current year data collection. • Collects data based on the evaluation plan.	School Literacy Team: • Collects data based on the evaluation plan.	School Literacy Team: • Collects data based on the evaluation plan. • Reviews and analyzes data. • Writes an Annual School Report that presents assessment data graphically using "Writing an Annual School Report" PowerPoint for support (www.lcresearch.org).	Literacy Coordinator: • Submits Annual School Report to university or district training site (July 1 st). The Annual School Report includes the school's evaluation plan.
Year 3 & Beyond	School Literacy Team: • Reviews evaluation questions and plan. • Modifies evaluation questions and plan if necessary. • Plans for current year data collection. • Collects data based on the evaluation plan.	School Literacy Team: • Collects data based on the evaluation plan.	School Literacy Team: • Collects data based on the evaluation plan. • Reviews and analyzes data. • Writes an Annual School Report that presents assessment data graphically using "Writing an Annual School Report" PowerPoint for support (www.lcresearch.org).	Literacy Coordinator: • Submits Annual School Report to university or district training site (July 1 st). The Annual School Report includes the school's evaluation plan.

Literacy Collaborative

- Comprehensive School Reform Model
- Intensive, strategic long-term staff development
- Developing local capacity for sustained staff development
- Teaching for strategies to build independent problem solvers and learners



Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.081

TO: School Board

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

DATE: April 2, 2007

RE: Approval of Policy

Attached please find the policy, School Board Policy Development, Adoption, Implementation, and Review (221).

Suggested Resolution: Move to approve the policy, School Board Policy Development, Adoption, Implementation, and Review (221), as presented.

LPN:mde
Attachment

57

Board Policies

School Board Policy Development, Adoption, Implementation, and Review

School Board Policy: 221

Section: 200 SCHOOL BOARD

Date Adopted: 8/27/2001

Date Revised:

Dates Reviewed: 10/27/2003
5/9/2005

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy making role of the Moorhead ~~s~~School ~~b~~Board to provide guidance on the ongoing structured review of policy and to clarify the responsibility of the school administration for implementation of Moorhead ~~s~~School ~~b~~Board policy.

II. GENERAL STATEMENT OF POLICY

A. Formal guidelines are necessary to ensure our school community and the Moorhead Area Public School system respond to its mission and operate in an effective, efficient and consistent manner. Therefore, a set of written policy statements shall be maintained and modified as needed. These policies define the desire and intent of the Moorhead School Board and are to be in a format which is sufficiently explicit to guide administrative action.

B. It shall be the responsibility of the Moorhead Area Public Schools Superintendent to implement ~~s~~School ~~b~~Board policy and to recommend additions or modifications as needed. The administration is authorized to develop guidelines and directives to implement ~~s~~School ~~b~~Board policies. These guidelines and directives shall not be inconsistent with said policies. These written procedures shall be reviewed along with the School ~~b~~Board policies they are intended to implement.

C. Employee and student handbooks shall be subject to an annual review and approval by the Moorhead School Board. ~~School principals~~ Building administrators and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the Superintendent to assure compliance with ~~s~~School ~~b~~Board policy before presenting to the ~~s~~School ~~b~~Board for approval.

III. DEVELOPMENT OF POLICY

A. The Moorhead School Board has the jurisdiction to legislate policy for the Moorhead Area Public School district with the force and effect of law. School ~~b~~Board policy provides the general direction as to what the ~~s~~School ~~b~~Board wishes to accomplish while delegating implementation of the policy to administration.

B. The ~~s~~School ~~b~~Board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The ~~s~~School ~~b~~Board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a ~~s~~School ~~b~~Board member, employee, student or member of the school district. Proposed policies or ideas shall be submitted to the ~~s~~Superintendent for review prior to possible placement on the ~~s~~School ~~b~~Board agenda.

IV. ADOPTION OF POLICY

A. Moorhead School Board will give notice of proposed policy changes or adoption of new policies by placing the item on the agenda for discussion at two ~~s~~School ~~b~~Board meetings. The policy changes shall be reviewed by the district's Policy Review Committee if possible before placing them on the School ~~b~~Board agenda. Proposals will be distributed and ~~s~~School ~~b~~Board and public comment will be allowed at both meetings prior to final ~~s~~School ~~b~~Board action.

B. The final action taken to adopt proposed new policies or revised policies shall be by simple majority vote of the

sSchool bBoard subsequent to the second meeting. The policy will become effective on the date the policy is adopted or a date stated in the motion, whichever is later.

C. In case of an emergency or due to legislative, legal or state department required modifications or time lines in which the sSchool bBoard has no control, a new or modified policy may be adopted by a majority vote of a quorum of the sSchool bBoard. A statement regarding the need for immediate adoption of the policy shall be included in the minutes. The sSchool bBoard has the discretion to determine what constitutes an emergency situation.

V. IMPLEMENTATION OF POLICY

A. It shall be the responsibility of the ~~Moorhead~~ sSuperintendent to implement Moorhead sSchool bBoard policies and to develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval of the sSchool bBoard.

B. Paper copies of the policy manual are to be maintained by the sSchool bBoard chair, sSchool bBoard clerk and ~~district~~ sSuperintendent. Moorhead sSchool bBoard members, employees and the public will be able to access the policy manual at the district's Web site (www.moorhead.k12.mn.us). It shall be the responsibility of the sSuperintendent, School bBoard secretary, individual sSchool bBoard members, and others designated by administration to keep the policy manuals current.

C. When there is no Moorhead sSchool bBoard policy in existence to provide guidance on a matter, the Superintendent ~~of Moorhead Area Public Schools~~ is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the sSuperintendent shall advise the sSchool bBoard of the need for a policy and present a recommended policy to the sSchool bBoard for approval.

VI. POLICY REVIEW

A. Moorhead sSchool bBoard policies will be reviewed at least once every four years. Administrative procedures supporting those policies will be reviewed at the same time. The Moorhead Policy Review Committee when possible will review and make recommendations to current policy as they come forward for periodic review. Their recommendations will be brought forward to the sSchool bBoard by the sSuperintendent.

Legal References:

Minnesota Statute 123B.02 Subd. 1 (School District Powers)
Minnesota Statute 123B.09 Subd. 1 (School Board Powers)
Minnesota Statute 123B.143 (Superintendent)

Cross References:

Moorhead School Board Policy 201: School Board Legal Status
Moorhead School Board Policy 233: Policy Review Committee
Moorhead School Board Policy 310: School Superintendent



Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.082

TO: School Board

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

DATE: April 2, 2007

RE: Approval of Policy

Attached please find the policy, Employee Drug and Alcohol Testing (421).

Suggested Resolution: Move to approve the policy, Employee Drug and Alcohol Testing (421), as presented.

LPN:mde
Attachment

Board Policies

Employee Drug and Alcohol Testing

School Board Policy: 421

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 12/12/1994

Date Revised: 12/9/2002

Dates Reviewed: 5/11/1998
12/9/2002

I. PURPOSE

A. The Moorhead ~~s~~School ~~b~~Board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The ~~s~~School ~~b~~Board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. It is the belief of the Moorhead ~~s~~School ~~b~~Board that a work environment free of drug and alcohol use will not only be safer, healthier, and more productive, but will also be more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the ~~s~~School ~~b~~Board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. 181.950 through 181.957.

II. GENERAL STATEMENT OF POLICY

A. All Moorhead Area Public ~~s~~School ~~d~~District employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. 181.950-181.957.

B. The Moorhead Area Public ~~s~~School ~~d~~District may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. 181.950 through 181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property. (Refer to Article IV, Section C for additional definitions.)

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy.

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana, cocaine, amphetamines, opiates (including heroine), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the Evidential Breath Testing Device (EBT).
24. "Commercial motor vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.
6. "DOT" means United States Department of Transportation.
37. "Driver" includes full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
48. "Evidential Breath Testing Device" (EBT) means an EBT approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration.
59. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving laboratory results generated by the school district's drug testing program who has knowledge of substance abuse disorders and appropriate medical knowledge and training to interpret and evaluate an individual's positive test result together with that individual's medical history and any other biomedical information.
10. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the Medical Review Officer or the Designated Employer Representative; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to sign the certification on the forms); or (i) is reported by the Medical Review Officer as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.
611. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
12. "Stand Down" means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before a Medical Review Officer completes the verification process.

713. "Screening Test Technician" (STT) means anyone meeting the requirements for a BAT who may act as an STT, provided that the individual has demonstrated proficiency in the operation of non-evidential screening devices (approved for use in lieu of EBTs to perform screening tests).

814. "Substance Abuse Professional" (SAP) means a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or a certified addiction counselor with the knowledge and clinical experience in the diagnosis and treatment of alcohol, controlled substances, and related disorders. For additional definitions, see Article IV, Section C.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures (421.1) to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a Commercial Motor Vehicle (CMV).
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; ~~is suspected;~~ and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistant program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require a school district to obtain a signed statement from each driver certifying that he or she has received a copy of these materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the Medical Review Officer (MRO), the Breath Alcohol Technician (BAT), the Substance Abuse Professional (SAP), and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who tests greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No drivers shall be on duty or operate a Commercial Motor Vehicle (CMV) while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety- sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct. No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least 24 hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04, but may take action otherwise consistent with law and policy of the school district.

G. Prescription Drugs. A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a Commercial Motor Vehicle (CMV).

H. Testing Requirements

1. Pre-Employment Testing

a. A driver applicant shall undergo testing for controlled substances before the first time the driver performs safety sensitive functions for the school district.

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or ~~greater~~ higher, or verified positive results for controlled substances, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), and any SAP referrals, within the preceding two (2) years.

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

2. Post-Accident Testing

a. As soon as practicable following an accident involving a Commercial Motor Vehicle (CMV), the school district shall test the driver for alcohol and controlled substances if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to

submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. Random Testing

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

b. The school district shall test for alcohol at a minimum annual percentage rate of ~~25~~ 10% of the average number of driver positions, and for controlled substances, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

~~de.~~ Drivers shall proceed immediately to the collection site upon notification of selection, provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test, and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return-To-Duty Testing

A driver found to have violated this policy shall not return to work until a Substance Abuse Professional has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of

controlled substances.

6. Follow-Up Testing

When a Substance Abuse Professional (SAP) has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Consent to Testing

~~Each driver and driver applicant tested under this policy will be requested to sign a consent form in the form of Attachment C at the specimen collection site which authorizes the taking of the sample and the release of the results to the proper authority.~~

8. Right to Refuse and Attendant Consequences

a. A driver or driver applicant ~~has the right to~~ may refuse to undergo drug and alcohol testing.

b. ~~Refusal to submit to testing means the employee or applicant (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice to report for the test; (2) fails to provide adequate urine for a controlled substances test without a valid medical explanation after he/she has received notice to report for the test; or (3) engages in conduct that clearly obstructs the testing process.~~ a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 U.S.C 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

~~e. Refusal to submit to testing will establish a presumption that the driver or driver applicant would test positive if a test were conducted and, therefore, the driver or driver applicant is subject to discipline or disqualification under this policy.~~

~~dc.~~ A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally-offered position.

~~ed.~~ An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. ~~The employee will be evaluated by a SAP and must submit to a return-to-duty test prior to being reassigned to safety-sensitive functions. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by a Substance Abuse Professional and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.~~

~~fe.~~ Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment ~~D~~ C.

I. Testing Procedures

1. Controlled Substances Drug Testing.

a. ~~Controlled substances~~ Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink ~~not more than 24~~ up to forty (40) ounces of fluid ~~and, after a distributed reasonably throughout a period of not more than two (2) up to three (3) hours, again to attempt to provide a sample.~~ If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The ~~MRO~~ Designated Employer Representative shall refer the donor for a medical evaluation to determine if the donor's inability

to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect not to have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the Medical Review Officer (MRO) by the testing laboratory. The MRO reports the results to the ~~school district~~ Designated Employee Representative. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test results. The MRO shall notify each donor that the donor has seventy-two (72) hours in which to request a test of the split specimen at the donor's expense.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the Medical Review Officer (MRO) shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services-SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, or inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that there is a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether there is an acceptable medical reason for the positive result. The MRO shall confirm and report a positive test result to the ~~school district~~ Designated Employer Representative when there is no legitimate medical reason for a positive test result as received from the testing laboratory.

e. If, after making reasonable efforts and documenting those efforts, the Medical Review Officer (MRO) is unable to reach the donor directly, the MRO must contact the ~~school district~~ Designated Employee Representative (DER) who will direct the donor to contact the MRO. If the ~~school district~~ DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results; or

(2) The donor has not contacted the MRO within ~~five (5) days~~ seventy-two (72) hours of being instructed to do so by the ~~school district~~ DER.

(3) The Medical Review Officer and the Designated Employee Representative, after making and documenting all reasonable efforts, have not been able to contact the donor with ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

a. The federal alcohol testing ~~rules~~ regulations require breath testing to be administered by a Breath Alcohol Technician (BAT) using an Evidential Breath Testing Device (EBT) or an Alcohol Screening Device (ASD). EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration.

b. Any result less than 0.02 breath alcohol concentration (BAC) is considered a "negative" test. ~~If the alcohol concentration is 0.02 or greater, a second confirmatory test is required to be performed.~~

c. If the donor attempts and fails to provide sufficient saliva for an Alcohol Screening Device, the Designated Employer Representative will immediately arrange to use an Evidential Breath Testing Device. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. ~~For initial screening test, non-evidential test devices are approved. The school district may use these devices for screening purposes, and the STT will perform the test. If the device shows alcohol concentration of greater than 0.02, a~~

~~confirmatory test conducted on an EBT will be required within 15-20 minutes.~~ If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an Evidential Breath Testing Device will be required to be performed between 15 and 30 minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the Designated Employer Representative ~~school district's testing program manager.~~

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances, have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

~~a. the employee refuses to meet with the SAP for the purpose of an evaluation for alcohol and/or controlled substance use/abuse and recommendations for an educational/counseling or treatment programs;~~

~~b. the employee fails to enter the recommended program, or fails to successfully complete the program; or~~

~~c. the employee fails a return to duty test for alcohol or controlled substances following the evaluation or successful completion of the recommended program, or the subsequent unannounced follow-up alcohol and controlled substances testing.~~

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the Substance Abuse Professional; and

b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

c. This limitation on employee discharge does not bar discharge of a employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be Medtox, Inc. - 402 W. County Road D, St. Paul, Minnesota 55112 (612) 636-7466 - which is a laboratory certified by the Department of Health and Human Services-SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records - 5 years

"Basic Records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers - 3 years

Collection and training records - 2 years

Negative and canceled ~~controlled substance~~ drug tests- 1 year

Alcohol tests with less than 0.02 concentration - 1 year

Education and training records - indefinite

3. The school district shall also maintain an annual calendar year summary of the results of required testing.

N. Training

The school district shall designate certain employees to make determinations of reasonable suspicion. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substance use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicions.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of Substance Abuse Professionals readily available to the driver or applicant and acceptable to the school district.†

~~i. Shall be advised of resources available for evaluating and resolving problems associated with misuse of alcohol and drugs.~~

~~ii. Shall be evaluated by a SAP, who shall determine what assistance, if any, the driver needs.~~

~~iii. Must undergo return-to-work testing before returning to duty.~~

~~b. If the driver is identified as needing assistance for resolving drug/alcohol problems and is referred to rehabilitation, the SAP will evaluate him or her to determine that the driver has followed the rehabilitation program. The driver will be subjected to unannounced follow-up testing.~~

~~c. The requirements of this paragraph regarding Referral, Evaluation, and Treatment do not apply to driver applicants who refuse to submit to a required test or who have a confirmed positive test result for controlled substances or for alcohol with a concentration of 0.04 or greater.~~

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by a Substance Abuse Professional (SAP) and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide a SAP evaluation or any subsequent recommended education or treatment.

c. Drivers are responsible for payment for Substance Abuse Professional evaluations and services unless a collective

bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minn. Stat. 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

(Continued)

Board Policies

Employee Drug and Alcohol Testing -- Continued

School Board Policy: 421

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 12/12/1994

Date Revised: 12/9/2002

Dates Reviewed: 5/11/1998
12/9/2002

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., non-school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of Commercial Motor Vehicles (CMVs) who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory which participates in one of the programs listed in Minn. Stat. 181.953, Subd. 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer which is contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require only employees in safety-sensitive positions to undergo drug and alcohol testing on a random selection basis. Safety-sensitive positions subject to this policy are identified on Attachment H of this policy.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale or transfer of drugs or

alcohol while the employee is working or while the employee is on the school district premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minn. Stat. 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than one annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes.

2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for compensation, either full-time or part-time, in whatever form, except for persons whose positions require a commercial driver's license, for the school district, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III).

5. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. 181.953, Subd. 1.

6. "Random selection basis" means a mechanism for selection of employees that:

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

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

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

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

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

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

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

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 employees of Moorhead Area Public Schools shall be responsible for reporting pursuant to this section.

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. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.

~~DE~~. The oral report shall be made 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.

~~EF~~. 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.

~~FG~~. 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.

~~GH~~. 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.

~~HI~~. 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.

H. 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).

K. 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).

L. 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. 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. 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.

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.

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.

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.

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 Government Data Practices Act, Minn. Stat. Chapter 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

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 ~~www~~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



Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.089

TO: School Board

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

DATE: April 2, 2007

RE: Approval of Policy

Attached please find the policy, Maltreatment of Vulnerable Adults (535).

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

LPN:mde
Attachment

Board Policies

Maltreatment of Vulnerable Adults

School Board Policy: 535

Section: 500 STUDENTS

Date Adopted: 8/26/2002

Date Revised: 12/12/2005

Dates Reviewed: 4/12/04

5/9/2005

12/12/2005

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

III. DEFINITIONS

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

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

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

D. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of

forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minnesota Statute 626.5572, Subd. 2.

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

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

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

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

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

IV. REPORTING PROCEDURES

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

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

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

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

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

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

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity

designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

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

~~B.~~ The Moorhead Area Public Schools will inform employees of this policy through the employee handbook and staff meetings at the beginning of the year.

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

Legal References:

Minnesota Statute 609.234 (~~Failure to Report Crimes Against the Person~~)

Minnesota Statute 626.556 (Reporting of ~~Maltreatment of Minors~~ Child Neglect)

Minnesota Statute 626.557 (Reporting of Maltreatment of Vulnerable Adults)

Minnesota Statute 626.5572 (Definitions)

Minnesota Statute 13.02 (Collection, Security and Dissemination of Records; Definitions)

Cross References:

Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity

Moorhead School Board Policy 414: Employee Public and Private Personnel Data

Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse

Moorhead School Board Policy 603: Special Education Policies and Procedures



Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.090

TO: School Board

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

DATE: April 2, 2007

RE: Approval of Policy

Attached please find the policy, Student Activities (540).

Suggested Resolution: Move to approve the policy, Student Activities (540), as presented.

LPN:mde
Attachment

Board Policies

Student Activities

School Board Policy: 540

Section: 500 STUDENTS

Date Adopted: 8/26/2002

Date Revised: 6/13/2005

Dates Reviewed: 6/13/2005

I. PURPOSE

The purpose of this policy is to inform students, employees and the community about Moorhead Area Public Schools' policy related to the student activity program.

II. GENERAL STATEMENT OF POLICY

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program in providing students with additional opportunities for growth and development.

III. DEFINITIONS

Cocurricular activities means school sponsored and directed activities designed to provide opportunities for pupils to participate, on an individual or group basis, in school and public events for the improvement of skills. Cocurricular activities are not offered for school credit, cannot be counted toward graduation and have one or more of the following characteristics:

- (a) They are conducted at regular and uniform times during school hours, or at times established by school authorities;
- (b) Although not offered for credit, they are directed or supervised by instructional staff in a learning environment similar to that found in courses offered for credit;
- (c) They are partially funded by public monies for general instructional purposes under direction and control of the Moorhead School Board.

Extracurricular activities means all direct and personal services for pupils for their enjoyment that are managed and operated under the guidance of an adult or staff member. The School Board shall allow all resident pupils receiving instruction in a home school as defined in Minnesota Statute section 123B.36, subdivision 1, paragraph (a), to be eligible to fully participate in extracurricular activities on the same basis as public school students.

Extracurricular activities have the following characteristics:

- (1) they are not offered for school credit nor required for graduation;
- 2) they are general conducted outside school hours, or if partly during school hours, at times agreed by the participants, and approved by school authorities.

IV. RESPONSIBILITY

A. All students who participate in school sponsored activities are expected to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities.

B. All spectators at school sponsored activities, including parents, employees, and other members of the public are expected to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal or unsportsmanlike behavior at these activities or events.

C. It shall be the responsibility of the Superintendent or designee to disseminate information needed to inform students, parents, staff and the community of the opportunities available within the school activity program and the rules of participation.

D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. It shall be the responsibility of those employees who conduct MSHSL activities to familiarize students and parents with all applicable rules, penalties, and opportunities.

E. The Superintendent or designee shall be responsible for conducting an annual evaluation of school activity programs and presenting the results and any recommendations to the ~~s~~School ~~b~~Board.

Legal References:

Minnesota Statute 123B.36, Subd. 1, Paragraph (a) (Authorized Fees)

Minnesota Statute 123B.49 (Cocurricular and Extracurricular Activities)

Cross References:

Moorhead School Board Policy 515: School District Student Attendance

Moorhead School Board Policy 551: Student Discipline

Moorhead School Board Policy 608: Home Schooled Students



Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.091

TO: School Board

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

DATE: April 2, 2007

RE: Approval of Policy

Attached please find the policy, Prohibition of Harassment and Violence (570).

Suggested Resolution: Move to approve the policy, Prohibition of Harassment and Violence (570), as presented.

LPN:mde
Attachment

Board Policies

Prohibition of Harassment and Violence

School Board Policy: 570

Section: 500 STUDENTS

Date Adopted: 5/27/1986

Date Revised: 2/13/2006

Dates Reviewed: 5/1/1990

9/14/1993

6/9/1997

7/9/2001

4/11/2005

2/13/2006

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from religious, racial, national origin, or sexual harassment and violence. The Moorhead Area Public Schools prohibits any form of religious, racial, sexual orientation, national origin, or sexual harassment and violence.

II. GENERAL STATEMENT OF POLICY

A. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to harass a pupil, teacher, administrator, or other school personnel through conduct or communication of a sexual nature or regarding religion, national origin, and race as defined by this policy. (For purposes of this policy, school personnel includes School Board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.)

B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to inflict, threaten to inflict, or attempt to inflict religious, racial, sexual orientation, national origin, or sexual violence upon any pupil, teacher, administrator or other school personnel.

C. The Moorhead Area Public Schools will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial, sexual orientation, national origin, or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

III. RELIGIOUS, RACIAL, NATIONAL ORIGIN, AND SEXUAL HARASSMENT AND VIOLENCE DEFINED

A. Sexual Harassment; Definition.

(1) Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

(a) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or

(b) submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

(c) that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.

(2) Sexual harassment may include but is not limited to:

(a) unwelcome verbal harassment or abuse;

- (b) unwelcome pressure for sexual activity;
- (c) unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
- (d) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- (e) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- (f) unwelcome behavior or words directed at an individual or group because of gender.

B. Racial Harassment; Definition.

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

- (1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- (2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- (3) otherwise adversely affects an individual's employment or academic opportunities.

C. National Origin Harassment; Definition.

National origin harassment consists of physical or verbal conduct which is related to an individual's place of birth or any of the individual's lineal ancestors, when the conduct:

- (1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- (2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;
- (3) otherwise adversely affects an individual's employment or academic opportunities.

D. Religious Harassment; Definition.

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

- (1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- (2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- (3) otherwise adversely affects an individual's employment or academic opportunities.

E. Sexual Violence; Definition.

(1) Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes Section 609.341, include the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.

(2) Sexual violence may include, but is not limited to:

- (a) touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
- (b) coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
- (c) coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
- (d) threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

F. Racial Violence; Definition.

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

G. Sexual Orientation; Definition.

Sexual orientation means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. Sexual orientation does not include a physical or sexual attachment to children by an adult.

H. National Origin Violence; Definition.

National origin violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to the individual's place of birth or any of the individual's lineal ancestors.

I. Religious Violence; Definition.

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

J. Assault; Definition. Assault is:

- (1) an act done with intent to cause fear in another of immediate bodily harm or death;
- (2) the intentional infliction of or attempt to inflict bodily harm upon another; or
- (3) the threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the victim of religious, racial, sexual orientation, national origin, or sexual harassment or violence by a pupil, teacher, administrator or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute religious, racial, sexual orientation, national origin, or sexual harassment or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party or complainant to use Administrative Procedure 570.1 available from the administrator of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a district Human Rights Officer or to the Superintendent.

B. In Each School Building. The building administrator is the person responsible for receiving oral or written reports of religious, racial, sexual orientation, national origin, or sexual harassment or violence at the building level. Any adult school district personnel who receives a report of religious, racial, national origin, or sexual harassment or violence shall inform the building administrator immediately.

C. Upon receipt of a report, the building administrator must notify the school district Human Rights

Officer immediately, without screening or investigating the report. The building administrator may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building administrator to the Human Rights Officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the Human Rights Officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the building administrator. If the complaining involves the building administrator, the complaint shall be made or filed directly with the Superintendent or the school district Human Rights Officer by the reporting party or complainant.

D. In the District. The Moorhead School Board hereby designates the Director of Human Resources as the school district Human Rights Officer to receive reports or complaints of religious, racial, sexual orientation, national origin, or sexual harassment or violence. If the complaint involves the Human Rights Officer (Director of Human Resources), the complaint shall be filed directly with the Superintendent.

E. The school district shall conspicuously post the name of the Human Rights Officer (Director of Human Resources), including mailing addresses and telephone numbers with this policy.

F. Submission of a good faith complaint or report of religious, racial, sexual orientation, national origin, or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.

G. Use of formal reporting forms is not mandatory.

H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

V. INVESTIGATION

A. By authority of the school district, the Human Rights Officer (Director of Human Resources), upon receipt of a report or complaint alleging religious, racial, sexual orientation, national origin, or sexual harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all facts and surrounding circumstances.

D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial, sexual orientation, national origin, or sexual harassment or violence.

E. The investigation will be completed as soon as practicable. The school district Human Rights Officer (Director of Human Resources) shall make a written report to the Superintendent upon completion of the investigation. If the complaint involves the Superintendent, the report may be filed directly with the School Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violation of this policy.

VI. SCHOOL DISTRICT ACTION

A. Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in

writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged religious, racial, sexual orientation, national origin, or sexual harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statute 626.556 may be applicable.

B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff.

B. A summary of this policy (Appendix A) shall be given to each school district employee in the ~~E~~mployee Handbook and independent contractor at the time of entering into the person's contract.

C. A summary of this policy (Appendix A) shall appear in each school's student handbook.

D. The school district will develop a method of discussing this policy with students and employees annually.

E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

~~EF.~~ This policy shall be reviewed by the Human Rights Officer (Director of Human Resources) at least annually for compliance with state and federal law.

Legal References:

Minnesota Statute 15.85 (Discipline for Racial Harassment)
Minnesota Statute 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
Minnesota Statute Chapter 363A (Minnesota Human Rights Act)
Minnesota Statute 626.556 et seq. (Reporting of Maltreatment of Minors)
42 U.S.C. 2000e et seq. (Title VII of the Civil Rights Act)

Cross References:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 401: Equal Employment Opportunity Statement
Moorhead School Board Policy 414: Employee Public and Private Personnel Data
Moorhead School Board Policy 501: Equal Educational Opportunity
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse
Moorhead School Board Policy 551: Student Discipline

APPENDIX A

****ATTENTION****

MOORHEAD AREA PUBLIC SCHOOL DISTRICT 152 POLICY AGAINST RELIGIOUS, RACIAL, SEXUAL ORIENTATION, NATIONAL ORIGIN, AND SEXUAL HARASSMENT AND VIOLENCE

1. Everyone in Moorhead Area Public Schools has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent religious, racial, sexual orientation, national origin, or sexual harassment and violence of any kind.
2. A harasser may be a student or an adult. Harassment may include the following when related to religion, race, sexual orientation, national origin, sex or gender:
 - a. name calling, joking or rumors;
 - b. pulling on clothing;
 - c. graffiti;
 - d. notes or cartoons;
 - e. unwelcome touching of a person or clothing;
 - f. offensive or graphic posters or book covers; or
 - g. any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.
3. You may also make a written report. It should be given to a teacher, counselor, the building administrator or the Human Rights Officer (Director of Human Resources).
4. Your right to privacy will be respected as much as possible.
5. The school district will investigate all reports of religious, racial, sexual orientation, national origin, or sexual harassment or violence and the school district will take all appropriate actions based on your report.
6. The school district will also take action if anyone tries to intimidate you or take action to harm you because you have reported a concern.
7. This is summary of the school district policy against religious, racial, sexual orientation, national origin, and sexual harassment and violence. Complete policies are available in the ~~B~~building ~~A~~administrator's ~~O~~office and the Superintendent's Office and at the school district Web site at www.moorhead.k12.mn.us.



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.112

TO: Dr. Larry Nybladh
FROM: Lynne Kovash JK
DATE: April 3, 2007
RE: Elementary School Attendance Area Revision

With the growth of housing and enrollment around the elementary schools, it appears prudent to adjust the boundaries in a couple of areas. Due to the growth, adjustments are necessary to equalize enrollments and class sizes in each school. The recommendation for changes to the Elementary School Attendance Area are as follows:

Robert Asp Elementary School Attendance Area

- The northern boundary line will be the school district's northern boundary.
- The southern boundary line will extend from the Red River along Center Avenue to 14th Street, south one block to Main Avenue, east following Main Avenue to 17th Street South, south on 17th St. to 4th Avenue South (including all residences facing 17th St. South), east on 4th Ave. South to Main Avenue, following Main Avenue to 20th St. South, then south on 20th St. to 12th Avenue South, east on 12th Avenue South to 34th Street South (excluding the Meadows South addition), south on 34th Street to Interstate 94, and then east to the school district's eastern boundary.

Ellen Hopkins Elementary School Attendance Area

- The northern boundary line will extend from the Red River along Center Avenue to 14th Street, south one block to Main Avenue, east following Main Avenue to 17th Street South, south on 17th St. to 4th Avenue South (excluding all residences facing 17th St. South), east on 4th Avenue South to Main Avenue, following Main Avenue to 20th St. South then south on 20th St.
- The eastern boundary line will be 20th Street South from Main Avenue to I-94.
- The southern boundary line will be I-94.

S.G. Reinertsen

- The northern boundary line will extend from the Red River east along I-94 to 20th Street, north on 20th Street South to 12th Avenue South, east on 12th Avenue to 34th Street South (including the Meadows South Addition), south on 34th Street to Interstate 94, and then east to the school district's eastern boundary.
- The southern boundary line will be the school district's southern boundary.

Attached is a map outlining the proposed revised Elementary School Attendance Area boundary lines. The district and building administration will work together with families to assist with the elementary attendance area changes.

1251

SUGGESTED RESOLUTION: Move to approve the Revised Elementary School Attendance Area as presented.

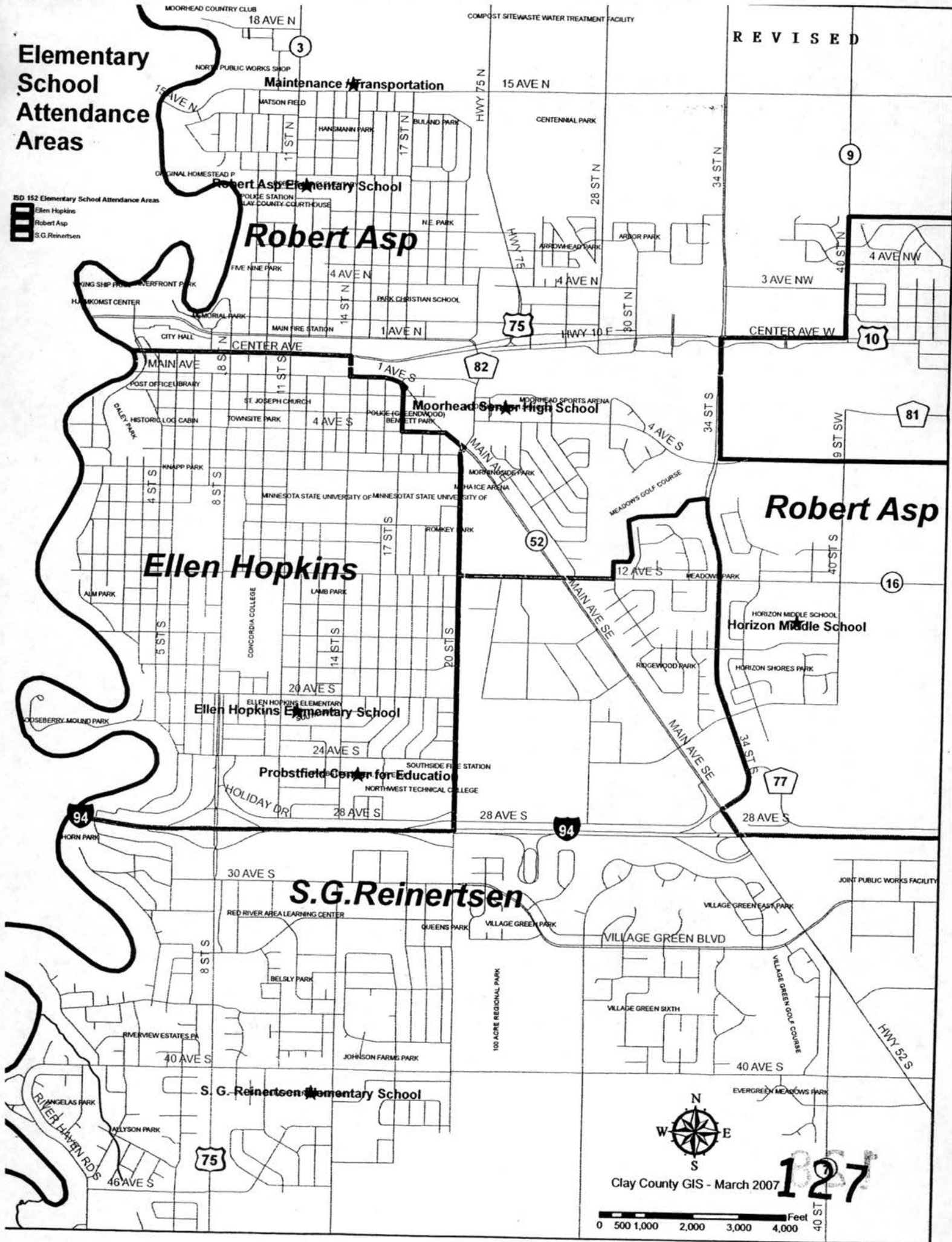
LAK/kmr
Attachment

Elementary School Attendance Areas

BSD 152 Elementary School Attendance Areas

- Ellen Hopkins
- Robert Asp
- S.G. Reinertsen

REVISED



Clay County GIS - March 2007

127



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.092

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Jensen, Director of Human Resources

DATE: April 2, 2007

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

At the March 26, 2007 school board meeting the reduction of 4.2625 full time equivalent (FTE) of programs and licensed positions was approved as follows:

The reduction of these programs and licensed positions is related to the projected declining enrollment and financial limitations as follows:

<u>FTE</u>	<u>Licensed</u>	<u>School</u>
1.0	French	Horizon Middle School
.1875	Art	Moorhead High School
.125	Business	Moorhead High School
.3125	English	Moorhead High School
.3125	Family and Consumer Science	Moorhead High School
.6625	Health, Physical Education	Moorhead High School
.0625	Industrial Technology	Moorhead High School
1.0	Special Education	District

The reduction of these programs and licensed positions is related to the projected declining enrollment and financial limitations. Some of these reduction will be absorbed through teacher transfers, retirements, resignation and leaves.

Additional staffing reductions are necessary due to statutory provisions, teachers returning from leaves and filling vacancies during the year. Some of these reductions will also be absorbed through teacher transfers, retirements and leaves. The following is a summary of the proposed reductions of probationary teachers:

Reductions of Probationary Teachers

Reduction in force

Total

FTE

5.8924

5.8924

Consider the attached resolution directing the administration to effect termination and non-renewal of the position of the probationary teachers as listed below:

Termination and Non-Renewal of Contracts

<u>Name</u>	<u>Position</u>	<u>FTE</u>
Tania Molden	Social Studies	.286
Tina Bentz	Social Studies	1.00
Ann Hagen	Business	.8125
Stacey Lentz	Family Consumer Science	.3125
Amy Miller	District Phy Ed	.6814
Doug Stave	Special Education	1.00
Hanna Rodenbaugh	Special Education	1.00
Jane Aafedt	Special Education	.80

SUGGESTED RESOLUTION: Move to approve the following resolution:

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

<u>Name</u>	<u>Position</u>	<u>FTE</u>
Tania Molden	Social Studies	.286
Tina Bentz	Social Studies	1.00
Ann Hagen	Business	.8125
Stacey Lentz	Family Consumer Science	.3125
Amy Miller	District Phy Ed	.6814
Doug Stave	Special Education	1.00
Hanna Rodenbaugh	Special Education	1.00
Jane Aafedt	Special Education	.80

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 2006-2007 school year.

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

RN/smw

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NON-RENEWAL OF THE TEACHING CONTRACT
OF «First» «Last», A PROBATIONARY TEACHER.

WHEREAS, «First» «Last» is a probationary teacher in Independent School District No. 152.

BE IT RESOLVED by the School Board of Independent School District No. 152, that pursuant to Minnesota Statute 122A.40, subd. 5, that the teaching contract of «First» «Last», a probationary teacher in Independent School District No. 152, is hereby terminated at the close of the current 2006-2007 school year.

BE IT FURTHER RESOLVED that written notice has been sent to said teacher regarding termination and non-renewal of his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION

«First» «Last»
«Address»
«City»

Dear Mr./Ms. «Last»,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 152 held on _____, 2007, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2007-2008 school year. Said action of the Board is taken pursuant to M.S. 122A.40, subd. 5.

You may officially request that the School Board give its reason for the non-renewal of your teaching contract. However, such a request must be received within ten days after the receipt of this notice.

Yours very truly,

SCHOOL BOARD OF EDUCATION
SCHOOL DISTRICT NO. 152

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon,

the following voted in favor of:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

NOTICE OF TERMINATION

April 10, 2007

«Name»
«Address»
«City, State, Zip»

Dear «Name»,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 152 held on April 9, 2007, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2007-08 school year. Said action of the Board is taken pursuant to M.S. 122A.40, subd. 5.

You may officially request that the School Board give its reason for the non-renewal of your teaching contract. However, such a request must be received within ten days after the receipt of this notice.

Yours very truly,

SCHOOL BOARD OF EDUCATION
SCHOOL DISTRICT NO. 152

Clerk of the School Board

Board Member _____ introduced the resolution directing administration to effect termination and non-renewal of probationary teachers as presented. The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon,

the following voted in favor of:

and the following voted against the same:

and the following were absent:

whereupon said resolution was declared duly passed and adopted.



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.093**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: April 2, 2007

RE: RESOLUTION RELATING TO THE OFFERING OF PART-TIME
TEACHING CONTRACTS TO PROBATIONARY TEACHERS.

Consider the resolution below directing the administration to offer part time teaching contracts to the probationary teacher as listed below:

<u>Current Contract</u>	<u>Reduction</u>	<u>Contract Offer</u>
Tina Bentz	.25	.75
Ann Hagen	.125	.6875
Jane Aafedt	.30	.50

SUGGESTED RESOLUTION: Move to approve that the full-time probationary teachers whose contract was terminated effective at the end of the 2006-2007 school year and non-renewed for the 2007-2008 school year, as provided in the School Board resolution adopted earlier at this meeting, shall be offered part-time teaching contracts for the 2007-2008 school year as follows:

	<u>Contract Offer</u>
Tina Bentz	.75
Ann Hagen	.6875
Jane Aafedt	.50

RN/smw

132

The mission of the Moorhead School District is to develop the maximum potential of every learner to thrive in a changing world.



Department of Business Services
Moorhead Area Public Schools

Memo B.07.027

TO: Dr. Larry P. Nybladh, Superintendent

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

DATE: March 26, 2007

RE: Lease Agreements

Attached please find two lease agreements relating to the 80 acres of farm land the district owns east of the Crystal Creek Addition in north Moorhead. The school district has been leasing the land to the Sunny Brook Partnership since we acquired the property. At this time I am recommending that we lease the land to the City of Moorhead, who will in turn sublease to the Sunny Brook Partnership. The term of the lease is one year. The reason for this change is to assist the city with their disposal of waste from their treatment facility. I have had both leases reviewed by school district legal counsel to ensure all language is appropriate and protects the school district from potential liability. Legal counsel indicate the leases look appropriate.

Suggested Resolution: Move to approve the lease agreements relating to the agricultural land described as E ½ of NE ¼ of Section 21 Township 140 North, Range 48 West, Clay County, Minnesota, as presented.

MLW:mde
Attachments

LEASE AGREEMENT

THIS AGREEMENT, made this ____ day of April, 2007, by and between Independent School District #152, whose post office address is 2410 14th St S, Moorhead, Minnesota 56560 (hereinafter "Lessor"), owner of the real estate described herein, and the City of Moorhead, Minnesota, whose post office address is P.O. Box 779, Moorhead, Minnesota 56561-0779 (hereinafter "Lessee").

WITNESSETH, that Lessee hereby agrees to and with the Lessor, for the consideration hereinafter named, to beneficially reuse and land apply biosolids from Lessee's Wastewater Treatment Facility during the season of farming in the year 2007 the following-described premises situated in the County of Clay and State of Minnesota, to-wit:

See attached Exhibit A

TERM. The term of this Lease Agreement shall be for a period of one (1) year, commencing on the 10th day of April, 2007, and ending on the 31st day of December, 2007, unless terminated sooner by reason of Lessee breaching any of the terms and conditions herein contained or under the provisions of the paragraph entitled SUBJECT TO SALE OR USE BY LESSOR.

RENT. As and for the rental of the heretofore-described real property, Lessee shall pay to the Lessor for the rental of said demise premises, without deduction or set off, an annual rental fee in the amount of Ninety and no/100 Dollars (\$90.00) per acre, based upon 77.0 cropland acres, or Six Thousand Nine Hundred Thirty and No/100 Dollars (\$6,930.00) per year, payable on May 1st of each year of this Lease Agreement.

TAXES. Lessor shall be responsible for paying all general real property taxes and special Assessments against the property due and payable in the years covered by this Farm Lease Agreement.

LAND APPLICATION OF WASTEWATER TREATMENT FACILITY BIOSOLIDS.

Lessee will beneficially reuse biosolids from Lessee's Wastewater Treatment Facility by applying said biosolids to the property in accordance with National Pollutant Discharge Elimination System Permit Number 0049069 issued to Lessee by the Minnesota Pollution Control Agency, Minnesota Rules, Chapter 7041, and all other environmental statutes, ordinances, rules, regulations, and orders issued by any federal, state, or local environmental agency concerning said activity. Lessee assumes all responsibility for its action related to said activity. Lessee reserves the right to sublet the property, subject to certain restrictions to accommodate said activity, for the purpose of farming and agricultural production.

GOVERNMENT PAYMENTS. Any and all government payments, which may be allocated to this land during the terms of this Lease Agreement, whether for participation in an agricultural program or by way of relief from crop failure, disaster, or otherwise, shall be the property of Lessee or its Sub-lessee.

EXPENSES. The Lessee shall be responsible for all expenses incurred in beneficially reusing and land applying biosolids to the above-described property.

HAZARDOUS MATERIALS. Lessee agrees to comply with the following policies designed To limit the environmental impact of its activities to the demised premises:

1. To comply with all environmental statutes, ordinances, rules, regulations, and

orders issued by any state, federal, or local environmental agency concerning air, water, noise, solid waste, hazardous substances, and hazardous wastes.

2. Not to use waste oil as a means of suppressing dust on roads or anywhere else on the premises.
3. To harbor no underground storage tanks of any kind.
4. To assume liability for and indemnify and hold Lessor harmless for any claim or violation which results from Lessee's use of the premises.

SUBLEASE AND ASSIGNMENT. This Lease Agreement shall not be assigned without the prior written consent of the Lessor. Lessee shall retain the right to sublet the property for farming and agricultural production purposes. .

INDEMNITY. Lessee shall assume liability for and shall indemnify, protect, save and keep harmless the Lessor, its agents and servants, from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of every kind and nature imposed upon, incurred by, or asserted against the Lessor in any way relating to or arising out of this Lease Agreement for the use of the demised premises. The indemnities contained in this paragraph shall continue in full force and effect, notwithstanding termination of this Lease Agreement.

WAIVER. A waiver by Lessor of any default or breach herein shall not be construed to be a continuing waiver of such default or breach, nor is a waiver or permission, express or implied, to be construed as a waiver of any other or subsequent default or breach.

RIGHT OF ENTRY. Lessor or Lessor's agent may enter upon the premises at any time to examine the same and to do anything Lessor may be required to do hereunder, or which Lessor may deem necessary for the good of the demised premises, or any building thereon, and may

further enter upon any portion of the premises for inspection of the same. In the event that the Lessor determines to offer said premises for sale, Lessor or Lessor's agent may show the same for purposes for sale.

SUBJECT TO SALE OR USE BY LESSOR. All or any part or portion of the demised premises identified in this Lease Agreement is subject to sale by Lessor or Lessor's agent, at any time, during the term of this Lease Agreement. In addition, Lessor reserves the right to terminate this Lease, or a portion thereof, if Lessor needs the premise for is own use or for a non-farm use of another entity. If the premises is sold or needed for another use as set out above, this Lease Agreement may be terminated by Lessor, subject to written notice to Lessee of at least ten (10) days, in accordance with the notice requirements incorporated in this Lease Agreement. If practicable, during this 10-day period Lessee, and its Sub-lessee, shall have the right to harvest crops planted and growing concurrent with date of sale. Lessor agrees it will make all reasonable efforts, if feasible, to permit Lessee or its Sub-lessee, to harvest any crops planted. If not practicable, Lessor agrees to compensate Lessee, or its Sub-lessee, for the following expenses associated with farming operations during the growing season in which the sale actually occurs. If Lessee, or its Sub-lessee, is unable to harvest, Lessor agrees to pay the following expenses:

1. Reimbursement of rent for the year in which the sale occurs.
2. Reimbursement of crop insurance premiums on any crops already planted, limited to actual real property acreage subject to the sale during the year in which the sale occurs.
3. The reasonable costs of fertilizers, insecticides, herbicides, and seeds utilized by Lessee, or its Sub-lessee, in farming the premises, limited to actual real property acreage subject to the sale during the year in which the sale occurs.
4. The reasonable costs of cultivating the premises and sowing crops expended by

Lessee, or its Sub-lessee, in farming the premises, limited to the actual real property acreage Subject to the sale during the year in which the sale occurs.

As additional consideration under this Lease Agreement, Lessee specifically agrees to waive any and all other claims against Lessor for losses incurred as a result of the sale of the premises identified in this Lease Agreement, and specifically waives any and all claims for future farming seasons remaining under this Lease Agreement.

MINERALS. The above-described premises are or may be subject to leases or other agreements for the purpose of exploring for, mining and removing oil, gas, coal, gravel, and other minerals in and under said premises. The Lessor does hereby expressly reserve unto itself, its successors and assigns, the right of ingress and egress for the purpose of exploring for, mining and removing said minerals described above, and the Lessee does hereby expressly agree to take said premises subject to any mineral leases now on the heretofore-described premises, or which may hereafter be entered into by the Lessor, Lessor's successors and assigns. The Lessor shall have the exclusive right to grant or deny access to said premises for seismic exploration or other exploration, and removal of oil, gas, and all other minerals. All surface damages that may become payable by reason of the location of an oil well and necessary appurtenances shall be payable to the Lessor. Lessee hereby expressly agrees that she will not, during the term of this Lease Agreement, not in any manner to interfere with or prevent any person, firm or corporation authorized by the Lessor from entering upon said premises for the purpose of exploring for, mining and removing the heretofore minerals, and any and all surface damages that may become payable by reason of location of an oil well and necessary appurtenances shall be payable to the Lessor. Lessor shall by Lessee, or its Sub-lessee, any damages caused to growing crops.

BREACH OF COVENANTS. It is further understood and agreed that if the Lessee shall fail to pay the rents as specified and when due, or shall fail to comply with any of the other covenants and agreements herein made, then and in that event, the Lessor may immediately reenter and take possession of the above-rented premises, and at its discretion seek any and all damages that Lessor may be entitled to as a result of the breach. Further, in the event of said breach, Lessor shall not be liable to the Lessee for a refund of any sums that may have been paid prior to the date of the breach.

DEFAULT. In the event Lessee fails to pay the rent or fails to fulfill any of the covenants or Agreements herein contained, it shall be lawful for Lessor to reenter and take full and absolute possession of said premises, and hold and enjoy the same fully and absolutely without such reentry working forfeiture of the rents to be paid or the covenants to be performed by the Lessee. It is further understood and agreed by and between the parties hereto that time is of the essence of this Lease Agreement.

SURRENDER OF PREMISES. At the termination of the within Lease Agreement, the Lessee shall peacefully surrender possession of said demised premises to the Lessor or Lessor's agents and assigns, unless this Lease Agreement is renewed prior thereto.

GOVERNING LAW. It is agreed that this Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

ATTORNEY'S FEES. In the event that any action is filed in relation to this Lease Agreement, the unsuccessful party in the action shall pay to the prevailing party, in addition to all sums that either party may be called upon to pay, a reasonable sum for the successful party's

attorney's fees.

ENTIRE AGREEMENT. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement. The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

MODIFICATION OF AGREEMENT. Any modification of the Lease Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

EFFECTIVE PARTIAL INVALIDITY. The invalidity of any provision of this Lease Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Lease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

NOTICE. All notice required under the provisions of this Lease Agreement shall be made in writing and mailed to the other party at the addresses set forth in this Lease Agreement, or at such other addresses as such party may provide in writing from time to time. Any such notice mailed to the addresses as set forth in this Lease Agreement, or as modified from time to time, shall be effective when deposited in a United States of America mail depository, duly addressed and with postage prepaid.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year specified above.

LESSOR:

INDEPENDENT SCHOOL DISTRICT #152

BY: _____

ATTEST:

LESSEE: CITY OF MOORHEAD

BY: _____
Mayor

ATTEST:

City Manager

STATE OF MINNESOTA)

) ss.

COUNTY OF CLAY)

On this ____ day of _____, 200__, before me, a Notary Public in and for said County and State, personally appeared Mark Voxland and Bruce Messelt, known to me to be the Mayor and City Manager, respectively, of the City of Moorhead, and who executed the within and foregoing instrument and acknowledged to me that they executed the same on behalf of the City of Moorhead.

Notary Public, Clay County, MN
My Commission Expires: _____

(SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF CLAY)

On this ____ day of _____, 200__, before me, a Notary Public in and for said
County and State, personally appeared _____, known to me to be the person who
executed the within and foregoing instrument and acknowledged to me that he executed the
same.

Notary Public, Clay County, MN
My Commission Expires: _____

(SEAL)

Exhibit A

Legal Description:

The East one-half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 21, Township 140 North, Range 48 West, Clay County, Minnesota.

FARM LEASE AGREEMENT

THIS AGREEMENT, made this ____ day of April, 2007, by and between the City of Moorhead, Minnesota, whose post office address is P.O. Box 779, Moorhead, Minnesota 56561-0779 (hereinafter "Lessor"), and Sunny Brook Partnership, whose address is 7540 50th Ave S, Sabin, Minnesota 56580 (hereinafter "Lessee").

WITNESSETH, that Lessee hereby agrees to and with the Lessor, for the consideration hereinafter named, to well and faithfully till and farm during the season of farming in the year 2007, according to the usual course of husbandry, the following-described premises situated in the County of Clay and State of Minnesota, to-wit:

See attached Exhibit A

TERM. The term of this Farm Lease Agreement shall be for a period of one (1) year, commencing on the 10th day of April, 2007, and ending on the 31st day of December, 2007, unless terminated sooner by reason of Lessee breaching any of the terms and conditions herein contained or under the provisions of the paragraph entitled SUBJECT TO SALE OR USE BY OWNER.

RENT. As and for the rental of the heretofore-described real property, Lessee shall pay to the Lessor for the rental of said demise premises, without deduction or set off, an annual rental fee in the amount of Eighty and no/100 Dollars (\$80.00) per acre, based upon 77.0 cropland acres, or Six Thousand One Hundred Sixty and No/100 Dollars (6,160.00) per year, payable one-half (1/2) on May 15th and one-half (1/2) on December 1 of each year of this Farm Lease Agreement.

TAXES. Owner shall be responsible for paying all general real property taxes and special Assessments against the property due and payable in the years covered by this Farm Lease Agreement.

LAND APPLICATION OF WASTEWATER TREATMENT FACILITY BIOSOLIDS.

Lessor will use the property to beneficially reuse biosolids from Lessor's Wastewater Treatment Facility by applying said biosolids to the property in accordance with National Pollutant Discharge Elimination System Permit Number 0049069 issued to Lessor by the Minnesota Pollution Control Agency, Minnesota Rules, Chapter 7041, and all other environmental statutes, ordinances, rules, regulations, and orders issued by any federal, state, or local environmental agency concerning said activity. Lessor assumes all responsibility for its action related to said activity. Lessor shall use the property for land application, as weather permits, beginning on May 1st, 2007. Lessor shall complete land application activities on or before May 14th, 2007. The property will be available for normal farming practices no later than May 15, 2007. Lessee agrees to the following:

1. To refrain from any farming or related practices that would interfere or be incompatible with Lessors land application activities on the property on or after April 1st, 2007 and prior to May 15th, 2007, except as permitted by Lessor's authorized agent(s).
2. To not grow sugar beets, potatoes, or other root or tuber crops.
3. To limit or restrict the addition of fertilizers or other nutrient sources to that appropriate for the crop to be grown, inclusive of that applied with biosolids, in accordance with information provided by Lessor.
4. To observe any and all site management requirements and restrictions established by Lessor as a result of land application activities.

Lessee further agrees, to the extent practical based on crop harvest dates and weather, to coordinate with Lessor to make the property available for land application activities after October 15th, 2007.

COURSE OF HUSBANDRY. Lessee agrees as follows:

1. To well and faithfully till and farm said demised premises according to the usual Course of husbandry as to plowing, cultivating, tilling, seeding, harvesting, and caring for said crops in the proper season.
2. To faithfully cultivate the farm in timely, thorough, and farmer-like manner.
3. That equipment will be brought onto the property for agricultural purposes only and no equipment will be stored on the property when not in actual use. Irrigation equipment will not be used on the property.
4. To permit the Lessor at his option and, upon 10 days written notice to the Lessee, to remove any crops, equipment or the other material.
5. To keep open ditches, tile drains, tile outlets, grass waterways, and terrace in good repair.
6. To prevent all unnecessary waste, or loss or damage to the property of Lessor.
7. To follow standard disease treatments of all seeds.
8. Not to allow noxious weeds to go to seed on the demised premises, but to destroy them, and to keep trim the weeds and grasses on the roads adjoining the demised premises.
9. Not to burn cornstalks, straw or other crop residues grown on the farm, except by permission of Lessor, but to leave or spread all such material upon the land, and in no case to remove from the farm any such material without the consent of Lessor.
10. Not to break up established water courses or ditches, or undertake any other operation that will injure the demised premises.
11. To take proper care of, and prevent injury to, all trees, vines, and shrubs located on the premises, if any.

GOVERNMENT PAYMENTS. Any and all government payments, which may be allocated to

this land during the terms of this Farm Lease Agreement, whether for participation in an agricultural program or by way of relief from crop failure, disaster, or otherwise, shall be the property of Lessee.

EXPENSES. The Lessee shall be responsible for all expenses incurred in farming the above-described property, and to pay the items of expense, including: all the machinery, equipment and labor necessary to farm the demised premises properly; the hauling to the farm of all material necessary to farm the demised premises properly and for making repairs and minor improvements, and the performing of labor required for such repairing and improving; and all seed, inoculation and disease treatment materials and fertilizers.

HAZARDOUS MATERIALS. Lessee agrees to comply with the following policies designed to limit the environmental impact of the farming operation to the demised premises:

1. To follow crop rotation, tillage practices, and chemical/fertilizer programs normal to the local area.
2. To comply with all environmental statutes, ordinances, rules, regulations, and orders issued by any state, federal, or local environmental agency concerning air, water, noise, solid waste, hazardous substances, and hazardous wastes.
3. Not to use waste oil as a means of suppressing dust on roads or anywhere else on the premises.
4. To harbor no underground storage tanks of any kind.
5. To assume liability for and indemnify and hold Lessor harmless for any claim or violation which results from Lessee's use of the premises.
6. To conduct the farming operation in accordance with all United States Department of Agriculture (USDA) regulations and guidelines.

SUBLEASE AND ASSIGNMENT. No part of the demised premises covered by this Farm

Lease Agreement shall be subleased by the Lessee, nor may this Farm Lease Agreement be assigned without the prior written consent of the Lessor, who shall be bound by all terms of this Farm Lease Agreement.

INDEMNITY. Lessee shall assume liability for and shall indemnify, protect, save and keep harmless the Lessor, its agents and servants, from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of every kind and nature imposed upon, incurred by, or asserted against the Lessor in any way relating to or arising out of this Farm Lease Agreement for the use of the demised premises. The indemnities contained in this paragraph shall continue in full force and effect, notwithstanding termination of this Farm Lease Agreement.

WAIVER. A waiver by Lessor of any default or breach herein shall not be construed to be a continuing waiver of such default or breach, nor is a waiver or permission, express or implied, to be construed as a waiver of any other or subsequent default or breach.

RIGHT OF ENTRY. Lessor or Lessor's agent may enter upon the premises at any time to examine the same and to do anything Lessor may be required to do hereunder, or which Lessor may deem necessary for the good of the demised premises, or any building thereon, and may further enter upon any portion of the premises for inspection of the same. In the event that the Owner determines to offer said premises for sale, Owner or Owner's agent may show the same for purposes for sale.

SUBJECT TO SALE OR USE BY OWNER. All or any part or portion of the

demised premises identified in this Farm Lease Agreement is subject to sale by Owner or Owner's agent, at any time, during the term of this Farm Lease Agreement. In addition, Lessor reserves the right to terminate this Lease, or a portion thereof, if Owner or Lessor needs the premise for is own use or for a non-farm use of another entity. If the premises is sold or needed for another use as set out above, this Farm Lease Agreement may be terminated by Lessor, subject to written notice to Lessee of at least ten (10) days, in accordance with the notice requirements incorporated in this Farm Lease Agreement. If practicable, during this 10-day period Lessee shall have the right to harvest crops planted and growing concurrent with date of sale. Lessor agrees it will make all reasonable efforts, if feasible, to permit Lessee to harvest any crops planted. If not practicable, Lessor agrees to compensate Lessee for the following expenses associated with the farming operation during the growing season in which the sale actually occurs. If Lessee is unable to harvest, Lessor agrees to pay the following expenses:

1. Reimbursement of rent for the year in which the sale occurs.
2. Reimbursement of fire and casualty insurance premiums on farm buildings, structures, and fixtures, if any, and reimbursement of crop insurance premiums on any crops already planted, limited to actual real property acreage subject to the sale during the year in which the sale occurs.
3. The reasonable costs of fertilizers, insecticides, herbicides, and seeds utilized by Lessee in farming the premises, limited to actual real property acreage subject to the sale during the year in which the sale occurs.
4. The reasonable costs of cultivating the premises and sowing crops expended by Lessee in farming the premises, limited to the actual real property acreage Subject to the sale during the year in which the sale occurs.

As additional consideration under this Farm Lease Agreement, Lessee specifically agrees to waive any and all other claims against Lessor for losses incurred as a result of the sale of the premises identified in this Farm Lease Agreement, and specifically waives any and all claims for

future farming seasons remaining under this Farm Lease Agreement.

MINERALS. The above-described premises are or may be subject to leases or other agreements for the purpose of exploring for, mining and removing oil, gas, coal, gravel, and other minerals in and under said premises. The Lessor does hereby expressly reserve unto itself, its successors and assigns, the right of ingress and egress for the purpose of exploring for, mining and removing said minerals described above, and the Lessee does hereby expressly agree to take said premises subject to any mineral leases now on the heretofore-described premises, or which may hereafter be entered into by the Lessor, Lessor's successors and assigns. The Lessor shall have the exclusive right to grant or deny access to said premises for seismic exploration or other exploration, and removal of oil, gas, and all other minerals. All surface damages that may become payable by reason of the location of an oil well and necessary appurtenances shall be payable to the Lessor. Lessee hereby expressly agrees that she will not, during the term of this Farm Lease Agreement, not in any manner to interfere with or prevent any person, firm or corporation authorized by the Lessor from entering upon said premises for the purpose of exploring for, mining and removing the heretofore minerals, and any and all surface damages that may become payable by reason of location of an oil well and necessary appurtenances shall be payable to the Lessor. Lessor shall by Lessee any damages caused to growing crops.

BREACH OF COVENANTS. It is further understood and agreed that if the Lessee shall fail to pay the rents as specified and when due, or shall fail to comply with any of the other covenants and agreements herein made, then and in that event, the Lessor may immediately reenter and take possession of the above-rented premises, and at its discretion seek any and all damages that Lessor may be entitled to as a result of the breach. Further, in the event of said breach, Lessor

shall not be liable to the Lessee for a refund of any sums that may have been paid prior to the date of the breach.

DEFAULT. In the event Lessee fails to pay the rent or fails to fulfill any of the covenants or Agreements herein contained, it shall be lawful for Lessor to reenter and take full and absolute possession of said premises, and hold and enjoy the same fully and absolutely without such reentry working forfeiture of the rents to be paid or the covenants to be performed by the Lessee. It is further understood and agreed by and between the parties hereto that time is of the essence of this Farm Lease Agreement.

SURRENDER OF PREMISES. At the termination of the within Farm Lease Agreement, the Lessee shall peacefully surrender possession of said demised premises to the Lessor or Lessor's agents and assigns, unless this Farm Lease Agreement is renewed prior thereto.

GOVERNING LAW. It is agreed that this Farm Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

ATTORNEY'S FEES. In the event that any action is filed in relation to this Farm Lease Agreement, the unsuccessful party in the action shall pay to the prevailing party, in addition to all sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney's fees.

ENTIRE AGREEMENT. This Farm Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Farm Lease Agreement shall not be binding upon either party except to the extent incorporated in this Farm Lease Agreement. The titles to the paragraphs of this Farm Lease

Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Farm Lease Agreement.

MODIFICATION OF AGREEMENT. Any modification of the Farm Lease Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

EFFECTIVE PARTIAL INVALIDITY. The invalidity of any provision of this Farm Lease Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Farm Lease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

NOTICE. All notice required under the provisions of this Farm Lease Agreement shall be made in writing and mailed to the other party at the addresses set forth in this Farm Lease Agreement, or at such other addresses as such party may provide in writing from time to time. Any such notice mailed to the addresses as set forth in this Farm Lease Agreement, or as modified from time to time, shall be effective when deposited in a United States of America mail depository, duly addressed and with postage prepaid.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year Specified above.

LESSOR:

CITY OF MOORHEAD

BY: _____
Mayor

ATTEST:

City Manager

LESSEE:

BY: _____

STATE OF MINNESOTA)
) ss.

COUNTY OF CLAY)

On this ____ day of _____, 200__, before me, a Notary Public in and for said County and State, personally appeared Mark Voxland and Bruce Messelt, known to me to be the Mayor and City Manager, respectively, of the City of Moorhead, and who executed the within and foregoing instrument and acknowledged to me that they executed the same on behalf of the City of Moorhead.

Notary Public, Clay County, MN
My Commission Expires: _____

(SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF CLAY)

On this ____ day of _____, 200__, before me, a Notary Public in and for said

County and State, personally appeared Blaine Benedict, known to me to be the person who executed the within and foregoing instrument and acknowledged to me that he executed the same.

(SEAL)

Notary Public, Clay County, MN
My Commission Expires: _____

Exhibit A

Legal Description:

The East one-half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 21, Township 140 North, Range 48 West, Clay County, Minnesota.



Department of Business Services
Moorhead Area Public Schools

Memo B.07.028

TO: Dr. Larry P. Nybladh, Superintendent

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

DATE: March 26, 2007

RE: 2007-08 Capital Projects and Ten Year Capital Outlay Budget Plan

Accompanying this letter you will find a Ten Year Capital Outlay Budget Plan. Typically administration has presented the capital budget with the Annual Operating Plan in June. The problem that arises with this timeframe is that there are typically many capital projects that need to begin prior to June. It is for this reason that I am recommending a preliminary review of the capital outlay budget so the School Board can be better prepared to approve projects prior to June. This process will also highlight other capital projects for the next ten years. It is important to keep in mind that this document is for planning only, and the farther out we predict projects and cost estimates, the greater the likelihood for error.

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

MLW:mde
Attachment

PROPERTY SERVICES

TEN YEAR CAPITAL OUTLAY 2007-2017

4/5/2007

SENIOR HIGH	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Boiler Retube	\$ 30,000.00									
Replace Steam Coils	\$ 16,000.00									
Gym Floor Refinish	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 30,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Score Board	\$ 35,000.00									
Tennis Courts	\$ 200,000.00									
Folding Door - Auditorium		\$ 145,000.00								
Carpet Auditorium		\$ 25,000.00								
Running Track Repair			\$ 80,000.00							
Repair Gym Wall			\$ 10,000.00						\$ 35,000.00	
Carpet Replacement				\$ 40,000.00			\$ 40,000.00			
Replace Ceiling Tile-Gym				\$ 12,000.00						
Roof Resaturation				\$ 300,000.00						
Repaint				\$ 30,000.00						
Door Replacement					\$ 20,000.00				\$ 30,000.00	
Insulate Walls-Gym					\$ 50,000.00					
Sidewalk Repair					\$ 20,000.00					
Tuckpointing						\$ 50,000.00				
Parking Lot Resurface							\$ 300,000.00			
Boiler Replacement										
Window Replacement								\$ 300,000.00	\$ 150,000.00	
TOTAL	\$ 284,000.00	\$ 173,000.00	\$ 93,000.00	\$ 412,000.00	\$ 93,000.00	\$ 53,000.00	\$ 343,000.00	\$ 303,500.00	\$ 218,500.00	\$ 3,500.00
HORIZON MIDDLE SCHOOL	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Gym Floor Refinish	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 30,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Soccer Fields	\$ 50,000.00									
Ventilation	\$ 85,000.00									
Tree Replacement	\$ 16,000.00									
Cut Around BB Field	\$ 3,000.00									
Repaint			\$ 20,000.00							
Carpet Replacement							\$ 15,000.00			\$ 15,000.00
Sidewalk Replacement						\$ 35,000.00				\$ 30,000.00
Parking Lot Resurface										\$ 20,000.00
Running Track Resurface									\$ 150,000.00	
Goal Posts	\$ 5,000.00								\$ 80,000.00	
TOTAL	\$ 162,000.00	\$ 3,000.00	\$ 23,000.00	\$ 3,000.00	\$ 30,000.00	\$ 38,500.00	\$ 18,500.00	\$ 3,500.00	\$ 233,500.00	\$ 68,500.00
ROBERT ASP ELEMENTARY	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Roof Repair	\$ 275,000.00									
Gym Floor Refinish	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 17,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Repaint				\$ 20,000.00				\$ 20,000.00		
Sidewalk Repair				\$ 12,000.00						
Parking Lot Resurface					\$ 35,000.00				\$ 30,000.00	
Carpet Replacement					\$ 30,000.00				\$ 25,000.00	
Boiler Replacement (3)										\$ 35,000.00
Tuckpointing						\$ 200,000.00				
Playground Upgrade							\$ 35,000.00			
Roof Resaturation							\$ 30,000.00			
TOTAL	\$ 277,000.00	\$ 2,000.00	\$ 2,000.00	\$ 49,000.00	\$ 67,000.00	\$ 202,000.00	\$ 67,000.00	\$ 250,000.00	\$ 57,500.00	\$ 37,500.00

PROPERTY SERVICES

TEN YEAR CAPITAL OUTLAY 2007-2017

4/5/2007

ELLEN HOPKINS ELEMENTARY	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Sidewalk Repair	\$ 4,000.00				\$ 15,000.00				\$ 20,000.00	
Floor Refinish	\$ 17,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 17,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Running Track Repair		\$ 80,000.00								
Parking Lot Resurface					\$ 30,000.00				\$ 25,000.00	
Repaint				\$ 25,000.00						
Boiler Replacement (3)					\$ 200,000.00					
Carpet Replacement					\$ 30,000.00					
Roof Resaturation						\$ 400,000.00				\$ 35,000.00
Playground Upgrade							\$ 30,000.00			
Tuckpointing								\$ 40,000.00		
TOTAL	\$ 21,000.00	\$ 83,000.00	\$ 3,000.00	\$ 28,000.00	\$ 292,000.00	\$ 403,000.00	\$ 33,000.00	\$ 43,500.00	\$ 48,500.00	\$ 38,500.00
S. G. REINERTSEN ELEMENTARY	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Repaint			\$ 15,000.00				\$ 12,000.00			\$ 15,000.00
Carpet Replacement						\$ 35,000.00				\$ 35,000.00
Playground Upgrade							\$ 30,000.00			
Parking Lot Resurface								\$ 75,000.00		
Sidewalk Repair										\$ 15,000.00
TOTAL	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 35,000.00	\$ 42,000.00	\$ 75,000.00	\$ -	\$ 65,000.00
PROBSTFIELD ELEMENTARY	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Smoke Stack Repair	\$ 5,000.00									
Chemical Feed Pump Replacement	\$ 2,500.00									
Paint Lockers		\$ 7,000.00								
Roof Repair-Resaturation				\$ 250,000.00						
Window Replacement				\$ 75,000.00						
Repaint				\$ 20,000.00						
Carpet Replacement								\$ 20,000.00		
Parking Lot Resurface					\$ 20,000.00			\$ 30,000.00		
Boiler Replacement					\$ 35,000.00					
Tuckpointing Repair						\$ 200,000.00				
Playground Upgrade							\$ 35,000.00			
Sidewalk Repair							\$ 30,000.00			
TOTAL	\$ 7,500.00	\$ 7,000.00	\$ -	\$ 360,000.00	\$ 55,000.00	\$ 200,000.00	\$ 65,000.00	\$ 50,000.00	\$ -	\$ 15,000.00
Red River Alternative Lrn Center	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Security Devices/Equipment	\$ 13,000.00									
TOTAL	\$ 13,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROPERTY SERVICES

TEN YEAR CAPITAL OUTLAY 2007-2017

4/5/2007

MAINTENANCE BUILDING	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Door Replacement		\$ 40,000.00								
Parking Lot Resurface			\$ 90,000.00							
Building Siding				\$ 40,000.00						
Interior Remodel				\$ 12,000.00						
Replace Boiler										
Carpet Replacement										
TOTAL	\$ -	\$ 40,000.00	\$ 90,000.00	\$ 52,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -
MAINTENANCE-EQUIP-VEHICLE	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Lawn/Snow Cleaning Equipment	\$ 35,000.00	\$ 45,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Maintenance Equipment	\$ 20,000.00									
Staff Vehicles	\$ 45,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Maintenance Pickups			\$ 35,000.00							
Trans Vehicle		\$ 12,000.00						\$ 35,000.00		
Bobcat		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
TOTAL	\$ 100,000.00	\$ 83,000.00	\$ 86,000.00	\$ 51,000.00	\$ 56,000.00	\$ 61,000.00	\$ 61,000.00	\$ 101,000.00	\$ 66,000.00	\$ 65,000.00
UNDEDICATED CAPITAL	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Undedicated	\$ 225,000.00	\$ 165,000.00	\$ 170,000.00	\$ 175,000.00	\$ 180,000.00	\$ 185,000.00	\$ 190,000.00	\$ 195,000.00	\$ 200,000.00	\$ 205,000.00
TOTAL	\$ 225,000.00	\$ 165,000.00	\$ 170,000.00	\$ 175,000.00	\$ 180,000.00	\$ 185,000.00	\$ 190,000.00	\$ 195,000.00	\$ 200,000.00	\$ 205,000.00
BUILDING C/O SUMMARY	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Senior High	\$ 284,000.00	\$ 173,000.00	\$ 93,000.00	\$ 412,000.00	\$ 93,000.00	\$ 53,000.00	\$ 343,000.00	\$ 303,500.00	\$ 218,500.00	\$ 3,500.00
Horizon Middle	\$ 162,000.00	\$ 3,000.00	\$ 23,000.00	\$ 3,000.00	\$ 30,000.00	\$ 38,500.00	\$ 18,500.00	\$ 3,500.00	\$ 233,500.00	\$ 68,500.00
Robert Asp Elementary	\$ 277,000.00	\$ 2,000.00	\$ 2,000.00	\$ 49,000.00	\$ 67,000.00	\$ 202,000.00	\$ 67,000.00	\$ 272,500.00	\$ 57,500.00	\$ 37,500.00
Ellen Hopkins Elementary	\$ 21,000.00	\$ 83,000.00	\$ 3,000.00	\$ 28,000.00	\$ 292,000.00	\$ 403,000.00	\$ 33,000.00	\$ 43,500.00	\$ 48,500.00	\$ 38,500.00
S. G. Reinertsen Elementary	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 35,000.00	\$ 42,000.00	\$ 75,000.00	\$ -	\$ 65,000.00
Probstfield Center for Ed	\$ 7,500.00	\$ 7,000.00	\$ -	\$ 360,000.00	\$ 55,000.00	\$ 200,000.00	\$ 65,000.00	\$ 50,000.00	\$ -	\$ 15,000.00
Red River Alternative Lrn Center	\$ 13,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Building	\$ -	\$ 40,000.00	\$ 90,000.00	\$ 52,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance- Equip-Vehicles	\$ 100,000.00	\$ 83,000.00	\$ 86,000.00	\$ 51,000.00	\$ 56,000.00	\$ 61,000.00	\$ 61,000.00	\$ 101,000.00	\$ 66,000.00	\$ 65,000.00
Undedicated	\$ 225,000.00	\$ 165,000.00	\$ 170,000.00	\$ 175,000.00	\$ 180,000.00	\$ 185,000.00	\$ 190,000.00	\$ 195,000.00	\$ 200,000.00	\$ 205,000.00
TOTAL SUMMARY 2000	\$ 1,089,500.00	\$ 556,000.00	\$ 482,000.00	\$ 1,130,000.00	\$ 773,000.00	\$ 1,177,500.00	\$ 819,500.00	\$ 1,050,000.00	\$ 824,000.00	\$ 498,000.00
HEALTH & SAFETY	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Physical Hazard Control	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
Hazardous Substance Management	10,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Health & Safety Management	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Safety Committee Time	15,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Asbestos Ahera Compliance	6,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Fire Safety	25,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
TOTAL	\$111,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00

S-M9-BOS
12 March 2007

INDEPENDENT SCHOOL DISTRICT #152

School Board Meeting

Board Room 224 - Probstfield Center for Education

2410 14th Street South

Moorhead, Minnesota

March 12, 2007

7:00 p.m.

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

ATTENDANCE:

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

AGENDA

1. CALL TO ORDER

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

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

***** We Are Proud** of the 2007 Teacher of the Year Building Representatives. Each school selects a teacher of the year for that school, and the Moorhead Teacher of the Year is selected from these candidates.

The 2007 Teacher of the Year Building Representatives are:

Lisa Erpelding, math teacher at Horizon Middle School

SCHOOL BOARD AGENDA - March 12, 2007

PAGE 2

Paula Falk, EBD teacher at Ellen Hopkins Elementary

Nancy Fix-Shelton, Early Childhood Family Education teacher (representing off-site campuses)

Becky Wolford, second-grade teacher at Robert Asp Elementary

***** We Are Proud** of Rachel Lerum and Michelle Sailer, the 2007 Moorhead Teachers of the Year. Lerum and Sailer were selected as Teachers of the Year by the Education Moorhead Communications Committee.

Lerum teaches students with disabilities at Moorhead High School. She began her teaching career 11 years ago and has taught in Moorhead for the past eight years. She teaches Study Strategies, Basic PreAlgebra, and co-teaches Technical English 12. Lerum has served on numerous committees at Moorhead High School, co-presented at the state special education conference, and trained teachers on transition through Lakes Country Service Cooperative. She also coordinates the Red River Area Learning Center/Moorhead High School summer school program.

Sailer has been teaching in Moorhead for the past 15 years. She taught fifth grade for 13 years at Robert Asp. Since 2004, Sailer has been the art teacher at S.G. Reinertsen Elementary. She has been a member of the math committee, has served on the Building Leadership Team, has taught Community Education classes, and has been a summer school teacher. Sailer was recently selected as one of the top 35 candidates for Minnesota Teacher of the Year.

***** We Are Proud** of the cast and crew of Moorhead High School's one-act play, "The Whole Shebang" by Rich Orloff, for earning a "starred performance" at the 59th annual Minnesota State High School League One-Act Play Festival on Feb. 9 at St. Catherine's in St. Paul, Minn. This was Moorhead High's sixth appearance at the state festival and first "starred" rating. Moorhead's one-act play advanced to the state festival after receiving first place at the Section 8AA One-Act Play Contest on Feb. 3 in Alexandria.

The plays are limited to no more than 35 minutes, following a maximum 10-minute stage setup. Total cast and crew cannot exceed 20 students. Each performance was judged and publicly critiqued immediately following the performance. Each cast attempted to achieve an exceptional rating known as a "starred performance."

SCHOOL BOARD AGENDA - March 12, 2007

PAGE 3

Cast and crew of "The Whole Shebang" include Brendan Frost, Matt Barnett, Matt Fitzgerald, Sadie Langemo, Evan Christie, Emily Henrikson, Adam Christenson, Clara Cavins-Wolford, Tristan Larson, Johan Anderson and Tony Dostert. Christopher Lien is the director.

***** We Are Proud** of Moorhead High School student Ryan Sederquist who was selected for membership in the Minnesota Band Directors Association 9th and 10th Grade Honor Band for the 2006-07 school year. Sederquist was one of 74 students selected from more than 204 who auditioned this fall for a position in this group. His director at Moorhead High School is Doug Engstrom.

***** We Are Proud** of Horizon Middle School students Eunhae Park and Jenny Noble who were selected for membership in the Minnesota Band Directors Association Middle Level Honor Band for the 2006-07 school year. Their director at Horizon Middle School is Denise Pesola. More than 271 sixth- to eighth-grade band students from Minnesota auditioned last fall for this 76-member group. Park was one of 16 clarinetists chosen, and Noble was one of two bassoonists selected.

***** We Are Proud** of the Moorhead High School debate team members who have qualified for the National Forensics League debate tournament in Kansas in June. The team of Mia Bonitto and Michelle Stanley qualified for the national tournament, and the team of Cassie Beedy and Joe Skaggs Jr. is the first alternate. Will Hailer is the Moorhead High debate coach. Assistant coaches are Eric Short, Emily Faltesek and Kristi Cronin.

***** We Are Proud** of the Horizon Middle School Mathcounts Team for placing first in the chapter competition held Feb. 7 at Minnesota State University Moorhead. Team members were Lukas Gemar, Andrew Carlson, Jonathan Haglund and Yingying Zhang. Individual competitors were Matt Boberg, Maija Lindaas, Sam Wisenden, and Gabe Wright.

Lukas Gemar captured first place individual and second place in the countdown round. Jonathan Haglund placed second individual and Andrew Carlson placed fourth individual and third in the countdown round.

The top four scoring individuals, Gemar, Haglund, Carlson and Wisenden, will make up the team going to the state Mathcounts competition in Plymouth, Minn., on

SCHOOL BOARD AGENDA - March 12, 2007

PAGE 4

March 24. The Mathcounts team is coached by Ken Welken.

Mathcounts, a national competition, tests students on probability, statistics, linear algebra, and polynomials.

***** We Are Proud** of Moorhead Math Team 1 for placing second in the Junior High Tri-College Math Contest held February 28 at Concordia College. The second place finish was a result of a first place tie in which a tiebreaker determined the winner. Team members were ninth-graders Adam Brewer, Samantha Brewer, Ryan Sederquist, and Chris Thiebert, eighth-graders Matt Boberg and Lukas Gemar, and seventh-graders Andrew Carlson and Jonathan Haglund.

Lukas Gemar placed first individual, Jonathan Haglund placed second individual, and Adam Brewer placed in the top ten individual. The team is coached by Ken Welken and Monica Peterson.

- 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 School 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 School 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, School 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 8-11
- B. BUSINESS SERVICE MATTERS - Weston
 - (1) Approval of Collection of NSF Check - Page 12
- C. HUMAN RESOURCE MATTERS - Nielsen
 - (1) Approval of Early Retirement - Page 13
 - (2) Approval of Resignations - Page 14

SCHOOL BOARD AGENDA - March 12, 2007

PAGE 5

(3) Approval of New Employees - Page 15

D. SUPERINTENDENT MATTERS - Nybladh

(1) Approval of February 12 and February 26, 2007 Regular Meeting Minutes -
Pages 16-25

(2) Approval of March 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 School 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.)

Extended Day EXCEL Programs - Kovash

Pages 26-29

4. ROBERT ASP ROOF REPLACEMENT BID: Weston

Pages 30-32

Suggested Resolution: Move to approve the bid from Pierce Roofing and Sheet Metal in the amount of \$241,540 for the Robert Asp Elementary School roof project.

Moved by _____ Seconded by _____

Comments _____

5. COMMITTEE REPORTS

6. OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD

7. ADJOURNMENT

SCHOOL BOARD AGENDA - March 12, 2007**PAGE 6****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
TEAELS Testing Window	March 12-16		
Township Election Day (No schl activities may be scheduled from 6-8 pm)	March 13		
Health/Safety/Wellness Com	March 15	9:30 am	PCE
Grds 6-8 Orchestra Concert with Mark Wood	March 15	7 pm	Fgo Civic Center
Destination ImagiNation Regional Tournament	March 17	All Day	HMS
Staff Development Committee	March 19	3:30 pm	PCE
Policy Review Committee	March 19	7 pm	PCE
Community Educ Adv Council	March 20	7 pm	PCE
K-12 Professional Development (Before or After School)	March 21		
Interagency Early Interv Com	March 21	12 pm	FSC
Parent/Child Literacy Night	March 22	6-7:30 pm	PCE
Student Assistance Adv Com	March 26	3-4 pm	PCE
School Board	March 26	7 pm	PCE
MHS Orchestra & Band Concerts	March 26	6:30 & 8 pm	Auditorium
End of Third Quarter (MHS)	March 27		
Technology Committee	March 27	3:45 pm	PCE
Hopkins Family Fun Night	March 30	5:30-8:30 pm	EHS
SG Reinertsen PTAC	April 2	7 pm	Media Center
Robert Asp PTAC	April 2	6:30 pm	Media Center
Mhd High PTAC	April 2	7 pm	Conf Rm
Continuing Educ Com	April 3	6:45 am	Village Inn
Indian Educ Parent Com	April 4	5 pm	PCE
K-12 Staff Prof Development (Before or After School)	April 4		
Clay County Joint Powers Com	April 5	7 am	City Hall
No School	April 5		
No School/Good Friday	April 6		

SCHOOL BOARD AGENDA - March 12, 2007
PAGE 7

CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
School Board	April 9	7 pm	PCE
No School/Tchr Comp Day	April 9		
Ellen Hopkins PTAC	April 10	6:30 pm	Media Center
Grade 9 GRAD Test (Written Comp)	April 10		RRALC/MHS
Basic Skills Test Retakes (Seniors Only)	April 10-12		RRALC/MHS
Instr and Curr Adv Com	April 12	7 am	PCE
Horizon Middle Schl PTAC	April 12	7 pm	Media Center
Early Chldhd Advisory Com	April 12	7 pm	PCE
Robert Asp Carnival	April 13	5:30-8:30 pm	Robert Asp



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.090

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: February 28, 2007
RE: Donation

Moorhead Area Public Schools has received the following donations from Linda Luttrell:

- 1 Superior Easel #1450 valued at \$130
- 1 Testrite Easel valued at \$80
- 1 Opaque projector valued at \$300

SUGGESTED RESOLUTION: Move to accept the donation of two easels and a projector valued at \$510 from Linda Luttrell and direct administration to send a thank you card.

Linda Luttrell
2715 S Rivershore Dr
Moorhead, MN 56560

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.088

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: February 28, 2007
RE: Donation

Moorhead Area Public Schools has received \$300 from Teresa (Joppa) Norwig and Richard Norwig and Lydia and Melissa Norwig to cover the cost of taxidermy for a grey owl. The owl was donated to Horizon Middle School for science classes.

SUGGESTED RESOLUTION: Move to accept the donation of \$300 for taxidermy expense for a grey owl and direct administration to send a thank you card to Teresa, Richard, Lydia and Melissa Norwig at:

Teresa Norwig
3911 7th St S
Moorhead, MN 56560

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.091

TO: Dr. Larry Nybladh

FROM: Lynne Kovash *LK*

DATE: February 28, 2007

RE: Donation

In January, Ellen Hopkins Elementary received 250 books through the Mexican Government Consulate in St. Paul, which donated 11,165 Spanish textbooks to 82 organizations in Minnesota and northern Wisconsin.

The "2007 Free Spanish Textbooks Program" is part of an effort by the government of Mexico to continue education in the Spanish language. The textbooks will contribute to the teaching of Spanish as a second language and will help strengthen the identities of Mexican nationals, especially children, and give them a better understanding of their history, culture and language.

SUGGESTED RESOLUTION: Move to accept the donation of textbooks from the Mexican Government Consulate in Saint Paul and direct administration to send a thank you card.

Nathan Wolf, El Consul de Mexico
Consulado de Mexico en Saint Paul, MN
797 East 7th St
St. Paul, MN 55106

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.089

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: February 28, 2007
RE: Donation

Moorhead Area Public Schools has received a donation of a piano keyboard from Bert Chamberlain. The keyboard is valued at \$375. The keyboard will be used at Robert Asp Elementary.

SUGGESTED RESOLUTION: Move to accept the donation of a keyboard valued at \$375 from Bert Chamberlain.

LAK/kmr



Department of Business Services
Moorhead Area Public Schools

Memo B.07.025

TO: Dr. Larry P. Nybladh, Superintendent

FROM: Mark Weston, Assistant Superintendent of Business Services *MW*

DATE: March 5, 2007

RE: NSF Checks

Request permission to write off the following NSF check and submit it to the Red River Collection Agency.

On the Activity Acct:

Patricia Olson	\$128.00
Total	\$128.00

Suggested Resolution: Move to approve collection of the NSF check as listed above.

MHW:mde



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.081**

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Hansen, Director of Human Resources
DATE: March 5, 2007
RE: Early Retirement

The administration request approval of retirement for the following person:

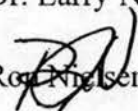
Orv Kaste Supervisor, Property Services Department, effective July 31, 2007.

SUGGESTED RESOLUTION: Move to approve the Early Retirement of Orv Kaste as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.080**

TO: Dr. Larry Nybladh, Superintendent
FROM:  Ron Nielsen, Director of Human Resources
DATE: March 5, 2007
RE: Resignation

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

Leah Tvedt Food & Nutrition Server, Horizon Middle School, effective March 9, 2007.

Amy Traut COTA, EIS, effective May 25, 2007.

SUGGESTED RESOLUTION: Move to approve the resignation of Leah Tvedt and Amy Traut as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.082**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: March 5, 2007

RE: New Employee

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.

Angela Caron Paraprofessional, S.G. Reinertsen Elementary, 6.5 hours per day, B21 (0-2)
\$12.65 per hour, effective March 5, 2007. (Replaces Cheryl Biegler)

SUGGESTED RESOLUTION: Move to approve the employment of Angela Caron as presented.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 12, 2007
PAGE 1**

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

MEMBERS ABSENT: Karin Dulski and Lisa Erickson.

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

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

APPROVAL OF AGENDA: Ladwig moved, seconded by Fagerlie, to approve the agenda as presented. Motion carried 5-0.

WE ARE PROUD:

*** **We Are Proud** of the following winners of the Grade Level Spelling Bees held in January:

- 5th Grade Spelling Bee: Forrest Leitch
- 6th Grade Spelling Bee: Tyla Dahl-Monroe
- 7th Grade Spelling Bee: Alita Taylor
- 8th Grade Spelling Bee: Darian Hansen

The Spelling Bee coordinator is Lois Brown.

*** **We Are Proud** of the following winners of the District Spelling Bee held February 1:

- 1st Place: Adam Anderson, Grade 7
- 2nd Place: Darian Hansen, Grade 8
- 3rd Place: Emily Kari, Grade 6
- 4th Place: Eunhae Park, Grade 8
- 5th Place: Minh Tran, Grade 6

These students will advance to the Region IV Forum Communications/Lakes Country Service Cooperative Spelling Bee on February 22 in Fergus Falls. Lois Brown is the Spelling Bee coordinator.

*** **We Are Proud** of Louis Sand, grade 8, for winning the Horizon Middle School School

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 12, 2007
PAGE 2**

Geography Bee held January 16, 2007. Jordan Oberlander, grade 8, took second, and Lukas Gemar, grade 8, took third. Sand has taken a written test to determine if he qualifies for the State Geographic Bee in St. Paul. Beth Thorpe and Lois Brown are the Geography Bee coordinators.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Grants - Approve the grants awarded by Moorhead Area Education Foundation to Wendy Paulson and Kim Koeck (S.G. Reinertsen Learner Support) \$300 for Sensory Integration in the Classroom; Bonnie Stafford (Moorhead High School 10th Grade Social Studies) \$200 for Risk Strategy Games; and Maribeth Plankers (Moorhead High School) \$500 for Social Communication Skills Program.

Agreement - Approve the University of North Dakota Affiliation Agreement for Moorhead Area Public Schools to serve as a field experience center for students enrolled in the Teacher Education Curriculum.

Gifts - Accept the donation of \$1,000 from Scheels, \$500 from MSUM Continuing Studies and \$500 from Concordia College to be used to assist with the costs associated with the Community Education Summer Youth Directory.

Collection of NSF Checks - Approve collection of NSF checks as listed:

General Account:

Ramelle Day	\$ 60
Pamela Hesteness	\$ 25
Mark Gackle	\$ 20
Mark Gackle	\$ 20
Mark Gackle	\$ 20
Total	\$145

Activity Account:

Pamela Hesteness	\$ 25
Mark Gackle	\$ 72

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 12, 2007
PAGE 3**

Mark Gackle	\$168
Kara Carpenter	\$ 42
Trevor Laidlaw	\$ 10
Total	\$317

Advertisement of Bids - Approve the advertising of bids for the repair and replacement of the Robert Asp Elementary School roof.

Military Leave

Kathleen Shasky- Paraprofessional, High School, to begin on February 3, 2007 through February 17, 2007.

Family/Medical Leave

Jennifer Engkjer - Science Teacher, High School to begin approximately May 2, 2007 for the remainder of the 2006-2007 school year.

Susan Bryant - Learner Support Services Teacher, S.G. Reinertsen Elementary, to begin January 29, 2007 for six weeks.

Beth Thorpe - Social Studies Teacher, Horizon Middle School to begin on February 15, 2007 for six weeks.

Resignations

Julie Hestera - Food & Nutrition Server, Horizon Middle School, effective February 2, 2007.

Cheryl Biegler - Paraprofessional, S.G.Reinertsen Elementary, effective February 23, 2007.

Mark Weston - Assistant Superintendent of Business, effective December 31, 2007.

Change in Contract

Patricia Frahm - Paraprofessional, High School, to Paraprofessional, West Central Juvenile Center effective February 5, 2007.

Early Retirement

Nancy Evans - Accounts Payable, Probstfield Center for Education, effective September 28, 2007.

New Employees

Bayan Amedy - Lunchroom Supervisor, Horizon Middle School, 2 hours per day, \$8.22 per

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 12, 2007
PAGE 4**

hour, effective January 18, 2007. (Replaces Gloria Vega)
Jenny Lancon - Lunchroom Supervisor, Horizon Middle School, 2 hours per day, \$8.22 per hour, effective January 23, 2007. (Replaces Amy Van Horn)
Barbara Haman - Paraprofessional, S.G. Reinertsen Elementary, 2.5 hours per day, \$12.65 per hour, effective February 2, 2007. (Replaces Judy Wiebesick)
Darlene Gronbeck - Food & Nutrition Server, Hopkins Elementary, 2.75 hours per day, \$8.22 per hour, effective January 10, 2007. (Replaces Stephany Smith)

Minutes - Approve the January 8 and January 22, 2007 regular meeting minutes as presented.

Claims - Approve the February Claims, subject to audit, in the amount of \$1,162,263.54.

General:	\$1,022,950.38
Food:	\$118,213.44
Community Service:	\$21,099.72
TOTAL	\$1,162,263.54

Motion carried 5-0.

SCHOOL BOARD/STAFF DIALOGUE

(This section is an effort on the part of the School 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.)

"Unpacking the Standards and Developing Formative and Summative Assessments in the Moorhead Elementary Schools" - Elementary principals Anne Moyano and Kevin Kopperud and staff members Jennifer Carney, Sue Knorr, Diane Thiel, Becky Wolford, and Vicki Breneman presented information related to the process of Unpacking Standards and Developing Formative and Summative Assessments to align and determine standards at the elementary grade levels.

APPROVAL OF POLICY: Ladwig moved, seconded by Siggerud, to approve the policy, Human Rights Committee (235), as presented. Motion carried 5-0.

APPROVAL OF POLICY: Fagerlie moved, seconded by Ladwig, to approve the policy, Public Right to Know/Release of Information (303), as presented. Motion carried 5-0.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 12, 2007
PAGE 5**

APPROVAL OF POLICY: Thompson moved, seconded by Siggerud, to approve the policy, Policies Incorporated by Reference for Employees/Personnel (499), as presented. Motion carried 5-0.

APPROVAL OF POLICY: Ladwig moved, seconded by Fagerlie, to approve the policy, Student Withdrawal/Dropout (517), as presented. Motion carried 5-0.

APPROVAL OF POLICY: Fagerlie moved, seconded by Ladwig, to approve the policy, Do Not Resuscitate/Do Not Intubate Orders (DNR/DNI) (533), as presented. Motion carried 5-0.

APPROVAL OF POLICY: Siggerud moved, seconded by Thompson, to approve the policy, Crisis Intervention and Student Support (553), as presented. Motion carried 5-0.

APPROVAL OF POLICY: Fagerlie moved, seconded by Siggerud, to approve the policy, Hazing Prohibition (571), as presented. Motion carried 5-0.

APPROVAL OF POLICY: Ladwig moved, seconded by Thompson, to approve the policy, Policies Incorporated by Reference for Students (599), as presented. Motion carried 5-0.

APPROVAL OF POLICY: Fagerlie moved, seconded by Siggerud, to approve the policy, Use of All School Equipment and Materials for Instructional Purposes Off School Premises (732), as presented. Motion carried 5-0.

APPROVAL OF POLICY: Siggerud moved, seconded by Ladwig, to approve the policy, Disposition of Obsolete Equipment and Material (833), as presented. Motion carried 5-0.

COMMITTEE REPORTS: Brief reports were heard related to the Activities Council, Instruction and Curriculum Advisory Committee, Indian Education Parent Committee, S.G. Reinertsen PTAC, and Horizon Middle School PTAC meetings and the MSBA Negotiations Seminar attended in Detroit Lakes.

Siggerud left the meeting at 8:00 p.m.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 12, 2007
PAGE 6**

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Thompson stated the Horizon Middle School play "Just So" was very good and announced the dates and time of the play for those who would like to attend. Tomhave commented on receipt of the data from the Chainsaw Planning surveys and noted it was very interesting.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:04 p.m.

Carol Ladwig, Clerk

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 26, 2007
PAGE 1**

MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Carol Ladwig, Mike Siggerud, and Bill Tomhave.

MEMBERS ABSENT: Kristine Thompson and Dr. Larry P. Nybladh.

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

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

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

WE ARE PROUD:

***** We Are Proud** of Hannah Pearson, fourth-grade student at S.G Reinertsen Elementary School, for leading a school-wide coin drive to collect money to assist the Moorhead family who recently lost their home to a fire. During Kindness Week, February 12-16, \$1,811.83 was collected for this drive.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Gift - Accept the donation of \$675 from the Donald Weesner Foundation to provide bus transportation for all fifth graders at S.G. Reinertsen Elementary School to attend the Prairie Wetlands Learning Center in Fergus Falls for an all-day field trip.

Other Leave

Tracy Boehm - Teacher, Ellen Hopkins Elementary, effective for the 2007-2008 school year.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 26, 2007
PAGE 2**

Parental Leave

Angela Jelinek - Science Teacher, High School, effective approximately May 15th, 2007 for the remainder of the 2006-2007 school year.

Return from Leave of Absence

Linn Webb - Elementary Teacher, effective for the 2007-2008 school year.

Kevin Anderson - Occupational Therapist, effective for the 2007-2008 school year.

Resignations

Rochelle Walswick - Teacher on Leave of Absence, effective at the end of the 2006-2007 school year.

Kirsten Kopacek - Teacher on Leave of Absence, effective at the end of the 2006-2007 school year.

Mark Jenson - Teacher on Leave of Absence, effective at the end of the 2006-2007 school year.

Marn Odden - Paraprofessional, Partners in Learning, effective February 21, 2007.

Early Retirement

Lynn Halmrast - School Psychologist, District wide, effective at the end of the 2006-2007 school year.

Kathleen Andrews - English as Second Language Teachers, Horizon Middle School, effective at the end of the 2006-2007 school year.

Helen Friend - Speech Language Pathologist, District wide, effective at the end of the 2006-2007 school year.

Barbara Mulder - Teacher on Extended Leave, effective at the end of the 2006-2007 school year.

Sandy Kortan - Instructional Coach, District wide, effective at the end of the 2006-2007 school year.

Joanne Molstre - Learner Support Teacher, Outreach, effective August 17, 2007.

Audrey Ochocki - Physical/Health Disabilities Teacher, Moorhead High School and Horizon Middle School, effective at the end of the 2006-2007 school year.

Debera Frey - Vision Impaired Teacher, District wide, effective at the end of the 2006-2007 school year.

New Employees

Amy Stockinger - Food & Nutrition Server, Horizon Middle School, 2.75 hours per day, \$8.22 per hour, effective February 21, 2007. (Replaces Julie Hestera)

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 26, 2007
PAGE 3**

Travis Henry - Web Programmer, Probstfield Center for Education. B32 (0-3) \$18.26 per hour, 8 hours per day, effective February 20, 2007. (Replaces Jake Welch)

Motion carried 6-0.

MOORHEAD HIGH SCHOOL COURSE PROPOSAL: Chad Mattson and Sarah Miller reviewed the Peer Tutoring Course Proposal with the School Board. Dulski moved, seconded by Erickson, to approve the addition of the Peer Tutoring Course at Moorhead High School to begin the 2007-2008 school year. Motion carried 6-0.

**RESOLUTION DIRECTING ADMINISTRATION TO MAKE RECOMMENDATIONS
FOR REDUCTIONS IN PROGRAMS AND POSITIONS AND REASONS THEREFORE:**

Fagerlie moved, seconded by Erickson, the resolution to direct administration to recommend reductions in programs and positions to the School Board as needed to reduce expenditures as a result of declining enrollment and financial limitations. Motion carried 6-0.

MOORHEAD SCHOOL DISTRICT INDIAN EDUCATION PROGRAM RESOLUTION

AND RECOMMENDATIONS: Erickson moved, seconded by Siggerud, to receive the recommendations of the Moorhead School District Indian Education Committee and direct administration to file the report with the Minnesota Department of Education. Motion carried 6-0.

SCHOOL BOARD RECOGNITION WEEK: Kovash announced that the Minnesota School Boards Association had set February 26-March 2 as School Board Recognition Week in Minnesota as a time to build awareness and understanding of the function an elected board of education plays in our society. Moorhead Area Public Schools is joining with other districts throughout the state to recognize the contribution board members make to communities.

The commemorative week is a time to show appreciation for the dedicated service of school board members and promote understanding of the role of the school board in our system of public schools. Our school board is one of 341 boards across Minnesota.

The School Board members serving the district and their years of service are:

Karin Dulski, 2006-2010

Mike Siggerud, 2004-2008

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 26, 2007
PAGE 4**

Lisa Erickson, 2000-2008
Cindy Fagerlie, 2004-2008
Carol Ladwig, 1992-2008

Kristine Thompson, 1998-2010
Bill Tomhave, 2002-2010

COMMITTEE REPORTS: Brief reports were heard regarding the Horizon Middle School Play "Just So," Ellen Hopkins School FYI Night, Clay County Joint Powers Committee, Robert Asp PTAC, and Community Education Advisory Council meetings. Tomhave thanked Pam Gibb for her efforts related to the Home Show at the Fargo Dome. Ladwig thanked reporter Tracy Frank for the article on PTACs and parent involvement in *The Forum*.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: None.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:07 p.m.

Carol Ladwig, Clerk



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.098

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: March 5, 2007
RE: Extended Day EXCEL Programs

Deb Pender-Tilleraas and Sally Doran will provide information to the school board regarding Moorhead Public Schools Extended Day EXCEL Programs.

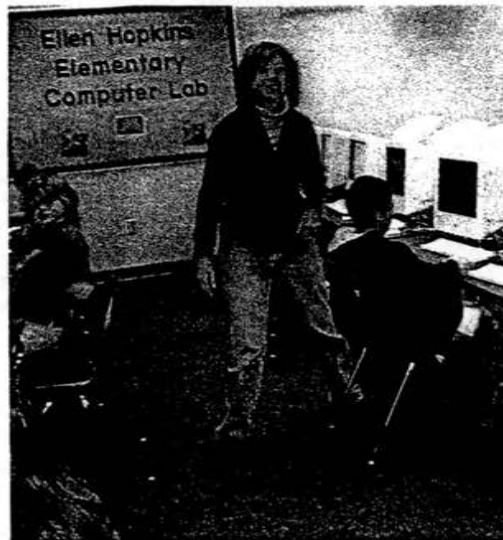
An informational brochure and budget information are attached.

LAK/kmr
Attachment



EXCEL SCHEDULES

EXCEL PROGRAMS	DAYS AND TIMES	LOCATION
AM Before School Grades 2-5	Monday-Friday 7:30-8:20 a.m.	Hopkins Reinertsen
AM Before School Breakfast Patrol Grades 3-5	Monday-Friday 7:30-8:20 a.m.	Robert Asp
During School PEP Kindergarten	Monday-Friday 10:50 a.m.-12:20 p.m.	Hopkins
PM After School EXCEL Grades 3-5	Tuesday and Thursday 2:50-5 p.m.	Robert Asp Hopkins Reinertsen



FOR MORE INFORMATION CONTACT EXCEL COORDINATORS

S.G. Reinertsen Elementary
Melissa Voecks
284- 5363 ~ mvoecks@moorhead.k12.mn.us

Ellen Hopkins Elementary
Shannon Dahlberg
284-4456 ~ sdahlberg@moorhead.k12.mn.us

Robert Asp Elementary
Diana Johnson
284-6348 ~
dianajohnson@moorhead.k12.mn.us

District
Sally Doran
284-4363 ~ sdoran@moorhead.k12.mn.us

EXCEL PROGRAM MANAGER

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

MOORHEAD AREA PUBLIC SCHOOLS

EXTENDED DAY EXCEL PROGRAMS



Moorhead Area Public Schools
have several opportunities to ex-
pand a student's learning.

The Targeted Services EXCEL
Extended Day Programs offer a
variety of experiences to extend the
day for students needing more time
and more instructional help.

*The greatest gift to grant a child is
the gift of time.*



AM BREAKFAST PATROL

EXCEL students in grades 3-5 are able to model their leadership and social skills before the day begins. Students are expected to help with serving breakfast and monitoring students in the gym and hallways. Adult supervision is provided by EXCEL staff.



BEFORE SCHOOL EXCEL AM PROGRAMS

Moorhead elementary school students in Grades 2-5 are invited to school early. The day will begin from 7:30-8:15 a.m. with licensed staff and small groups. The EXTRA time allows additional reading and math help. It is also a time for special projects and EXTRA computer time.

Students are selected based on academic scores, data and teacher judgement. If a student is not able to arrive early, he or she may access the After School EXCEL Program.

Many students are able to participate in both the AM and PM EXCEL programs.



DURING SCHOOL EXCEL PROGRAMS

Primary Extra Program (PEP)

Kindergarten students often need more time to absorb all of the academic expectations presented to them in a one-half day. Therefore, a program is being implemented for those students needing some EXTRA time and help.

Ellen Hopkins Elementary School is currently piloting the program as an action research project. There are fifteen morning and afternoon students. Morning students selected are invited to stay an additional hour and a half, while afternoon students are invited to begin their school day an hour and a half earlier.

Learning activities in math and reading are provided in small groups with certified staff. The children also enjoy a family style healthy lunch filled with fun vocabulary experiences.



AFTER SCHOOL EXCEL PM PROGRAM

Students in Grades 3-5

Each elementary site has an EXCEL PM after school program to provide additional learning time. The EXCEL PM program runs Tuesdays and Thursdays from 2:50-5 p.m. The program begins after conferences in October and ends in mid May. This allows for approximately 112 hours of EXTRA instructional time for intermediate students.

Students are selected based on academic data and classroom performance. The required reading and math assessments, Measures of Academic Progress (MAP) and Minnesota Comprehensive Assessments (MCA) are the primary assessments examined by staff for referral and instructional purposes.

Children are also provided with a healthy snack, recess and transportation at no additional cost to the student.

**Moorhead District Elementary
Extended Day Programs
Budget 2006-2007**

Extended After School Program

Enrollment: 80 students
X Number of hours per day: 2.25
X \$3.75 per student

Budget per day: \$675.00
Total Days: X 50
Total Income (per building): \$33,750.00

Total Elementary Income: \$101,250.00

Extended Before School Program

Enrollment: 80 students
X Number of hours per day: .3125 average
X \$3.75 per student

Budget per day: \$ 93.75
Total Days: X 170
Total Income (per building): \$15,937.50

Total Elementary Income: \$47,812.50

Primary EXTRA Program (PEP)

Enrollment: 15 students
X Number of hours per day: 1.5
X \$4.00 per student

Total Days: X 57
Total Income: \$5,130.00

District (Hopkins Pilot Program): \$5,130.00

*** Total District Elementary Budgets \$154,192.50**



Department of Business Services
Moorhead Area Public Schools

Memo B.07.024

TO: Dr. Larry P. Nybladh, Superintendent

FROM: Mark Weston, Assistant Superintendent of Business Services *mW*

DATE: March 5, 2007

RE: Robert Asp Elementary School Roof Bids

Attached please find a bid sheet from Foss Architects detailing the bids received for the Robert Asp Elementary School roof project.

As you will note in reviewing the bids, Pierce Roofing and Sheet Metal submitted the low bid at \$241,540 plus alternates. After reviewing the bid with Foss Architects, we have agreed that the bid received from Pierce Roofing and Sheet Metal should be received and awarded as submitted.

Please contact me should you have any questions relating to this matter.

Suggested Resolution: Move to approve the bid from Pierce Roofing and Sheet Metal in the amount of \$241,540 for the Robert Asp Elementary School roof project.

MHW:mde
Attachments



March 8, 2007

To: Mr. Mark Weston Fax: 284 -3333
Asst. Supt. of Business Services
Moorhead Public Schools, ISD No. 152,
Moorhead, Minnesota.

RE: Recommendation of Award for
Partial Re-Roofing Project - 2007
Robert Asp School, ISD No. 152
Moorhead, Minnesota

Dear Mark,

Please find enclosed the bid tabulation for the above project. Fortunately, all the Bids were favorable and within your initial budget. My last estimate for 35,000 sf of re-roofing was \$250-260,000, so its good to see 2 bidders in the \$ 240,000 range. Timing was everything, and bidding this project one (1) week prior to the bids for NDSU and Fargo Schools was to your advantage on pricing.

The apparent low bidder for the project is Pierce Roofing at a cost of \$241,540.00. Pierce will be using Johns-Manville felts and asphalt for the roof membrane. Their add alternate for a 20 year warranty at \$2,845 is a bargain. The substantial completion is scheduled for August 30, 2007. The bidding documents stated that you would like the project completed by August 1, 2007. I called Frank Pierce Jr. and his intent on this project is to have the hot asphalt work completed by August 1, 2007, with remaining sheet metal items completed by end of August.

We have both worked with Pierce and I'm confident that they can provide you with a good Roof. Thus, based upon his low Base Bid and alternates, I recommend award to Pierce Roofing.

Base Bid	\$ 241,540.00
Alt. No. 1B-20 year warranty:	<u>2,845.00</u>
Total price with Alternate	\$ 244,385.00

Please let me know of your final decisions on Award, as we can initiate contracts once the Board has reached a decision.

Thank you for the opportunity to help you on this project.

Sincerely,


Patrick DeLaPointe

Foss Architecture

CC: File

Enclosures: Bid tab.

TABULATION OF BIDS

PARTIAL REROOFING - 2007
ROBERT ASP SCHOOL
INDEPENDENT SCHOOL DISTRICT NO. 152
MOORHEAD, MINNESOTA

FOSS ARCHITECTURE & INTERIORS
Moorhead, Minnesota

Project No. 0704

Bid Opening: March 8, 2007

Contractors	A d d e n d u m	S e c o n d u m	Date of Substantial Completion	Base Bid - All Work and Roofing Membrane Manufacturer	Alt. No. 1A - 15-Year Warranty (Add)	Alt. No. 1B - 20-Year Warranty (Add)	Unit Price No. 1 - Replace Existing Roof Insulation (Add per B.F.)	Unit Price No. 2 - 1/2" Top Cover Replacement (Add per S.F.)	Unit Price No. 3 - Replace Existing Wood Blocking (Add per B.F.)	Unit Price No. 4 - Replace Existing Roof Drains (Add)
A & R Roofing Co., Inc. Fargo, North Dakota	X	X	August 1, 2007	\$244,940.00 J-M	+\$5,420.00	No Bid	+\$1.10	+\$0.55	+\$3.00	+\$590.00
GRS/Greenberg Roofing & Sheet Metal Co. Fargo, North Dakota				No Bid						
Herzog Roofing, Inc. Detroit Lakes, Minnesota	X	X	08/01, 2007	\$275,920.00 Johns Manville	+\$2,000.00	+\$4,000.00	+\$1.72	+\$0.87	+\$2.25	+\$625.00
Lee's Roofing & Sheet Metal Fargo, North Dakota				No Bid						
Pierce Roofing & Sheet Metal Fargo, North Dakota	X	X	Aug. 31, 2007	\$241,540.00 Johns-Manville	+\$1,415.00	+\$2,845.00	+\$1.25	+\$0.51	+\$1.85	+\$556.00

* Apparent Low Bidder

S-M9-BDS.
26 March 2007

INDEPENDENT SCHOOL DISTRICT #152

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

March 26, 2007

7:00 p.m.

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

ATTENDANCE:

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

AGENDA

1. CALL TO ORDER

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

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

***** We Are Proud** of the Moorhead School Board for receiving the MSBA District Award of Distinction. Districts achieve this award when a majority of their school board members have completed enough hours of training to receive either the MSBA Directors' Award or President's Award. The Moorhead School Board was recognized at the 2007 MSBA Leadership Conference on January 11, 2007.

SCHOOL BOARD AGENDA - March 26, 2007

PAGE 2

- 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 School 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 School 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, School 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 7-8
- (2) Approval of Agreement - Pages 9-12
- (3) Acceptance of Funding - Pages 13-14

B. BUSINESS SERVICE MATTERS - Weston

C. HUMAN RESOURCE MATTERS - Nielsen

- (1) Approval of Family/Medical Leave - Page 15
- (2) Approval of Other Leave - Page 16
- (3) Approval of Termination - Page 17
- (4) Approval of New Employees - Page 18

D. SUPERINTENDENT MATTERS - Nybladh

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

Moved by _____ Seconded by _____

Comments _____

3. 2007-2008 SCHOOL CALENDAR: Nybladh

Pages 19-20

Suggested Resolution: Move to approve the 2007-2008 School Calendar as presented.

SCHOOL BOARD AGENDA - March 26, 2007

PAGE 3

Moved by _____ Seconded by _____
Comments _____

4. **FIRST READING OF POLICIES:** Nybladh
Pages 21-78

The School Board will conduct a first reading of the following policies: School Board Policy Development, Adoption, Implementation, and Review (221), Employee Drug and Alcohol Testing (421), Attachment A: Driver Acknowledgment Drug and Alcohol Testing Policy and Materials (421-A), Attachment B: Bus Driver or Driver Applicant Authorization to Release Information (421-B), Attachment C: Bus Driver or Driver Applicant Drug and Alcohol Test Consent, Release and Acknowledgment (421-C), Attachment D: Bus Driver or Driver Applicant Refusal to Submit to Testing (421-D), Attachment E: Pretest Notice (421-E), Attachment F: Notice of Results and Various Rights (421-F), Attachment G: Explanation of Positive Test Result (421-G), Attachment H: Acknowledgment Drug and Alcohol Testing Policy (421-H), Employee Right to Know - Exposure to Hazardous Substances (424), Health and Safety Protection (425), Subpoena of a School District Employee (443), Activities Council Advisory Committee (236), Student Immunization Requirements (530), Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), Maltreatment of Vulnerable Adults (535), Student Activities (540), and Prohibition of Harassment and Violence (570).

5. **2007-2008 BUDGET REVIEW PRESENTATION:** Nybladh
Pages 79-88

6. **2007-2008 PRELIMINARY STAFFING PLAN:** Kovash
Pages 89-91

Suggested Resolution: Move to approve the 2007-2008 Preliminary Staffing Plan as presented.

Moved by _____ Seconded by _____
Comments _____

SCHOOL BOARD AGENDA - March 26, 2007

PAGE 4

7. **RESOLUTION FOR DISCONTINUING AND REDUCING PROGRAMS AND LICENSED POSITIONS:** Kovash

Pages 92-93

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

Moved by _____ Seconded by _____

Comments _____

8. **ELEMENTARY SCHOOL ATTENDANCE AREA REVISION:** Nybladh

Pages 94-97

9. **COMPREHENSIVE ARTS PLANNING PROGRAM 13 (CAPP) GRANT**

APPLICATION: Kovash

Pages 98-111

Suggested Resolution: Move to approve the grant application for the Comprehensive Arts Planning Program 13 (CAPP) and direct administration to complete the process.

Moved by _____ Seconded by _____

Comments _____

10. **COMMITTEE REPORTS**

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

12. **ADJOURNMENT**

SCHOOL BOARD AGENDA - March 26, 2007**PAGE 5****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
End of Third Quarter (MHS)	March 27		
Technology Committee	March 27	3:45 pm	PCE
Hopkins Family Fun Night	March 30	5:30-8:30 pm	EHS
SG Reinertsen PTAC	April 2	7 pm	Media Center
Robert Asp PTAC	April 2	6:30 pm	Media Center
Mhd High PTAC	April 2	7 pm	Conf Rm
Continuing Educ Com	April 3	6:45 am	Village Inn
Indian Educ Parent Com	April 4	5 pm	PCE
K-12 Staff Prof Development (Before or After School)	April 4		
Clay County Joint Powers Com	April 5	7 am	City Hall
No School	April 5		
No School/Good Friday	April 6		
School Board	April 9	7 pm	PCE
No School/Tchr Comp Day	April 9		
Ellen Hopkins PTAC	April 10	6:30 pm	Media Center
Grade 9 GRAD Test (Written Comp)	April 10		RRALC/MHS
Basic Skills Test Retakes (Seniors Only)	April 10-12		RRALC/MHS
Instr and Curr Adv Com	April 12	7 am	PCE
Horizon Middle Schl PTAC	April 12	7 pm	Media Center
Early Chldhd Advisory Com	April 12	7 pm	PCE
Robert Asp Carnival	April 13	5:30-8:30 pm	Robert Asp
Com Ed Appreciation Event	April 17	5 pm	PCE
MCA Testing (MCA-II)/ TEAE (Grds 3-8 Reading)	April 17		
Interagency Early Interv Com	April 18	12 pm	FSC
MCA Testing (MCA-II)/ TEAE (Grades 3-8 Reading, Grade 11 Math))	April 19		
Health/Safety/Wellness Com	April 19	9:30 am	PCE

SCHOOL BOARD AGENDA - March 26, 2007**PAGE 6****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
School Board	April 23	7 pm	PCE
Technology Committee	April 24	3	
Activities Council	April 24	7 am	MHS Conf Rm
MCA Testing (MCA-II)/ TEAEM (Grades 3-8 Math)	April 24		
Elem Parent FYI Night	April 26	7 pm	Robert Asp
MCA Testing (MCA-II)/ TEAEM (Grades 3-8 Math)	April 26		
MHS Spring Play	April 26-29	7:30 pm	Auditorium
Grades 6-12 P/T Confs	April 30	5-8:30 pm	
Parent/Teacher Family Night	April 30	5-7 pm	RRALC



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.093

TO: Dr. Larry Nybladh
FROM: Lynne Kovash JK
DATE: March 12, 2007
RE: Donation

Moorhead Area Public Schools has received a donation of sixteen easels and 65 three-hole punches from Office Max valued at approximately \$300.00 to be used in classrooms at Horizon Middle School.

SUGGESTED RESOLUTION: Move to accept the donation of easels and three-hole punches from Office Max and direct administration to send a thank you card to:

Office Max
4360 13th Ave SW
Fargo, ND 58103

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.106

TO: Dr. Larry Nybladh

FROM: Lynne Kovash *LK*

DATE: March 20, 2007

RE: Donation

Moorhead Area Public Schools has received a donation from Gate City Bank of \$860. The money will be used for After School Open Library Hours for High School Computer access.

SUGGESTED RESOLUTION: Move to accept the donation of \$860 from Gate City Bank and direct administration to send a thank you card.

Steve Swiontek
Chairman of the Board
President & CEO
500 2nd Ave N
PO Box 2847
Fargo ND 58108

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.100

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: March 17, 2007
RE: Augustana College Mutual Agreement for Student Teaching

Attached is a Mutual Agreement for Student Teaching with Augustana College. The agreement is to confirm collaboration by Augustana College and the Moorhead Area Public Schools in the student teaching experience of Augustana College enrollees preparing for the teaching profession. Terms of this agreement shall commence on July 1, 2007 and end on June 30, 2009. Moorhead Area Public School Policy 921 supports the agreement with universities and colleges to provide field experience for pre-service teachers.

Moorhead Area Public Schools would provide students of Augustana College an opportunity to work cooperatively in a teacher-learning situation with a teacher certified by the state of Minnesota.

SUGGESTED RESOLUTION: Move to approve the Mutual Agreement for Student Teaching with Augustana College commencing on July 1, 2007 and ending on June 30, 2009.

LAK/kmr
Attachment

AUGUSTANA COLLEGE

MUTUAL AGREEMENT FOR STUDENT TEACHING

BETWEEN

**AUGUSTANA COLLEGE
EDUCATION DEPARTMENT
SIOUX FALLS, SOUTH DAKOTA**

AND

**MOORHEAD INDEPENDENT SCHOOL DISTRICT #152
OF MOORHEAD, MINNESOTA**

2007-2009 School Year

This agreement is entered into between the Moorhead Independent School District #152 of Moorhead, Minnesota, and Augustana College, Sioux Falls, South Dakota. The purpose of this agreement is to confirm collaboration by Augustana College and the Moorhead Independent School District #152 in the student teaching experience of Augustana College enrollees preparing for the teaching profession.

The following conditions are made a part of the contract:

Augustana College will:

1. It will place at the School only student teachers who are eligible for such placement under state and Augustana College rules, and School Board regulations. All placements will initiate through and be approved by the Schools' Office of Staff Development.
2. It will pay to the cooperating teacher or the school an amount not to exceed \$100.00 for each student teacher placed in the School.
3. It will provide regular student teaching supervision by a qualified designee(s).
4. It will cooperate with the School in the development and implementation of the Student Teaching Program.
5. All records and data received by Augustana College as a result of this agreement will be treated by Augustana College in accordance with the terms of the Minnesota Government Data Practices Act and all federal laws and rules pertinent thereto.

The Moorhead Independent School District #152, Moorhead, MN agrees that:

1. It will supply to the student teacher so placed by Augustana College an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license and has at least three years total teaching experience.
2. It will cooperate with Augustana College in the development and implementation of the Student Teaching Program.
3. It shall provide appropriate supervision of the student teacher pursuant to rules promulgated by its board. Such rules may not conflict with any minimum requirements established by the State or Augustana College with regard to the Student Teaching Program.
4. It shall immediately notify Augustana College if there is a change in the licensure status of any practicing teacher providing supervision to any student teacher assigned hereunder.
5. It shall not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this agreement. Therefore, a student teacher shall not act as a substitute teacher.
6. It shall consider and treat any student teacher placed at the School pursuant to this agreement as an employee for purposes of workers compensation.
7. It shall consider and treat any student teacher placed at the School pursuant to this agreement as an employee for purposes of liability insurance coverage and the provision of legal counsel.
8. It shall reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause or lack of funding.
9. It shall consider and treat all records and data regarding a student teacher, whether such records or data are received from Augustana College or the student teacher or are generated by the School, as records and data subject to the provisions of Minnesota Statutes Section 13.01 et seq., Minnesota Rules part 1205.0100 et seq., 20 U.S.C. 1232 g and 34 C.F.R. Section 99.1 et seq. The School shall comply with the provisions of these State and Federal statutes and regulations as applied to records and data regarding any student teacher placed at the School pursuant to this agreement as though such statutes and regulations were fully applicable to the School.

General Provisions:

1. Term of this agreement shall commence on July 1, 2007 and end on June 30, 2009 (a two year period).

2. The School or Augustana College shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party.
3. Any amendments to this agreement shall be in writing.
4. Both parties agree to be bound by the laws and regulations of the State and Federal Governments including all provisions in regard to discrimination and the Americans With Disabilities Act (ADA) and/or Section 504 of the Rehabilitation Act of 1973.

Approved:

Signed: For Augustana College

Date: _____

Name: _____

Title: _____

Signed: For Moorhead Independent School District #152

Date: _____

Name: _____

Title: _____



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.094

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: March 12, 2007
RE: Carl D. Perkins Funding for Instructional Materials

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

The *Developing Child* book series: 32 student textbooks, 1 student activity manual, 1 student activity manual teachers edition, 1 Developing Brain transparency, 1 teaching and learning resources, and 1 observation CD MAC Format from Glencoe-McGraw Hill.

The total award is \$1,842.00. These items are to be used only by the Family and Consumer Science Program at Moorhead High School. Any other use is in violation of the federal Carl D. Perkins funds with which they were purchased.

SUGGESTED RESOLUTION: Move to accept the funding for the instructional materials as presented valued at \$1,842.00 from Lakes Country Carl D. Perkins Consortium.

LAK/kmr



Lakes Country Service Cooperative

Jeremy Kovash, Executive Director

1001 E. Mount Faith | Fergus Falls, MN 56537

Phone: (218) 739-3273 | Fax: (218) 739-2459 | www.lcsc.org

FEB 20 2007

LK

February 19, 2007

To: Cheryl Adams
Moorhead High School

From: Inger Churchill
Carl Perkins/Tech Prep Specialist

RE: APPROVED INSTRUCTIONAL MATERIALS REQUEST

The following request for instructional materials has been approved for funding by the Lakes Country Perkins Consortium:

Instructional Materials: The Developing Child book series: 32 student textbooks, 1 student activity manual, 1 student activity manual teachers edition, 1 Developing Brain transparencies, 1 teaching and learning resources, and 1 observations CD MAC FORMAT.

Vendor: Glencoe-McGraw Hill.

Your total award is \$1,842.00. These items are in the process of being purchased by the Lakes Country Perkins Consortium and will be provided to you upon receipt. Please be reminded that these items have been purchased for and are to be used ONLY by the Family and Consumer Science Program at Moorhead High School. Any other use is in violation of the federal Carl D. Perkins funds with which they were purchased. Please feel free to contact me at 1-800-739-3273, if you have any questions about your award.

Congratulations on your instructional materials award! I hope that you will find that this award will contribute to the technical skill attainment in career and technical education students at Moorhead High School.

CC Larry Nybladh, Superintendent
Gene Boyle, Principal



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.086

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 20, 2007
RE: Family/Medical Leave

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

Jean Moe Spanish Teacher, High School, effective May 8, 2007 for the remainder of the 2006-2007 school year.

SUGGESTED RESOLUTION: Move to approve the Family/Medical Leave for Jean Moe pursuant to Section IV, Article 38 of the Teachers' Master Agreement.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.085

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 20, 2007
RE: Other Leave

The Administration requests an extension of Other Leave for the following person:

Gloria Crosby Paraprofessional, High School, effective April 5, 2007 through the end of the 2006-2007 school year. Previous request was granted only until April 3, 2007.

Bayan Alemadi Paraprofessional, Horizon Middle School, effective May 11, 2007 for the remainder of the 2006-2007 school year.

SUGGESTED RESOLUTION: Move to approve the extension of Other Leave for Gloria Crosby and Bayan Alemadi pursuant to Article VII, Section 8 of the Paraprofessional Master Agreement.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.087

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nybladh, Director of Human Resources
DATE: March 20, 2007
RE: Termination

The administration request the termination of the following person:

Todd Lunde Food & Nutrition Server, Ellen Hopkins Elementary, effective March 14, 2007.

SUGGESTED RESOLUTION: Move to approve the termination of Todd Lunde as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.084**

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 20, 2007
RE: New Employees

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.

Beth Zerr Paraprofessional, Partners in Learning, 6 hours per day, 3 days per week, B21 (0-2) \$12.65 per hour, effective March 15, 2007. (Replaces Marn Odden)

Renae Gaughan Cafeteria Supervisor, Horizon Middle School, 2 hours per day, 5 days per week. \$8.22 per hour, effective March 14, 2007. (Replaces Lucas Cole)

Susie Bolgrean Crossing Guard, S.G. Reinertsen Elementary, 1.5 hours per day, 5 days per week, effective March 12, 2007. (Replaces Sue Nichols)

SUGGESTED RESOLUTION: Move to approve the employment of Beth Zerr, Renae Gaughan and Susie Bolgrean as presented.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.078

TO: School Board

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

DATE: March 19, 2007

RE: 2007-2008 School Calendar

The attached proposal for the 2007-2008 School Calendar was developed through a consensus process by the District's Calendar Committee. The committee reviewed the parameters for school district calendars, contract language and feedback from district staff to develop the working draft. The committee's decision-making process provided for input and review by all district staff.

Suggested Resolution: Move to approve the 2007-2008 School Calendar as presented.

LPN:mde
Attachment

July 2007	August	September
2 3 4 5 6	1 2 3	③ 4 5 6 7
9 10 11 12 13	6 7 8 9 10	10 11 12 13 14
16 17 18 19 20	13 14 15 16 17	17 18 19 20 21
23 24 25 26 27	20 21 22 23 24	24 25 26 27 28
30 31	27 28 29 30 31	
October	November	December
1 2 3 4 5	1 2	(3) (4) 5 6 7
8 9 10 (11) 12	5 6 7 8 9	10 11 12 13 14
(15) (16) 17 (18) 19	12 13 14 15 16	17 18 19 20 21
22 23 24 25 26	19 20 21 22 23	24 25 26 27 28
29 30 31	26 27 28 29 30	(31)
January 2008	February	March
① 2 3 4	1	3 4 5 6 7
7 8 9 10 11	4 5 6 7 8	10 11 12 13 14
14 15 16 17 18	(11) (12) (13) 14 (15)	17 18 19 20 21
21 22 23 24 25	18 19 20 21 22	24 25 26 27 28
28 29 30 31	25 26 27 28 29	31
April	May	June 2008
1 2 3 4	1 2	2 3 4 5 6
7 8 9 10 11	5 6 7 8 9	9 10 11 12 13
14 15 16 17 18	12 13 14 15 16	16 17 18 19 20
21 22 23 24 25	19 20 21 22 23	23 24 25 26 27
(28) (29) 30	(26) 27 28 29 30	30

<input type="checkbox"/>	Professional Development/ No School for Students
<input type="checkbox"/>	Prof. Dev. (morning) / Teacher Work Day (after- noon) / No Classes
<input type="checkbox"/>	Prof. Development 1 Hour Before or After School
<input type="checkbox"/>	No School
()	P/T Conference (Varies by Bldg.)
—	K-12 Teacher Comp. Day

Snow Make-Up:

Jan. 2
March 17
March 18
June 5, 6 and beyond

Payroll Dates:

July 31, 2006
August 31
September 28
October 31
November 30
December 21
January 31, 2008
February 29
March 31
April 30
May 30
June 30

2007-2008 SCHOOL CALENDAR

2007		2008 continued....	
Aug. 28	Prof. Development (a.m.) / Teacher Work Day (p.m.)	Jan. 22	Prof. Development (a.m.) / Teacher Work Day (p.m.) / No Classes
Aug. 28	Back to School Night (Horizon)	Feb. 5	Basic Skills Test Math Retest Gr. 11-12
Aug. 29-31	Professional Development	6	Basic Skills Test Reading Retest Gr. 11-12
Aug. 30	Back to School Night (Elem.)	6, 20	Prof. Development Before/After School
Sept. 3	Labor Day	11, 12	K-12 P/T Conferences (5-8:30 p.m.)
4	K-12 Classes Begin	11, 12	K - P/T Conferences (day)
6	Back to School Night (MHS)	13	K-5 P/T Conferences (8-11, 12-4) /
12, 26	Prof. Development Before/After School		MHS & HMS Comp Day / No Classes K-12
Sept. 17-Oct. 12	Fall MAP Testing	14	K-12 No School/Teacher Comp.
Oct. 10, 24	Prof. Development Before/After School	15	No School
11	9-12 P/T Conferences (5-8:30 p.m.)	18	No School/Contractual Holiday
12, 15	K - P/T Conferences (day)	19-29	TEAE-II Field Tests
15	K-12 P/T Conferences (5-8:30 p.m.)	March 3-14	TEAELS Testing Window
16	K-8 P/T Conferences (8-11, 12-4, 5-8:30) / MHS Comp Day / No Classes K-12	7	End of 2nd Trimester (Horizon)
17	No Classes K-12 / Teacher Comp.	12, 26	Prof. Development Before/After School
18-19	Education Minnesota (EM)	17-21	No School
Oct. 22-Nov. 9	MTAS Field Tests	21	Contractual Holiday
Nov. 7	End of 1st Quarter (MHS)	24-28	TEAE Testing Window
14, 28	Prof. Development Before/After School	April 2	End of 3rd Quarter (MHS)
21-23	Thanksgiving Holiday	8	BST Writing - Seniors Only
27	GRAD/BST Writing Retest Grades 10-12	9	Prof. Development Before/After School
28	BST Math Retest Grades 11-12	9-10	BST Math, Reading Retest - Grades 11-12
29	BST Reading Retest Grades 11-12	10	Grade 6 Minnesota Writes!
30	End of 1st Trimester (Horizon)	15	Grade 9 GRAD Test of Written Comp
Dec. 3, 4	9-12 P/T Conferences (5-8:30 p.m.)	15, 16	MCA-II Gr. 10 Reading, Gr. 11 Math
22	Winter Break Begins	15, 17	Reading MCA-II Gr. 3-8
24-25	Contractual Holidays	22, 24	Math MCA-II, MTELL Gr. 3-8
Dec. 31-Jan. 1	Contractual Holidays	28-29	MHS & HMS P/T Conferences (5-8:30 p.m.)
	2008	April 28-May 23	MCA-II Science Test (Gr. 5, 8, MHS) / Spring MAP Testing
Jan. 2	No Classes K-12 / Teacher Comp.	May 26	Memorial Day / Contractual Holiday
3	K-12 Classes Resume	June 4	Last Day for K-12 Students
9, 30	Prof. Development Before/After School	5	Last Day for K-12 Staff / Professional Dev. (a.m.) / Teacher Work Day (p.m.)
18	End of 2nd Quarter/Semester (MHS)	6	No School / Teacher Comp.
21	Martin Luther King Jr. Day / K-12 Professional Development	8	Graduation
		July 4	Contractual Holiday



Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.079

TO: School Board

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

DATE: March 19, 2007

RE: First Reading of Policies

Please find attached the following policies: School Board Policy Development, Adoption, Implementation, and Review (221), Employee Drug and Alcohol Testing (421), Attachment A: Driver Acknowledgment Drug and Alcohol Testing Policy and Materials (421-A), Attachment B: Bus Driver or Driver Applicant Authorization to Release Information (421-B), Attachment C: Bus Driver or Driver Applicant Drug and Alcohol Test Consent, Release and Acknowledgment (421-C), Attachment D: Bus Driver or Driver Applicant Refusal to Submit to Testing (421-D), Attachment E: Pretest Notice (421-E), Attachment F: Notice of Results and Various Rights (421-F), Attachment G: Explanation of Positive Test Result (421-G), Attachment H: Acknowledgment Drug and Alcohol Testing Policy (421-H), Employee Right to Know - Exposure to Hazardous Substances (424), Health and Safety Protection (425), Subpoena of a School District Employee (443), Activities Council Advisory Committee (236), Student Immunization Requirements (530), Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), Maltreatment of Vulnerable Adults (535), Student Activities (540), and Prohibition of Harassment and Violence (570), for your review.

LPN:mde
Attachments

Board Policies

School Board Policy Development, Adoption, Implementation, and Review

School Board Policy: 221

Section: 200 SCHOOL BOARD

Date Adopted: 8/27/2001

Date Revised:

Dates Reviewed: 10/27/2003
5/9/2005

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy making role of the Moorhead sSchool bBoard to provide guidance on the ongoing structured review of policy and to clarify the responsibility of the school administration for implementation of Moorhead sSchool bBoard policy.

II. GENERAL STATEMENT OF POLICY

A. Formal guidelines are necessary to ensure our school community and the Moorhead Area Public School system respond to its mission and operate in an effective, efficient and consistent manner. Therefore, a set of written policy statements shall be maintained and modified as needed. These policies define the desire and intent of the Moorhead School Board and are to be in a format which is sufficiently explicit to guide administrative action.

B. It shall be the responsibility of the Moorhead Area Public Schools Superintendent to implement sSchool bBoard policy and to recommend additions or modifications as needed. The administration is authorized to develop guidelines and directives to implement sSchool bBoard policies. These guidelines and directives shall not be inconsistent with said policies. These written procedures shall be reviewed along with the School bBoard policies they are intended to implement.

C. Employee and student handbooks shall be subject to an annual review and approval by the Moorhead School Board. ~~School principals~~ Building administrators and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the Superintendent to assure compliance with sSchool bBoard policy before presenting to the sSchool bBoard for approval.

III. DEVELOPMENT OF POLICY

A. The Moorhead School Board has the jurisdiction to legislate policy for the Moorhead Area Public School district with the force and effect of law. School bBoard policy provides the general direction as to what the sSchool bBoard wishes to accomplish while delegating implementation of the policy to administration.

B. The sSchool bBoard's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The sSchool bBoard shall determine the effectiveness of the policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a sSchool bBoard member, employee, student or member of the school district. Proposed policies or ideas shall be submitted to the sSuperintendent for review prior to possible placement on the sSchool bBoard agenda.

IV. ADOPTION OF POLICY

A. Moorhead School Board will give notice of proposed policy changes or adoption of new policies by placing the item on the agenda for discussion at two sSchool bBoard meetings. The policy changes shall be reviewed by the district's Policy Review Committee if possible before placing them on the School bBoard agenda. Proposals will be distributed and sSchool bBoard and public comment will be allowed at both meetings prior to final sSchool bBoard action.

B. The final action taken to adopt proposed new policies or revised policies shall be by simple majority vote of the

sSchool bBoard subsequent to the second meeting. The policy will become effective on the date the policy is adopted or a date stated in the motion, whichever is later.

C. In case of an emergency or due to legislative, legal or state department required modifications or time lines in which the sSchool bBoard has no control, a new or modified policy may be adopted by a majority vote of a quorum of the sSchool bBoard. A statement regarding the need for immediate adoption of the policy shall be included in the minutes. The sSchool bBoard has the discretion to determine what constitutes an emergency situation.

V. IMPLEMENTATION OF POLICY

A. It shall be the responsibility of the Moorhead sSuperintendent to implement Moorhead sSchool bBoard policies and to develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval of the sSchool bBoard.

B. Paper copies of the policy manual are to be maintained by the sSchool bBoard chair, sSchool bBoard clerk and district sSuperintendent. Moorhead sSchool bBoard members, employees and the public will be able to access the policy manual at the district's Web site (www.moorhead.k12.mn.us). It shall be the responsibility of the sSuperintendent, School bBoard secretary, individual sSchool bBoard members, and others designated by administration to keep the policy manuals current.

C. When there is no Moorhead sSchool bBoard policy in existence to provide guidance on a matter, the Superintendent of Moorhead Area Public Schools is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the sSuperintendent shall advise the sSchool bBoard of the need for a policy and present a recommended policy to the sSchool bBoard for approval.

VI. POLICY REVIEW

A. Moorhead sSchool bBoard policies will be reviewed at least once every four years. Administrative procedures supporting those policies will be reviewed at the same time. The Moorhead Policy Review Committee when possible will review and make recommendations to current policy as they come forward for periodic review. Their recommendations will be brought forward to the sSchool bBoard by the sSuperintendent.

Legal References:

Minnesota Statute 123B.02 Subd. 1 (School District Powers)
Minnesota Statute 123B.09 Subd. 1 (School Board Powers)
Minnesota Statute 123B.143 (Superintendent)

Cross References:

Moorhead School Board Policy 201: School Board Legal Status
Moorhead School Board Policy 233: Policy Review Committee
Moorhead School Board Policy 310: School Superintendent

Board Policies

Employee Drug and Alcohol Testing

School Board Policy: 421

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 12/12/1994

Date Revised: 12/9/2002

Dates Reviewed: 5/11/1998
12/9/2002

I. PURPOSE

A. The Moorhead ~~s~~School ~~b~~Board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The ~~s~~School ~~b~~Board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. It is the belief of the Moorhead ~~s~~School ~~b~~Board that a work environment free of drug and alcohol use will not only be safer, healthier, and more productive, but will also be more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the ~~s~~School ~~b~~Board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. 181.950 through 181.957.

II. GENERAL STATEMENT OF POLICY

A. All Moorhead Area Public ~~s~~School ~~d~~District employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. 181.950-181.957.

B. The Moorhead Area Public ~~s~~School ~~d~~District may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. 181.950 through 181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property. (Refer to Article IV, Section C for additional definitions.)

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy.

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana, cocaine, amphetamines, opiates (including heroine), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the Evidential Breath Testing Device (EBT).
24. "Commercial motor vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.
6. "DOT" means United States Department of Transportation.
37. "Driver" includes full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
48. "Evidential Breath Testing Device" (EBT) means an EBT approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration.
59. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving laboratory results generated by the school district's drug testing program who has knowledge of substance abuse disorders and appropriate medical knowledge and training to interpret and evaluate an individual's positive test result together with that individual's medical history and any other biomedical information.
10. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the Medical Review Officer or the Designated Employer Representative; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to sign the certification on the forms); or (i) is reported by the Medical Review Officer as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.
611. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
12. "Stand Down" means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before a Medical Review Officer completes the verification process.

713. "Screening Test Technician" (STT) means anyone meeting the requirements for a BAT who may act as an STT, provided that the individual has demonstrated proficiency in the operation of non-evidential screening devices (approved for use in lieu of EBTs to perform screening tests).

814. "Substance Abuse Professional" (SAP) means a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or a certified addiction counselor with the knowledge and clinical experience in the diagnosis and treatment of alcohol, controlled substances, and related disorders. For additional definitions, see Article IV, Section C.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures (421.1) to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a Commercial Motor Vehicle (CMV).
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; ~~is suspected~~, and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistant program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require a school district to obtain a signed statement from each driver certifying that he or she has received a copy of these materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the Medical Review Officer (MRO), the Breath Alcohol Technician (BAT), the Substance Abuse Professional (SAP), and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who tests greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No drivers shall be on duty or operate a Commercial Motor Vehicle (CMV) while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct. No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least 24 hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04, but may take action otherwise consistent with law and policy of the school district.

G. Prescription Drugs. A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a Commercial Motor Vehicle (CMV).

H. Testing Requirements

1. Pre-Employment Testing

a. A driver applicant shall undergo testing for controlled substances before the first time the driver performs safety sensitive functions for the school district.

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or ~~greater~~ higher, or verified positive results for controlled substances, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), ~~and any SAP referrals~~, within the preceding two (2) years.

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

2. Post-Accident Testing

a. As soon as practicable following an accident involving a Commercial Motor Vehicle (CMV), the school district shall test the driver for alcohol and controlled substances if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to

submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. Random Testing

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

b. The school district shall test for alcohol at a minimum annual percentage rate of ~~25~~ 10% of the average number of driver positions, and for controlled substances, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

~~de.~~ Drivers shall proceed immediately to the collection site upon notification of selection, provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test, and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return-To-Duty Testing

A driver found to have violated this policy shall not return to work until a Substance Abuse Professional has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of

controlled substances.

6. Follow-Up Testing

When a Substance Abuse Professional (SAP) has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. ~~Consent to Testing~~

~~Each driver and driver applicant tested under this policy will be requested to sign a consent form in the form of Attachment C at the specimen collection site which authorizes the taking of the sample and the release of the results to the proper authority.~~

8. Right to Refuse and Attendant Consequences

a. A driver or driver applicant ~~has the right to~~ may refuse to undergo drug and alcohol testing.

b. ~~Refusal to submit to testing means the employee or applicant (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice to report for the test; (2) fails to provide adequate urine for a controlled substances test without a valid medical explanation after he/she has received notice to report for the test; or (3) engages in conduct that clearly obstructs the testing process.~~ a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 U.S.C 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

~~c. Refusal to submit to testing will establish a presumption that the driver or driver applicant would test positive if a test were conducted and, therefore, the driver or driver applicant is subject to discipline or disqualification under this policy.~~

~~d.~~ A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally-offered position.

~~e.~~ An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. ~~The employee will be evaluated by a SAP and must submit to a return-to-duty test prior to being reassigned to safety-sensitive functions. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by a Substance Abuse Professional and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.~~

~~f.~~ Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment ~~D~~ C.

I. Testing Procedures

1. ~~Controlled Substances~~ Drug Testing.

a. ~~Controlled substances~~ Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink ~~not more than 24~~ up to forty (40) ounces of fluid ~~and, after a distributed reasonably throughout a period of not more than two (2) up to three (3) hours, again to attempt to provide a sample.~~ If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The ~~MRO~~ Designated Employer Representative shall refer the donor for a medical evaluation to determine if the donor's inability

to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect not to have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the Medical Review Officer (MRO) by the testing laboratory. The MRO reports the results to the ~~school district~~ Designated Employee Representative. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test results. The MRO shall notify each donor that the donor has seventy-two (72) hours in which to request a test of the split specimen at the donor's expense.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the Medical Review Officer (MRO) shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services-SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, or inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that there is a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether there is an acceptable medical reason for the positive result. The MRO shall confirm and report a positive test result to the ~~school district~~ Designated Employer Representative when there is no legitimate medical reason for a positive test result as received from the testing laboratory.

e. If, after making reasonable efforts and documenting those efforts, the Medical Review Officer (MRO) is unable to reach the donor directly, the MRO must contact the ~~school district~~ Designated Employee Representative (DER) who will direct the donor to contact the MRO. If the ~~school district~~ DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

- (1) The donor expressly declines the opportunity to discuss the test results; or
- (2) The donor has not contacted the MRO within ~~five (5) days~~ seventy-two (72) hours of being instructed to do so by the ~~school district~~ DER.
- (3) The Medical Review Officer and the Designated Employee Representative, after making and documenting all reasonable efforts, have not been able to contact the donor with ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

a. The federal alcohol testing ~~rules~~ regulations require breath testing to be administered by a Breath Alcohol Technician (BAT) using an Evidential Breath Testing Device (EBT) or an Alcohol Screening Device (ASD). EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration.

b. Any result less than 0.02 breath alcohol concentration (BAC) is considered a "negative" test. ~~If the alcohol concentration is 0.02 or greater, a second confirmatory test is required to be performed.~~

c. If the donor attempts and fails to provide sufficient saliva for an Alcohol Screening Device, the Designated Employer Representative will immediately arrange to use an Evidential Breath Testing Device. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. ~~For initial screening test, non-evidential test devices are approved. The school district may use these devices for screening purposes, and the STT will perform the test. If the device shows alcohol concentration of greater than 0.02, a~~

~~confirmatory test conducted on an EBT will be required within 15-20 minutes. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an Evidential Breath Testing Device will be required to be performed between 15 and 30 minutes after the completion of the screening test.~~

e. Alcohol tests are reported directly to the Designated Employer Representative ~~school district's testing program manager.~~

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances, have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

~~a. the employee refuses to meet with the SAP for the purpose of an evaluation for alcohol and/or controlled substance use/abuse and recommendations for an educational/counseling or treatment programs;~~

~~b. the employee fails to enter the recommended program, or fails to successfully complete the program; or~~

~~c. the employee fails a return to duty test for alcohol or controlled substances following the evaluation or successful completion of the recommended program, or the subsequent unannounced follow-up alcohol and controlled substances testing.~~

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the Substance Abuse Professional; and

b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

c. This limitation on employee discharge does not bar discharge of a employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be Medtox, Inc. - 402 W. County Road D, St. Paul, Minnesota 55112 (612) 636-7466 - which is a laboratory certified by the Department of Health and Human Services-SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records - 5 years

"Basic Records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers - 3 years

Collection and training records - 2 years

Negative and canceled ~~controlled substance~~ drug tests- 1 year

Alcohol tests with less than 0.02 concentration - 1 year

Education and training records - indefinite

3. The school district shall also maintain an annual calendar year summary of the results of required testing.

N. Training

The school district shall designate certain employees to make determinations of reasonable suspicion. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substance use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicions.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of Substance Abuse Professionals readily available to the driver or applicant and acceptable to the school district.†

~~i. Shall be advised of resources available for evaluating and~~

~~resolving problems associated with misuse of alcohol and drugs.~~

~~ii. Shall be evaluated by a SAP, who shall determine what assistance, if any, the driver needs.~~

~~iii. Must undergo return-to-work testing before returning to duty.~~

~~b. If the driver is identified as needing assistance for resolving drug/alcohol problems and is referred to rehabilitation, the SAP will evaluate him or her to determine that the driver has followed the rehabilitation program. The driver will be subjected to unannounced follow-up testing.~~

~~e. The requirements of this paragraph regarding Referral, Evaluation, and Treatment do not apply to driver applicants who refuse to submit to a required test or who have a confirmed positive test result for controlled substances or for alcohol with a concentration of 0.04 or greater.~~

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by a Substance Abuse Professional (SAP) and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide a SAP evaluation or any subsequent recommended education or treatment.

c. Drivers are responsible for payment for Substance Abuse Professional evaluations and services unless a collective

bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minn. Stat. 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

(Continued)

Board Policies

Employee Drug and Alcohol Testing -- Continued

School Board Policy: 421

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 12/12/1994

Date Revised: 12/9/2002

Dates Reviewed: 5/11/1998
12/9/2002

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., non-school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of Commercial Motor Vehicles (CMVs) who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory which participates in one of the programs listed in Minn. Stat. 181.953, Subd. 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer which is contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require only employees in safety-sensitive positions to undergo drug and alcohol testing on a random selection basis. Safety-sensitive positions subject to this policy are identified on Attachment H of this policy.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale or transfer of drugs or

alcohol while the employee is working or while the employee is on the school district premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minn. Stat. 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than one annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes.

2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for compensation, either full-time or part-time, in whatever form, except for persons whose positions require a commercial driver's license, for the school district, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III).

5. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. 181.953, Subd. 1.

6. "Random selection basis" means a mechanism for selection of employees that:

a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

7. "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

8. "Safety-sensitive position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse to Undergo Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in paragraph 2 and 3 of this Section D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment ~~ED~~ to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. In the case of a positive test result on a confirmatory test, the school district shall also, at the time of providing notice of the test results, provide written notice to inform an employee or job applicant of the right to explain the results and

to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

bc. The employee or job applicant may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. ~~In the case of a positive test result on a confirmatory test, the school district shall also, at the time of providing notice of the test results, provide written notice to inform an employee or job applicant of the right to request a confirmatory retest of the original sample at the employee's or job applicant's own expense. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.~~

b. An employee or job applicant may request a confirmatory retest of the original sample at the employee's or job applicant's own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of the employee's or job applicant's intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. In the case of a positive test result on a confirmatory test, the school district shall also, at the time of providing notice of the test results, provide written notice to inform an employee or job applicant of other rights provided under sections F or G below, whichever is applicable. ~~Attachment G to this policy provides the notices described in paragraphs 2 through 6 of this section E.~~

Attachments E and F to this policy provide the notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employee Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which, includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to

successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding paragraph 1, the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

6. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

Test result reports and other information acquired in the drug or alcohol testing process are, with respect to employees and job applicants, private data on individuals as that phrase is defined in Minn. Stat. Ch. 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding paragraphs 1 and 2, evidence of a positive test result on a confirmatory test may be: (1) used in an

arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minn. Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment ~~HG~~ to this policy.

V. **POSTING**

The school district shall post notice in an appropriate and conspicuous location on school district premises that the school district has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in the school district's personnel office or other suitable locations.

Legal References:

Minn. Statue 181.950-181.957 (Drug and Alcohol Testing in the Workplace)

Minn. Statue 221.031 (Motor Carrier Rules)

49 U.S.C. 31306 (Omnibus Transportation Employee Testing Act of 1991)

49 C.F.R. Parts 40 and 382 (Department of Transportation rules implementing Omnibus Transportation Employee Testing Act of 1991)

49 U.S.C. 521(b) (Civil and Criminal Penalties for Violations)

Cross References:

Moorhead School Board Policy 420: Chemical Use and Abuse Policy

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

ATTACHMENTS TO DRUG AND ALCOHOL TESTING POLICY

Attachments A through D are to be used in conjunction with the drug and alcohol testing of bus drivers and driver applicants.

* Attachment A is a "Driver Acknowledgment -- Drug and Alcohol Testing Policy Materials" form which should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III, Section C, paragraph 4 of the policy.

* Attachment B is a "Bus Driver or Driver Applicant -- Authorization to Release Information" form. It is referred to in Article III, Section H, paragraph 1 of the policy.

~~* Attachment C is a "Bus Driver or Driver Applicant -- Drug and Alcohol Test Consent, Release, and Acknowledgment" form. It is referred to in Article III, Section H, paragraph 7 of the policy.~~

* Attachment ~~DC~~ is a "Bus Driver or Driver Applicant -- Refusal to Submit to Testing" form. It is referred to in Article III, Section H, paragraph 8 of the policy.

Attachments ~~ED~~ through G are to be used in conjunction with drug and alcohol testing of non-bus drivers and applicants.

* Attachment ~~ED~~ is a "Pretest Notice" that must be provided to non-school bus driver employees or job applicants

before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV, Section E, paragraph 1 of the policy.

* Attachment ~~FE~~ is a "Notice of Test Results and Various Rights" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV, Section E, paragraph 6 of the policy.

* Attachment ~~GF~~ is an "Explanation of a Positive Test Result" which is used by the district when an applicant has a positive test result. It is referred to in Article IV, Section E, Paragraph 4, of the policy.

* Finally, the District may wish to use Attachment ~~HG~~, entitled "Acknowledgment -- Drug and Alcohol Testing Policy," to document that written notice of the policy was given to all affected employees. It is referred to in Article IV, Section J of the policy.

Attachments are included.

ATTACHMENT A

– DRIVER ACKNOWLEDGMENT –

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District #152, Moorhead, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

_____ Upon adoption of the policy. (employee)

_____ Upon my hire. (job applicant/new employee)

_____ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant)

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is _____ and that any questions I may have concerning the policy should be directed to the Program Manager.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

ATTACHMENT B

– BUS DRIVER OR DRIVER APPLICANT –

AUTHORIZATION TO RELEASE INFORMATION

Section 1. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ Date: _____

I-A.

School District Name: _____

Address: _____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

I-B.

Previous Employer Name: _____

Address: _____

Phone #: _____

Designated Employer Representative (if known): _____

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES___ NO___
2. Did the employee have verified positive drug tests? YES___ NO___
3. Did the employee refuse to be tested? YES___ NO___
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES___ NO___
5. Did a previous employer report a drug and alcohol rule violation to you? YES___ NO___
6. If you answers "yes" to any of the above items, did the employee complete the return-to-duty process? N/A___ YES___ NO___

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

II-B.

Name of person providing information in Section II-A: _____

Title: _____

Phone #: _____

Date: _____

ATTACHMENT C

– BUS DRIVER OR DRIVER APPLICANT –

REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

- o Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- o Failing to remain at the testing site until the testing process is complete;
- o Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- o Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- o Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- o Failing or declining to take a second test as directed;
- o Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER).
- o Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to sign the certification on the form; or
- o Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am

an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____

Signature of Employee/Applicant

Supervisor: _____

Supervisor's Signature

Comments: _____

o Employee refusal to sign

Supervisor's Initials: _____

ATTACHMENT D

-- PRETEST NOTICE --

I the undersigned employee/job applicant of Independent School District No. 152, Moorhead, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug and Alcohol Testing Policy.

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT E

[Employee Name]
[Employee Address]

RE: Drug and/or Alcohol Test
[Date of Testing]

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. 152, Moorhead, Minnesota has received the test result report from the testing laboratory:

- o Your initial screening test result was negative.
- o Your confirmatory test result was negative.
- o Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statute 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

- a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

ATTACHMENT F

-- EXPLANATION OF POSITIVE TEST RESULT --

I the undersigned employee/job applicant of Independent School District #152, Moorhead, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- ☐ no over-the-counter or prescription medications; or
- ☐ the following over-the-counter or prescription medications:

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT G

-- ACKNOWLEDGMENT --

DRUG AND ALCOHOL TESTING POLICY

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. 152, Moorhead, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- ☐ Upon adoption of the policy. (employee)
- ☐ Upon my hire. (job applicant/new employee)
- ☐ After receipt of my conditional job offer, before any testing if my job is contingent upon my passing of drug and alcohol testing. (job applicant)

Dated: _____
Signature of Employee/Applicant

Typed or Printed Name

Board Policies

Attachment H: Acknowledgment Drug and Alcohol Testing Policy

School Board Policy: 421-H

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 12/12/1994

Date Revised: 12/9/2002

Dates Reviewed: 5/11/1998
12/9/2002

~~ATTACHMENT H~~

~~DELETE ATTACHMENT~~

~~—ACKNOWLEDGMENT—~~

~~DRUG AND ALCOHOL TESTING POLICY~~

~~I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. 152, Moorhead, Minnesota and have read it in its entirety.~~

~~The District's policy was provided to me:~~

~~_____ Upon adoption of the policy. (employee)~~

~~_____ Upon my hire. (job applicant/new employee)~~

~~_____ After receipt of my conditional job offer, before any testing if my job is contingent upon my passing of drug and alcohol testing. (job applicant)~~

~~Dated:~~

~~Signature of Employee/Applicant:~~

~~Typed or Printed Name:~~

Board Policies

Employee Right to Know - Exposure to Hazardous Substances

School Board Policy: 424

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 11/13/1984

Date Revised: 1/27/2003

Dates Reviewed: 4/26/1994

12/14/1998

1/27/2003

I. PURPOSE

~~Moorhead Area Public Schools, Moorhead, Minnesota, in compliance with Minnesota's 1983 Employee Right to Know Act, established this policy concerning identification and training of employees. The law states that all employees "routinely exposed" to a hazardous substance, harmful physical agent, or infectious agent, must be trained and given access to specific information about those hazards. "Routinely exposed" means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled. The purpose of this policy is to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm. (Minn. Stat. 182.653, Subd. 2)~~

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to provide information and training to employees who may be routinely exposed to a hazardous substance, harmful physical agent or infectious agent.

III. DEFINITIONS

A. "Commissioner" means the Commissioner of Labor and Industry.

B. "Routinely exposed" means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.

C. "Hazardous substance" means a chemical or substance, or mixture of chemicals and substances, which:

1. is regulated by the Federal Occupational Safety and Health Administration under the Code of Federal Regulations; or

2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or

3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a significant risk to worker health and safety or imminent danger of death or serious physical harm to an employee as a result of foreseeable use, handling, accidental spill, exposure, or contamination.

D. "Harmful physical agent" means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to worker health or safety or imminent danger of death or serious physical harm to an employee. This definition includes but is not limited to radiation, whether ionizing or nonionizing.

E. "Infectious agent" means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the

commissioner by rule, with approval of the commissioner of health, which according to documented medical or scientific evidence causes substantial acute or chronic illness or permanent disability as a foreseeable and direct result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.

F. "Blood borne pathogens" means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

IV. TARGET JOB CATEGORIES

Training will be provided to the following: all full and part-time employees who are routinely exposed to a hazardous substance, harmful physical agent or infectious substance as set forth above.

1A. All employees, full or part-time, in these targeted categories:

1. Art,
2. Industrial Technologies,
3. Food Services,
4. Family and Consumer Sciences,
5. Transportation,
6. Buildings and Grounds (Custodians),
7. Elementary and Secondary Science,
8. Supplemental Teaching and Enrichment Program (S.T.E.P.),
9. Swimming Pool,
10. Coaches,
11. School Building Secretaries,
12. Early Childhood Family Education,
13. Playground Supervisors,
14. Special Education (Speech, OTPT, DAPE, EBD, etc.)
15. Alternative Programs (RRALC, Outreach and Collaborative),
16. School Nurse,
17. Health Technicians,
18. Principals, and Others identified by their supervisor.

2B. Any concerned employee, not specifically targeted by this policy, who requests the training.

V. TRAINING SCHEDULE

Training will be provided to the following employees before they begin work beginning a job assignment as follows:

1A. Any newly-hired employee assigned to a work area where he or she is determined to be "routinely exposed" by under the guidelines above.

2B. Any employee reassigned to a work area where he or she is determined to be "routinely exposed" by under the guidelines above.

Legal References:

Minnesota Statute Sections 181.950-181.957 (Drug and Alcohol Testing in the Workplace) Statute Ch. 182 (Occupational Safety and Health)

Minnesota Statute Sections 181.950-181.957 (Drug and Alcohol Testing in the Workplace) Rule 5205 (Safety and Health Standards)

Minnesota Statute Sections 181.950-181.957 (Drug and Alcohol Testing in the Workplace) Rule 5206 (Employee Right to Know Standards)

Minnesota Statute Chapter 182 (Occupational Safety and Health)

Minnesota Rules Chapter 5205 (Safety and Health Standards)

Minnesota Rules Chapter 5206 (Employee Right to Know Standards)

29 C.F.R. 1910.1050, App. B (Substance Technical Guidelines)

Cross References:

Moorhead School Board Policy 425: Health and Safety Protection

Moorhead School Board Policy 531: Communicable Disease Control and Infectious Conditions

Board Policies

Health and Safety Protection

School Board Policy: 425

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 7/17/1995

Date Revised: 1/27/2003

Dates Reviewed: 2/14/2000
1/27/2003

I. PURPOSE

Moorhead Area Public Schools considers health and safety protection an important part of every operation. The school district will establish, provide, and maintain safe and healthful working conditions and insist upon safe work methods and practices at all times.

II. GENERAL STATEMENT OF POLICY

Moorhead Area Public Schools is committed to providing a healthy and safe work environment for all its employees. Regard for safety of the general public, our students, our employees and our subcontractors' employees is of the utmost concern of our district.

Safety does not occur by chance. It is the result of careful attention to all school district operations. It is the responsibility of every member of administration to make the safety and health of our employees their daily concern. Providing a safe place to work, a work environment conducive to safe work practices, and safety policies are primary concerns for the administration.

It is our belief that employees at every level have a responsibility for maintaining safety and occupational health within the district, and are expected to cooperate fully with the district's health and safety policies.

The Moorhead Area Public Schools will have a ~~district~~ Health and Safety Plan which will be developed and updated annually by the Health and Safety/Wellness Committee and forwarded to the Moorhead School Board for approval. The Health and Safety Plan will be placed on the school district's web site to give access to all employees of the district.

Legal Reference:

Minnesota Statute 123B.56 Health, Safety, and Environmental Management
Minnesota Statute 123B.57 Capital Expenditure, Health and Safety

Board Policies

Subpoena of a School District Employee

School Board Policy: 443

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 4/26/1994

Date Revised: 12/9/2002

Dates Reviewed: 4/26/1994

11/24/1997

11/9/1998

12/9/2002

I. PURPOSE

The purpose of this policy is to protect the privacy rights of Moorhead Area Public School District employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for Moorhead School District employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statute Chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to informed consent by the subject of the data or pursuant to a valid court order. A subpoena is not a court order under the MGDPA.

B. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

IV. APPLICATION AND PROCEDURES

A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the Superintendent or designee that the employee has received a subpoena.

B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the Superintendent or designee responsible for the collection, use and dissemination of data.

C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable School Board policies and collective bargaining agreements.

D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References:

Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)

Minnesota Rules 1205.0100, Subp. 5 (Minnesota Rules Regarding Data Practices)

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

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

Board Policies

Activities Council Advisory Committee

School Board Policy: 236

Section: 200 SCHOOL BOARD

Date Adopted: 3/10/2003

Date Revised:

Dates Reviewed: 03/10/2003

I. PURPOSE

The purpose of the Activities Council Advisory Committee is to review and recommend extra- and co-curricular activity policies and procedures to administration.

II. GENERAL STATEMENT OF POLICY

A. Representation on the Activities Council Advisory Committee will consist of:

1. Three to five teachers/coaches/advisors representing junior middle and high school activities ~~and athletics~~;
2. a member from central administration;
3. a principal from the junior middle and high school levels;
4. one male and one female student involved in high school activities ~~or athletics~~;
5. two to four parents/guardians representing junior middle and high school levels will be actively recruited for membership;
6. an officer of the booster club; and
7. two school board members.

B. Members will be selected by administration and will represent areas of activities ~~and athletics~~.

C. Members will become knowledgeable of Minnesota State High School League Activities and Rules, Moorhead Area Public Schools' Student Activity Eligibility Rules and Code of Conduct, and school district policies relating to hazing, prohibition of harassment, lettering, tobacco-free environment, chemical use and abuse, and drug-free schools.

D. Meetings will be held regularly during the school year with agenda and minutes forwarded to members.

E. The Activities Council Advisory Committee will review the activities report as prepared by the activities director.

Cross References:

- Moorhead School Board Policy 540: Student Activities
- Moorhead School Board Policy 541: Student Activity Eligibility
- Moorhead School Board Policy 543: Student Activities Travel
- Moorhead School Board Policy 545: High School Academic, Activity and Varsity Athletic Letters
- Moorhead School Board Policy 551: Student Discipline
- 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 Schools
- Moorhead School Board Policy 573: Tobacco-Free Environment

Board Policies

Student Immunization Requirements

School Board Policy: 530

Section: 500 STUDENTS

Date Adopted: 6/1/2001

Date Revised: 4/11/2005

Dates Reviewed: 4/11/2005

I. PURPOSE

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

II. GENERAL STATEMENT OF POLICY

Moorhead Area Public Schools will work cooperatively with the Clay County Public Health Department and adhere to Minnesota Statutes to ensure all students receive necessary immunizations. All students are required to provide proof of immunization or appropriate documentation exempting the student from such immunization, and such data as necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. STUDENT IMMUNIZATION REQUIREMENTS

A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:

1. A statement, from a physician or a public clinic which provides immunizations, stating that the student received the immunizations required by law, consistent with medically acceptable standards; or

2. A statement, from a physician or a public clinic which provides immunizations, stating that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month, day and year each immunization was administered, consistent with medically acceptable standards.

B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the statement of a physician or a public clinic which administers immunizations. If such a statement is substituted, this statement must indicate the month, day and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.

C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section III. A. or III. B. above or statement of immunization set forth in Section IV. to the Superintendent of the school district by October 1 of each school year.

D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.

E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III. A. or III. B. above or Section IV. below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.

IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a physician's signed statement stating that the immunization of the student is contraindicated for medical reasons or the laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

V. NOTICE OF IMMUNIZATION REQUIREMENTS

A. The school district has developed and implemented a procedure to:

- 1. Notify parent and students of the immunization requirements and the consequences for failure to provide the required documentation;
- 2. Review student health records to determine whether the required information has been provided; and
- 3. Make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

VI. IMMUNIZATION RECORDS

A. ~~Moorhead Area Public Schools district~~ will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.

B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student without the consent of the student's parent or guardian. Under all other circumstances, immunization data is private student data and disclosure of such data shall be governed by Moorhead ~~District~~ School Board ~~p~~Policy 504: Protection and Privacy of Student Records and state statute.

C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.

D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist the transfer of the student's immunization file to the post-secondary educational institution.

VII. OTHER

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

Legal References:

- Minnesota Statute 13.32 (Educational Data)
- Minnesota Statute 121A.157 (Health Standards; Immunizations; School Children)
- Minnesota Statute 144.29 (Health Records; Children of School Age)
- Minnesota Statute 144.3351 (Immunization Data)
- Minnesota Statute 144.441 (Tuberculosis Screening in Schools)
- Minnesota Statute 144.442 (Testing in Schools)
- Op. Att'y Gen. 169-W (Jan. 17, 1968)
- Op. Att'y Gen. 169-W (July 23, 1980)

Minnesota Statute 121A.17 (School Board Responsibilities)
Minnesota Statute 135A.14 (Statement of Immunization of Post-Secondary Students)
McCarthy v. Ozark Sch. Dist., 359 F. 3d, 1029 (8th Cir. 2004)

Cross References:

Moorhead School Board Policy 425: Health and Safety Protection

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

Moorhead School Board Policy 551: Student Discipline

Moorhead School Board Policy 608: Home Schooled Students

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: 6/12/2006

Dates Reviewed: 12/1/90

2/11/92

4/13/98

6/10/02

4/12/04

6/13/05

6/12/2006

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, 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 employees of Moorhead Area Public Schools shall be responsible for reporting pursuant to this section.

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. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.

~~DE.~~ The oral report shall be made 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.

~~EF.~~ 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.

~~FG.~~ 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.

~~GH.~~ 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.

~~HI.~~ 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.

H. 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).

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).

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. 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. 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.

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.

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.

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.

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 Government Data Practices Act, Minn. Stat. Chapter 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

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

Maltreatment of Vulnerable Adults

School Board Policy: 535

Section: 500 STUDENTS

Date Adopted: 8/26/2002

Date Revised: 12/12/2005

Dates Reviewed: 4/12/04

5/9/2005

12/12/2005

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

III. DEFINITIONS

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

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

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

D. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of

forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minnesota Statute 626.5572, Subd. 2.

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

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

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

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

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

IV. REPORTING PROCEDURES

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

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

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

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

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

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

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity

designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks where appropriate.
- B. The Moorhead Area Public Schools will inform employees of this policy through the employee handbook and staff meetings at the beginning of the year.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References:

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

Cross References:

Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity
Moorhead School Board Policy 414: Employee Public and Private Personnel Data
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse
Moorhead School Board Policy 603: Special Education Policies and Procedures

Board Policies

Student Activities

School Board Policy: 540

Section: 500 STUDENTS

Date Adopted: 8/26/2002

Date Revised: 6/13/2005

Dates Reviewed: 6/13/2005

I. PURPOSE

The purpose of this policy is to inform students, employees and the community about Moorhead Area Public Schools' policy related to the student activity program.

II. GENERAL STATEMENT OF POLICY

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program in providing students with additional opportunities for growth and development.

III. DEFINITIONS

Cocurricular activities means school sponsored and directed activities designed to provide opportunities for pupils to participate, on an individual or group basis, in school and public events for the improvement of skills. Cocurricular activities are not offered for school credit, cannot be counted toward graduation and have one or more of the following characteristics:

- (a) They are conducted at regular and uniform times during school hours, or at times established by school authorities;
- (b) Although not offered for credit, they are directed or supervised by instructional staff in a learning environment similar to that found in courses offered for credit;
- (c) They are partially funded by public monies for general instructional purposes under direction and control of the Moorhead School Board.

Extracurricular activities means all direct and personal services for pupils for their enjoyment that are managed and operated under the guidance of an adult or staff member. The School Board shall allow all resident pupils receiving instruction in a home school as defined in Minnesota Statute section 123B.36, subdivision 1, paragraph (a), to be eligible to fully participate in extracurricular activities on the same basis as public school students.

Extracurricular activities have the following characteristics:

- (1) they are not offered for school credit nor required for graduation;
- 2) they are general conducted outside school hours, or if partly during school hours, at times agreed by the participants, and approved by school authorities.

IV. RESPONSIBILITY

A. All students who participate in school sponsored activities are expected to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities.

B. All spectators at school sponsored activities, including parents, employees, and other members of the public are expected to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal or unsportsmanlike behavior at these activities or events.

C. It shall be the responsibility of the Superintendent or designee to disseminate information needed to inform students, parents, staff and the community of the opportunities available within the school activity program and the rules of participation.

D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. It shall be the responsibility of those employees who conduct MSHSL activities to familiarize students and parents with all applicable rules, penalties, and opportunities.

E. The Superintendent or designee shall be responsible for conducting an annual evaluation of school activity programs and presenting the results and any recommendations to the ~~s~~School ~~b~~Board.

Legal References:

Minnesota Statute 123B.36, Subd. 1, Paragraph (a) (Authorized Fees)

Minnesota Statute 123B.49 (Cocurricular and Extracurricular Activities)

Cross References:

Moorhead School Board Policy 515: School District Student Attendance

Moorhead School Board Policy 551: Student Discipline

Moorhead School Board Policy 608: Home Schooled Students

Board Policies

Prohibition of Harassment and Violence

School Board Policy: 570

Section: 500 STUDENTS

Date Adopted: 5/27/1986

Date Revised: 2/13/2006

Dates Reviewed: 5/1/1990

9/14/1993

6/9/1997

7/9/2001

4/11/2005

2/13/2006

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from religious, racial, national origin, or sexual harassment and violence. The Moorhead Area Public Schools prohibits any form of religious, racial, sexual orientation, national origin, or sexual harassment and violence.

II. GENERAL STATEMENT OF POLICY

A. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to harass a pupil, teacher, administrator, or other school personnel through conduct or communication of a sexual nature or regarding religion, national origin, and race as defined by this policy. (For purposes of this policy, school personnel includes School Board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.)

B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to inflict, threaten to inflict, or attempt to inflict religious, racial, sexual orientation, national origin, or sexual violence upon any pupil, teacher, administrator or other school personnel.

C. The Moorhead Area Public Schools will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial, sexual orientation, national origin, or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

III. RELIGIOUS, RACIAL, NATIONAL ORIGIN, AND SEXUAL HARASSMENT AND VIOLENCE DEFINED

A. Sexual Harassment; Definition.

(1) Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

(a) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or

(b) submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

(c) that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.

(2) Sexual harassment may include but is not limited to:

(a) unwelcome verbal harassment or abuse;

- (b) unwelcome pressure for sexual activity;
- (c) unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
- (d) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- (e) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- (f) unwelcome behavior or words directed at an individual or group because of gender.

B. Racial Harassment; Definition.

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

- (1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- (2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- (3) otherwise adversely affects an individual's employment or academic opportunities.

C. National Origin Harassment; Definition.

National origin harassment consists of physical or verbal conduct which is related to an individual's place of birth or any of the individual's lineal ancestors, when the conduct:

- (1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- (2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;
- (3) otherwise adversely affects an individual's employment or academic opportunities.

D. Religious Harassment; Definition.

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

- (1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- (2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- (3) otherwise adversely affects an individual's employment or academic opportunities.

E. Sexual Violence; Definition.

(1) Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes Section 609.341, include the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.

(2) Sexual violence may include, but is not limited to:

- (a) touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
- (b) coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
- (c) coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
- (d) threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

F. Racial Violence; Definition.

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

G. Sexual Orientation; Definition.

Sexual orientation means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. Sexual orientation does not include a physical or sexual attachment to children by an adult.

H. National Origin Violence; Definition.

National origin violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to the individual's place of birth or any of the individual's lineal ancestors.

I. Religious Violence; Definition.

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

J. Assault; Definition. Assault is:

- (1) an act done with intent to cause fear in another of immediate bodily harm or death;
- (2) the intentional infliction of or attempt to inflict bodily harm upon another; or
- (3) the threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the victim of religious, racial, sexual orientation, national origin, or sexual harassment or violence by a pupil, teacher, administrator or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute religious, racial, sexual orientation, national origin, or sexual harassment or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party or complainant to use Administrative Procedure 570.1 available from the administrator of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a district Human Rights Officer or to the Superintendent.

B. In Each School Building. The building administrator is the person responsible for receiving oral or written reports of religious, racial, sexual orientation, national origin, or sexual harassment or violence at the building level. Any adult school district personnel who receives a report of religious, racial, national origin, or sexual harassment or violence shall inform the building administrator immediately.

C. Upon receipt of a report, the building administrator must notify the school district Human Rights Officer immediately, without screening or investigating the report. The building administrator may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building administrator to the Human Rights Officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the Human Rights Officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the building administrator. If the complaining involves the building administrator, the complaint shall be made or filed directly with the Superintendent or the school district Human Rights Officer by the reporting party or complainant.

D. In the District. The Moorhead School Board hereby designates the Director of Human Resources as the school district Human Rights Officer to receive reports or complaints of religious, racial, sexual orientation, national origin, or sexual harassment or violence. If the complaint involves the Human Rights Officer (Director of Human Resources), the complaint shall be filed directly with the Superintendent.

E. The school district shall conspicuously post the name of the Human Rights Officer (Director of Human Resources), including mailing addresses and telephone numbers with this policy.

F. Submission of a good faith complaint or report of religious, racial, sexual orientation, national origin, or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.

G. Use of formal reporting forms is not mandatory.

H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

V. INVESTIGATION

A. By authority of the school district, the Human Rights Officer (Director of Human Resources), upon receipt of a report or complaint alleging religious, racial, sexual orientation, national origin, or sexual harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all facts and surrounding circumstances.

D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial, sexual orientation, national origin, or sexual harassment or violence.

E. The investigation will be completed as soon as practicable. The school district Human Rights Officer (Director of Human Resources) shall make a written report to the Superintendent upon completion of the investigation. If the complaint involves the Superintendent, the report may be filed directly with the School Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violation of this policy.

VI. SCHOOL DISTRICT ACTION

A. Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged religious, racial, sexual orientation, national origin, or sexual harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If

so, the duties of mandatory reporting under Minnesota Statute 626.556 may be applicable.

B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff.

B. A summary of this policy (Appendix A) shall be given to each school district employee in the Employee Handbook and independent contractor at the time of entering into the person's contract.

C. A summary of this policy (Appendix A) shall appear in each school's student handbook.

D. The school district will develop a method of discussing this policy with students and employees annually.

E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

~~EF.~~ This policy shall be reviewed by the Human Rights Officer (Director of Human Resources) at least annually for compliance with state and federal law.

Legal References:

Minnesota Statute 15.85 (Discipline for Racial Harassment)

Minnesota Statute 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)

Minnesota Statute Chapter 363A (Minnesota Human Rights Act)

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

42 U.S.C. 2000e et seq. (Title VII of the Civil Rights Act)

Cross References:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination

Moorhead School Board Policy 401: Equal Employment Opportunity Statement

Moorhead School Board Policy 414: Employee Public and Private Personnel Data

Moorhead School Board Policy 501: Equal Educational Opportunity

Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse

Moorhead School Board Policy 551: Student Discipline

APPENDIX A

****ATTENTION****

MOORHEAD AREA PUBLIC SCHOOL DISTRICT 152 POLICY AGAINST RELIGIOUS, RACIAL, SEXUAL ORIENTATION, NATIONAL ORIGIN, AND SEXUAL HARASSMENT AND VIOLENCE

1. Everyone in Moorhead Area Public Schools has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent religious, racial, sexual orientation, national origin, or sexual harassment and violence of any kind.

2. A harasser may be a student or an adult. Harassment may include the following when related to religion, race, sexual orientation, national origin, sex or gender:

- a. name calling, joking or rumors;
- b. pulling on clothing;
- c. graffiti;

- d. notes or cartoons;
 - e. unwelcome touching of a person or clothing;
 - f. offensive or graphic posters or book covers; or
 - g. any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.
3. You may also make a written report. It should be given to a teacher, counselor, the building administrator or the Human Rights Officer (Director of Human Resources).
4. Your right to privacy will be respected as much as possible.
5. The school district will investigate all reports of religious, racial, sexual orientation, national origin, or sexual harassment or violence and the school district will take all appropriate actions based on your report.
6. The school district will also take action if anyone tries to intimidate you or take action to harm you because you have reported a concern.
7. This is summary of the school district policy against religious, racial, sexual orientation, national origin, and sexual harassment and violence. Complete policies are available in the Building Administrator's Office and the Superintendent's Office and at the school district Web site at www.moorhead.k12.mn.us.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.080

TO: School Board

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

DATE: March 20, 2007

RE: 2007-2008 Budget Review Presentation

Attached please find information related to the 2007-2008 budget. A presentation will be provided at the March 26 School Board meeting

LPN:mde
Attachments



Moorhead Area Public Schools

2007-2008 Budget Review

Dr. Larry P. Nybladh
Superintendent

March 26, 2007



Decision Timeline for 2007-08 AOP: Budget/Staffing

- Feb. 1 Intent to Return Deadline: Extended Leave of Absence
- Feb. 15 Intent to Return Deadline: One Year Leave of Absence
- Feb. 16 Retirement Notification Deadline
- Feb. 26 School Board Meeting: Acceptance of Retirements
- Feb. 26 School Board Meeting: Resolution Directing
Administration to Make Recommendations for
Reductions in Programs and Positions
- March 22 Cabinet Meeting
- March 26 School Board Meeting: Review of Preliminary Budget
and Preliminary Staffing Plan
- March 26 School Board Meeting: Resolution for Discontinuing
Programs and Positions



Decision Timeline for 2007-08 AOP: Budget/Staffing (continued)

- April 1 Application Deadline: Sabbatical and Extended Leave Absence
- April 9 School Board Meeting: Resolution for Discontinuance of Probationary/Provisional Licensed Teachers
- April 19 Request for Reasons Deadline (Probationary)
- April 23 School Board Meeting: Resolution for Discontinuance of Tenured Teachers
- May 4 Request for Hearing Deadline (Tenured)
- June 11 School Board Meeting: Resolution for Approval of Preliminary Budget
- Oct. 22 School Board Meeting: Resolution for Approval of Final Budget



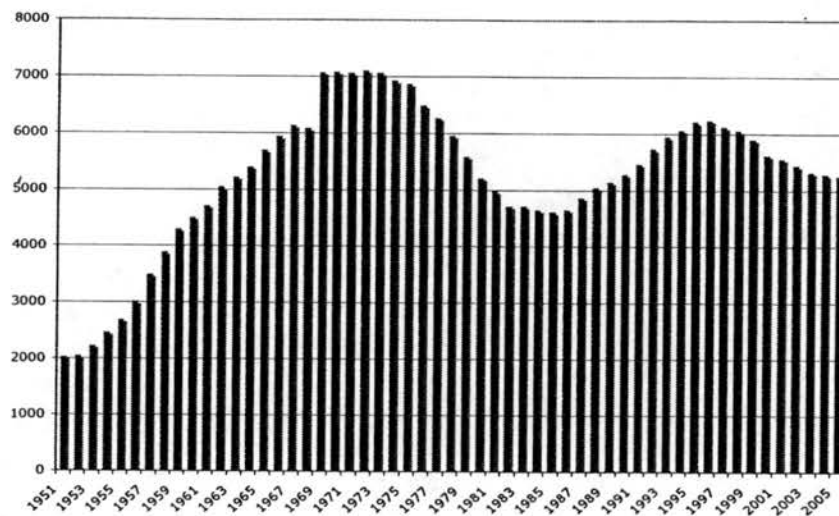
Factors Influencing 2007-2008 Budget

- **Enrollment fluctuations and uncertainty**
- **Inadequate state and federal funding**
- **Rising operational costs**
(i.e. health insurance, compensation, energy costs, inflation)
- **State/federal mandates**
(i.e. special education, transportation, NCLB)
- **Fund balance**



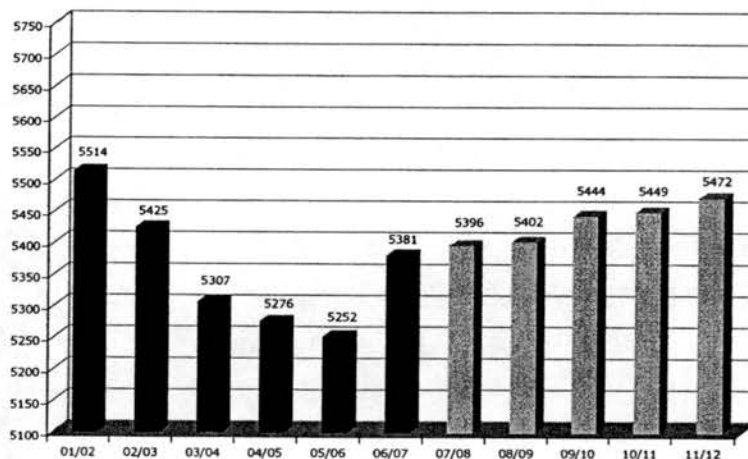
Enrollment Cycles

Yearly Enrollment



Enrollment Trend

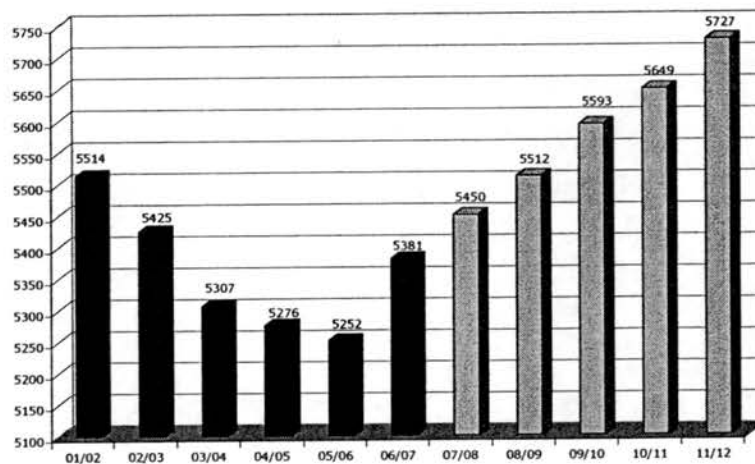
Grades K-12 Actual Enrollment and
Projected Enrollment Using Weighted Average





Enrollment Trend

Grades K-12 Actual Enrollment and
Projected Enrollment Using Last Year Cohort



2007-2008 Preliminary Budget Process Goals

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



2007-08 Preliminary Budget Assumptions

Revenue:

- State formula allowance per pupil unit at \$5,073
- Other state sources increased 2 percent
- 2 percent increase in federal funding



2007-08 Preliminary Budget Assumptions

Expenditure:

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



Preliminary Budget Situation 2007-2008

Projections:

Beginning Fund Balance	\$8,089,184
Revenues	\$49,914,825
Expenditures	\$51,644,286
Deficit	\$(1,729,461)
Ending Fund Balance	\$6,359,723



The Future ...

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

Hopes:

- State and federal revenue enhancements
- Student enrollment growth

Fears:

- Continued lack of state and federal support
- Continued state and federal mandates
- Expenditure reductions
- Extraordinary inflation
- Fund balance depletion

				1.02	1.02	1.02
	2003-04 ACTUAL	2004-05 ACTUAL	2005-06 ACTUAL	2006-2007 PROJECTED	2007-2008 PROJECTED	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	5381	5,396	5,402

REVENUES:

General Fund

Property Taxes	45,174	447,705	674,884	1,411,269	1,439,494	1,468,284
Interest	59,502	203,081	456,955	440,000	440,000	440,000
Tuition & fees	572,617	850,666	777,803	912,593	930,845	949,462
Other local sources	702,846	582,950	954,425	960,835	980,714	1,000,328
General ed aid	31,510,542	30,223,590	31,671,714	33,128,118	34,975,334	35,674,841
Tax credits/Border city aid	127,514	213,255	147,174	291,762	297,597	303,549
Non public trans aid & Light House	114,532	89,355	135,707	92,965	94,824	96,720
Special ed aid,excess aid,pr yr adj	7,463,953	6,554,614	6,151,743	6,217,771	6,342,126	6,468,969
Federal aids	2,636,543	2,891,736	2,782,149	2,824,821	2,881,318	2,938,944
Total General Fund	43,233,223	42,056,952	43,752,554	46,280,134	48,382,252	49,341,098

Operating Capital

Operating Capital aid	1,291,398	1,278,554	1,055,724	864,593	821,910	838,348
Lease Levy	56,475	317,559	257,144	278,616	284,188	289,872
Head Start Rent	100,000	13,671	18,374	18,741	19,116	19,499
Sale of Property	1,984,368	206,334	0	0	0	0
Microsoft Settlement			165,872	116,732	20,098	
Total Operating Capital	3,432,241	1,816,118	1,497,114	1,278,682	1,145,313	1,147,719

Health & safety levy	74,388	143,416	(38,342)	336,305	304,593	272,247
Health & safety aid	193,319	27,986	(7,182)	118,728	82,667	45,884
Total Health & Safety	267,707	171,402	(45,524)	455,033	387,260	318,131

Total Revenues	46,933,171	44,044,472	45,204,144	48,013,849	49,914,825	50,806,947
-----------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------

% CHANGE	6.07%	-6.15%	2.63%	6.22%	3.96%	1.79%
\$ CHANGE	2,686,133	(2,888,699)	1,159,672	2,809,705	1,900,975	892,123

EXPENDITURES:

Admin salaries	2,709,569	2,502,956	2,537,355	2,733,228	2,869,889	3,013,384
Admin fringe benefits	399,536	391,952	406,828	428,012	449,413	471,883
Admin supplies	13,466	13,654	13,422	14,715	15,156	15,611
Admin other	148,873	147,164	203,117	192,255	198,023	203,963

Instruct salaries (reg & voc)	13,775,693	14,098,328	14,859,766	15,518,515	16,294,441	17,109,163
Instruct fringe benefits	4,043,293	4,183,217	4,503,728	4,568,073	4,796,477	5,036,300
Instruct supplies	479,675	441,955	437,275	587,206	604,822	622,967
Instruct other	915,634	1,341,160	1,069,308	932,536	960,512	989,327

Spec ed salaries	7,691,158	7,868,898	8,248,685	8,592,837	9,022,479	9,473,603
Spec ed fringe benefits	1,692,894	1,735,692	1,906,229	1,895,376	1,990,145	2,089,652
Spec ed supplies	53,822	79,208	67,388	83,290	85,790	88,360
Spec ed others	985,362	1,152,631	1,433,957	1,265,130	1,303,080	1,342,170

Instruct support salaries	1,379,071	1,395,607	1,459,535	1,524,003	1,600,203	1,680,213
Instruct support fringe benefits	241,731	223,526	259,123	244,090	256,295	269,109
Instruct support supplies	91,143	99,801	104,573	78,024	115,386	118,850
Instruct support other	207,659	161,151	157,588	236,150	243,230	250,530

Pupil support salaries	792,827	821,113	834,166	896,655	941,488	988,562
Pupil support fringe benefits	176,543	187,535	191,902	204,788	215,027	225,779
Pupil support supplies	4,596	5,572	4,848	7,680	7,910	8,150
Pupil support other	10,189	12,960	32,760	11,120	11,450	11,790

Bldgs & grounds salaries	1,012,891	1,098,104	1,093,760	1,199,130	1,259,087	1,322,041
Bldgs & grounds fringe benefits	172,165	180,318	180,572	196,907	206,752	217,090
Bldgs & grounds energy exp	799,382	1,362,923	1,650,084	1,699,500	1,750,485	1,803,000
Bldgs & grounds supplies	209,357	252,020	219,632	308,338	317,588	327,116
Bldgs & grounds other	175,377	140,585	235,895	211,960	218,319	224,868

Transportation salaries	359,065	388,667	393,862	416,531	437,358	459,226
Transportation benefits	65,188	54,817	57,572	56,163	58,971	61,919
Transportation contracted services	1,886,957	1,712,675	1,839,330	1,996,182	2,056,067	2,117,749
Transportation supplies	214,215	251,455	311,374	330,568	340,485	350,700

	2006 ACTUAL	2007 ACTUAL	2008 ACTUAL	2009 PROJECTED	2010 PROJECTED	2011 PROJECTED
Transportation equipment	125,737	151,149	74,036	70,926	73,054	75,245
Transportation other	24,375	26,920	18,631	24,720	25,462	26,225
Property/ Casualty Insurance	199,171	237,448	242,614	201,139	207,173	213,388
Total General Expenditures	41,056,613	42,721,161	45,048,915	46,725,747	48,932,016	51,207,936
Op cap special assessments	10,332	4,945	197,648	17,629	18,158	18,703
Op cap Leases	400,282	336,940	290,667	299,960	308,959	318,228
Op cap Telephone/telecomm	72,964	70,885	4,360	79,843	82,238	84,705
Op cap Bldg Discretionary	26,979	12,412	32,558	41,219	42,456	43,729
Op cap Athletics	10,591	7,980	6,142	10,129	10,433	10,746
Op cap Textbooks	406,243	199,477	279,104	320,000	335,000	345,050
Op cap Music	14,388	12,715	12,340	13,506	13,911	14,329
Op cap Media	63,151	42,389	43,173	45,025	46,376	47,767
Op cap Eq Contingency/copiers	12,587	15,556	11,357	137,144	141,258	145,496
Op cap Technology Staffing	91,256	94,928	100,794	104,524	107,660	110,890
Op cap Technology Plan	336,055	619,329	574,164	484,197	498,723	513,685
Op Microsoft Settlement	0	0	168,201	116,731	20,098	0
Op cap Bldg Const/Maint Plan	387,188	682,266	625,774	747,600	1,031,000	550,000
Op cap Pool Construction	157,513	603,633	0	0	0	0
Op Cap Purchase of Land	0	361,287	0	201,630	0	1
Total Operating Cap Expenditures	1,989,531	3,064,742	2,346,280	2,619,137	2,656,270	2,203,328
Health & Safety Physical Hazard	181,896	201,352	26,709	26,300	20,000	20,600
Health & Safety Hazardous Subst	2,909	20,876	2,188	1,800	8,000	8,240
Health & Safety Environmental Mgmt	21,294	23,895	23,308	2,700	3,000	3,090
Health & Safety Asbestos	439,303	172,207	86,324	15,000	10,000	10,300
Health & Safety Fire Safety	9,894	17,411	58,749	34,200	15,000	15,450
Health & Safety Indoor Air Quality	7,032	5,033	3,508	0	0	0
Total Health & Safety Expenditures	662,328	440,774	200,786	80,000	56,000	57,680
TOTAL EXPENDITURES	43,708,472	46,226,677	47,595,982	49,424,885	51,644,286	53,468,943
% Change	2%	5.8%	3%	4%	4%	4%
\$ Change	860,977	2,518,205	1,369,305	1,828,903	2,219,401	1,824,658
REV OVER EXP (EXP OVER REV)						
General Fund	2,176,610	(664,209)	(1,296,361)	(445,613)	(549,763)	(1,866,838)
Operating Capital	1,442,710	(1,248,624)	(849,166)	(1,340,455)	(1,510,957)	(1,055,609)
Health & Safety	(394,621)	(269,372)	(246,310)	375,033	331,260	260,451
Total Rev Over Exp (Exp over Rev)	3,224,699	(2,182,205)	(2,391,838)	(1,411,035)	(1,729,461)	(2,661,996)
BEGINNING FUND BALANCE						
General Fund	6,807,672	8,984,282	8,320,073	7,023,712	6,578,099	6,028,336
Operating Capital	3,558,368	5,001,078	3,752,454	2,903,288	1,562,833	51,876
Health & Safety	483,522	88,901	(180,471)	(426,781)	(51,748)	279,512
Total Beginning Fund Balance	3,224,699	14,074,261	11,892,055	9,500,218	8,089,184	6,359,723
Transfer From General Fund	0	0	0	0	0	0
Transfer to Operating Capital	0	0	0	0	0	0
Transfer From Fund 22	0	0	0	0	0	0
ENDING FUND BALANCE						
General Fund	\$8,984,282	\$8,320,073	\$7,023,712	\$6,578,099	\$6,028,336	\$4,161,498
Operating Capital	\$5,001,078	\$3,752,454	\$2,903,288	\$1,562,833	\$51,876	(\$1,003,733)
Health & Safety	\$88,901	(\$180,471)	(\$426,781)	(\$51,748)	\$279,512	\$539,962
Total Ending Fund Balance	\$14,074,261	\$11,892,055	\$9,500,218	\$8,089,184	\$6,359,723	\$3,697,727
As a % of Expenditures	32.20%	25.73%	19.96%	16.37%	12.31%	6.92%

#		2006-07 ACTUAL	2007-08 ACTUAL	2008-09 ACTUAL	2009-2010 PROJECTED	2011-2012 PROJECTED	2013-2014 PROJECTED
CHANGE FACTORS							
SALARIES	N/A	27,811,528	28,268,601	29,527,923	30,985,423	32,532,604	34,157,081
SUPPLIES	N/A	1,066,274	1,143,665	1,158,512	1,409,821	1,487,138	1,531,754
ENERGY ITEMS	N/A	799,382	1,362,923	1,650,084	1,699,500	1,750,485	1,803,000
OTHER	N/A	7,239,937	8,494,431	7,753,509	7,736,731	7,900,980	7,605,376
FRINGE BENEFITS	N/A	6,791,350	6,957,057	7,505,954	7,593,409	7,973,079	8,371,733
REVENUES	N/A	46,933,171	44,044,472	45,204,144	48,013,849	49,914,825	50,806,947

ASSUMPTIONS
CHANGE FACTORS

SALARIES	105.00%	104.00%	104.00%	105.00%	105.00%	105.00%
Teachers						
Others						
SUPPLIES	103.00%	103.00%	103.00%	103.00%	103.00%	103.00%
ENERGY ITEMS	103.00%	103.00%	103.00%	103.00%	103.00%	103.00%
OTHER	103.00%	103.00%	103.00%	103.00%	103.00%	103.00%
FRINGE BENEFITS	105.00%	104.00%	104.00%	105.00%	105.00%	105.00%
REVENUES	102.00%	102.00%	102.00%	102.00%	102.00%	102.00%



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.102

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: March 19, 2007
RE: Preliminary 2007-2008 Staffing Plan

Attached are the preliminary 2007-2008 staffing plans for licensed and non-licensed staff along with a projection for average class sizes.

There will be a reduction of 1.0 FTE at the middle level (Grades 6-8) to reflect declining enrollment of approximately 30 students.

The high school staffing (Grades 9-12) will be reduced by .5 FTE to reflect a decline of approximately 15 students.

The elementary staffing will increase 3.0 FTE to maintain balanced class sizes and increased enrollment of approximately 65 students.

The special education reduction of 1.0 FTE reflects changes in disability areas and enrollment.

SUGGESTED RESOLUTION: Move to approve the 2007-08 preliminary staffing plan as presented.

LAK/kmr
Attachment

Licensed Staff	2006-07 Actual	2007-08 Budget	Increase (Decrease)
Elementary (K-5)	85.5	88.5	3
Middle School (6-8)	55.5	54.5	-1
Senior High (9-12)	71.7	71.2	-0.5
Alternative Education	8.8	8.8	0
Special Education	112.41	111.41	-1
Federal Programs/Grants *	15.25	15.25	0
ESL	6.53	6.53	0
Elementary Art	3	3	0
Elementary Music	6.7	6.7	0
Elementary Physical Education	6.46	6.46	0
Gifted and Talented	2.5	2.5	0
Administrative	10	10	0
Media Specialists	5	5	0
Counselors	11	11	0
School Nurses	2	2	0
Supervisory	7	7	0
Total Licensed Staff	409.35	409.85	0.5

Non-Licensed Staff

Administrative	2	2	0
Supervisory	9	9	0
Paraprofessionals	155.22	155.22	0
Non-Aligned/TCI *	30.94	29.94	-1
Clerical	48.03	48.03	0
Custodial	33	33	0
Total Non-Licensed Staff	278.19	277.19	-1

*The total FTE may fluctuate due to funding of Title I, II, III, IV, 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	01-02	02-03	03-04	04-05	05-06	06-07
Elem K-3	25:1	25:1	25:1	25:1	25:1	25:1
Elem 4-5	29:1	29:1	29:1	29:1	29:1	29:1
Middle School	30:1	30:1	30:1	30:1	30:1	30:1
Senior High	30:1	30:1	30:1	30:1	30:1	30:1

Secondary staffing for elective classes will require a student enrollment of 20.

Average Class Size

							Projected
	01-02	02-03	03-04	04-05	05-06	06-07	07-08
	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size
Kindergarten	20	21	21	23	22	23	22
Grade 1	21	23	22	24	24	24	24
Grade 2	22	23	23	24	25	23	24
Grade 3	27	23	24	25	25	25	26
Grade 4	27	25	24	25	26	25	26
Grade 5	28	27	26	26	26	28	26
Grade 6	27	28	27	26	29	30	28
Grade 7			29	29	26	25	30
Grade 8			30	26	26	26	26
District Average K-6	24.5	24	24	25	25	24	23
District Average 6-8			29	27	27	27	28

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



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.105

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: March 19, 2007
RE: Resolution for Discontinuing and Reducing Programs and Licensed Positions

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

These reductions may be absorbed through teacher transfer, retirements and leaves. At the high school level, additions will be made to other departments to offset the reductions.

<u>FTE</u>	<u>Licensed</u>	<u>School</u>
1.0	French	Horizon Middle School
.1875	Art	Moorhead High School
.125	Business	Moorhead High School
.3125	English	Moorhead High School
.3125	Family and Consumer Science	Moorhead High School
.6625	Health, Physical Education	Moorhead High School
.0625	Industrial Technology	Moorhead High School
1.0	Special Education	District

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

LAK/kmr
Attachment

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION DISCONTINUING AND REDUCING EDUCATIONAL
PROGRAMS AND POSTIONS

WHEREAS, the School Board of Independent School Dist. No. 152 adopted a resolution on March 26, 2007 directing the administration to make recommendations for reductions in programs and positions due to decreasing enrollment and/or financial condition of the School District and

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

That the following programs and positions, or portions thereof, be discontinued at the end of the contract year 2006-2007.

<u>FTE</u>	<u>Licensed</u>
1.0	French
.1875	Art
.125	Business
.3125	English
.3125	Family and Consumer Science
.6625	Health, Physical Education
.0625	Industrial Technology
1.0	Special Education

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

whereupon said resolution was declared duly passed and adopted.



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.104

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: March 19, 2007
RE: Elementary School Attendance Area Revision

The Elementary School Attendance Area Task Force Recommendation Report was submitted to Dr. Larry P. Nybladh, Superintendent on December 4, 2003. This task force report provided the recommendations for elementary attendance areas. The configurations were based upon the projections and current enrollment trends at that time.

Throughout this school year, central office administrators and principals have held numerous meetings to discuss the current and projected trends that may impact attendance area decisions.

The Elementary School Attendance Area Task Force Recommendation Report was reviewed, new demographic and school attendance information was also reviewed. With the growth of housing and enrollment around the schools, it appears prudent to adjust the boundaries in a couple of areas. The adjustments are necessary to equalize enrollments and class sizes in each school.

Attached are two maps, one outlining the proposed revised Elementary School Attendance Area boundary lines and a second map showing the current Elementary School Attendance Area boundary lines. The recommendation for change to the Elementary School Attendance Area is as follows:

Robert Asp Elementary School Attendance Area

- The northern boundary line will be the school district's northern boundary.
- The southern boundary line will extend from the Red River along Center Avenue to 14th Street, south one block to Main Avenue, east following Main Avenue to 17th Street South, south on 17th St. to 4th Avenue South (including all residences facing 17th St. South), east on 4th Ave. South to Main Avenue, following Main Avenue to 20th St. South, then south on 20th St. to 12th Avenue South, east on 12th Avenue South to 34th Street South (excluding the Meadows South addition), south on 34th Street to Interstate 94, and then east to the school district's eastern boundary.

Ellen Hopkins Elementary School Attendance Area

- The northern boundary line will extend from the Red River along Center Avenue to 14th Street, south one block to Main Avenue, east following Main Avenue to 17th Street South, south on 17th St. to 4th Avenue South (excluding all residences facing 17th St. South), east on 4th Avenue South to Main Avenue, following Main Avenue to 20th St. South then south on 20th St.

- The eastern boundary line will be 20th Street South from Main Avenue to I-94.
- The southern boundary line will be I-94.

S.G. Reinertsen

- The northern boundary line will extend from the Red River east along I-94 to 20th Street, north on 20th Street South to 12th Avenue South, east on 12th Avenue to 34th Street South (including the Meadows South Addition), south on 34th Street to Interstate 94, and then east to the school district's eastern boundary.
- The southern boundary line will be the school district's southern boundary.

The district and building administration will work together with families to assist with a smooth transition with the attendance area configurations.

School board action will be requested at the April 9, 2007 meeting.

LAK/kmr
Attachments

Elementary School Attendance Areas
Jill Hopkins
Robert Asp
J.G. Reinertsen

Robert Asp

Robert Asp

Moorhead Senior High School

Ellen Hopkins

Ellen Hopkins Elementary School

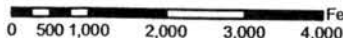
Probstfield Center for Education

S.G.Reinertsen

S. G. Reinertsen Elementary School



Clay County GIS - March 2007



lementary
chool
ttendance
reas

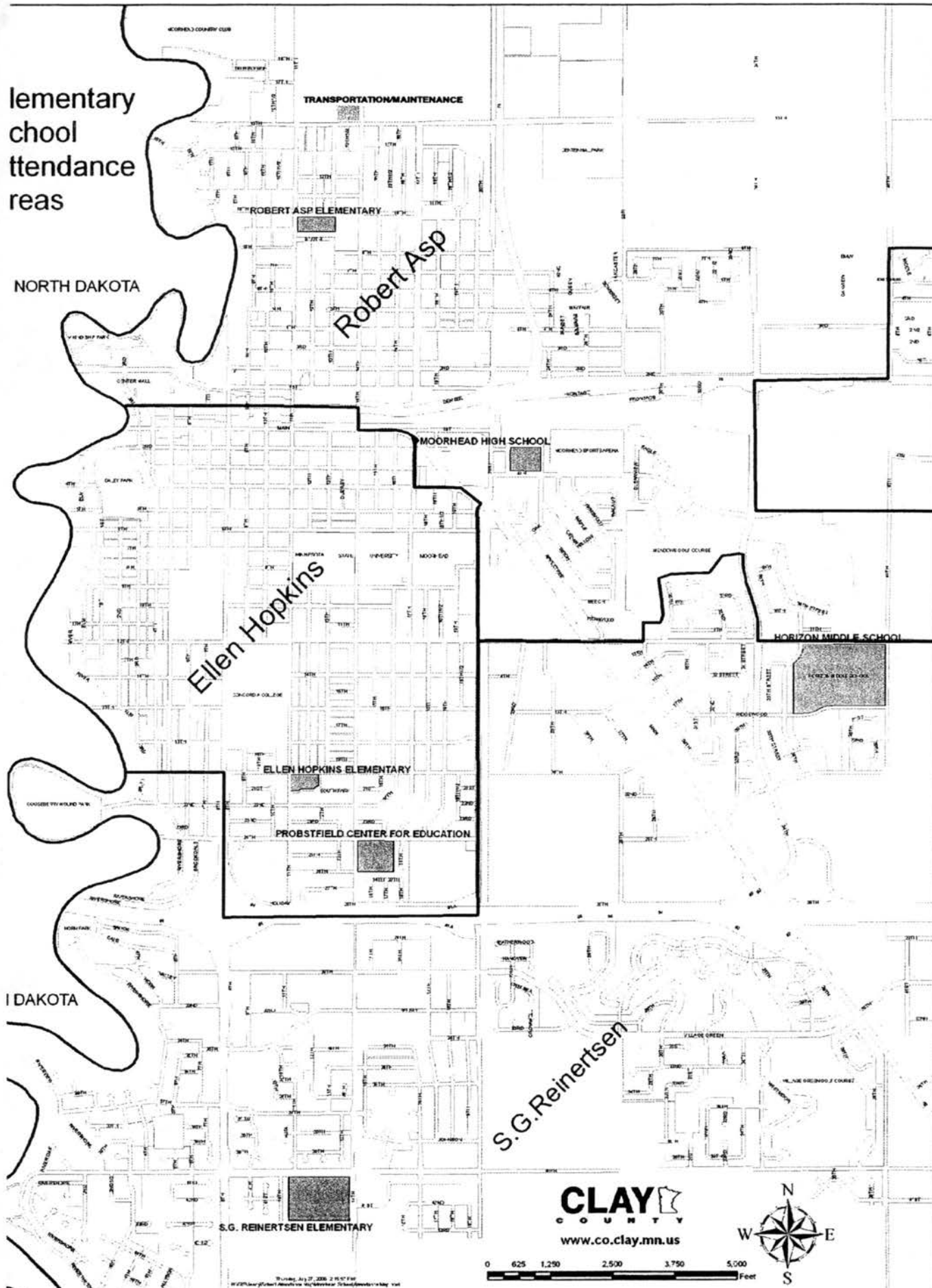
NORTH DAKOTA

Robert Asp

Ellen Hopkins

S.G.Reinertsen

IDA DAKOTA





Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.103

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: March 19, 2007
RE: Comprehensive Arts Planning Program 13 (CAPP) Grant Application

Attached is the application for the Comprehensive Arts Program Planning. Eight sites will be selected to receive \$8000 in funding from the Perpich Center for Arts Education. In year one, sites develop a Five-Year Plan to improve arts education in both district and community. In year two, sites begin to implement their CAPP plans and a Minnesota State Arts Board CAPP Challenge Grant gives sites the opportunity to participate in a \$2000 residency project using a MSAB Roster Artist.

Co-Chairs receive leadership training and convene a committee consisting of representatives from schools and community, representing all arts areas. The CAPP committee identifies needs and resources, developing a mission, vision, and identifying core values. Committees then set specific and measurable goals for arts education for the district and community.

Purpose

The purpose of this legislatively-funded program is to support and assist a local community/district planning team in creating a district-wide, five-year plan to address arts education policies, programs and partnerships for children in the district and community. CAPP sites gather three times each year to participate in training and exchange of information and strategies. The information each CAPP site gleans from the process provides direction toward developing a CAPP plan. CAPP sites examine six areas that have an impact on arts education in every district:

1. School Arts Curricula and Assessment
2. Professional Development and Leadership
3. Arts Education Facilities, Equipment, Supplies & Materials
4. Partnerships with Artists/Arts Organizations
5. Arts in Community
6. Local CAPP Committee Operation/Arts Policies

Use of CAPP Funds

CAPP grant funds may be used for expenditures in the following categories:

- Awareness and Advocacy
- Resources and memberships in professional organizations, subscriptions to arts education journals, etc., for the committee and others
- Conferences, Consultants, Peer Mentoring

- Stipends for hired facilitators, design of informational brochures, clerical assistance, etc.
- Other travel costs including those to cover more than one visit by CAPP Coordinator, or another member of the State CAPP Steering Committee
- Registration fees for related conferences, workshops, etc.
- Marketing and Public Relations
- Printing of informational brochures, surveys, CAPP plan, etc.
- Printing and production of CAPP promotional items (coffee cups, tee shirts, hats, stickers, etc.)
- Refreshments at CAPP meetings
- Travel, Lodging, Per Diem
- Release time for teachers to attend state sponsored meetings or to attend meetings within the school district related to CAPP work
- Travel costs (lodging, mileage, and meals) associated with any state sponsored meetings related to CAPP.

SUGGESTED RESOLUTION: Move to approve the application for the Comprehensive Arts Planning Program 13 and direct administration to complete the process.

LAK/kmr
Attachment

COMPREHENSIVE ARTS PLANNING PROGRAM (CAPP)

GUIDELINES AND APPLICATION FOR CAPP 13 School Years 2007-2009

The Perpich Center for Arts Education, in partnership with the Minnesota Alliance for Arts in Education and the Minnesota State Arts Board, seeks applications for participation in the thirteenth biennium of the Comprehensive Arts Planning Program (CAPP), pending final funding approval for fiscal year 2007 -09 (July 1, 2007-June 30, 2009) by the Minnesota State Legislature.

Application Deadline: Friday, March 30, 2007

Seven collated copies of the completed application, including a letter of commitment from the Superintendent must be **received** at the Perpich Center for Arts Education, Professional Development & Research Group, by 4:00 p.m.

Applications submitted by FAX are not accepted

Send all materials to:

Dave Beaman, CAPP Coordinator
Perpich Center for Arts Education
6125 Olson Memorial Highway
Golden Valley, MN 55422

Questions? Contact:

Dave Beaman, CAPP Coordinator
(763) 591-4776 or (800) 657-3515 (toll-free)
Email: dave.beaman@pcae.k12.mn.us

Or

Carol Anderson, Administrative Assistant
(763) 591-4709, (763) 591-4770 TDD or
(800) 657-3515 (toll free)
Email: carol.anderson@pcae.k12.mn.us

Guidelines and Program Information

Purpose and History

The Minnesota Comprehensive Arts Planning Program (CAPP) is a partnership of the Perpich Center for Arts Education and the Minnesota State Arts Board. The purpose of this legislatively-funded program is to support and assist a local community/district planning team in creating a district-wide, five-year plan to address arts education policies, programs and partnerships for children in the district and community. Support and assistance during the two-year state program include grant funds for planning and implementation of the plan, resources, consultation and training from the partnering agencies, and regular opportunities to meet with other community teams engaged in the CAPP program.

Since its inception in 1983, over 200 school districts have participated in the CAPP program. CAPP is managed by the Perpich Center for Arts Education, as a part of its Professional Development and Research programs. CAPP is based on a belief that the arts - dance, literary arts, media arts, music, theater and visual arts—are essential components of a basic education. The history of CAPP success demonstrates that the effort of a broad-based district/community team is essential to the development of a sound and sustainable plan for arts education in the district and community.

Program Structure

Initially, CAPP work involves selecting co-chairs that receive training to assist in assembling a local CAPP committee. Co-chairs are responsible for identifying "stakeholders" - individuals with an active and wide-ranging interest in the arts and arts education. This CAPP group has the responsibility to create a comprehensive arts education plan acceptable to the district and community.

In year one, the CAPP team engages in a planning process to design a district-wide, five-year arts education plan, which is presented to and accepted by the school district and community. In year two, CAPP sites implement the first year of their five-year plan, also marked by deepening participation in the statewide CAPP network - learning and sharing information about resources, evaluation, and advocacy.

CAPP sites gather three times each year to participate in training and exchange of information and strategies. The information each CAPP site gleans from the process provides direction toward developing a CAPP plan. CAPP sites examine six areas that have an impact on arts education in every district:

1. School Arts Curricula and Assessment
2. Professional Development and Leadership
3. Arts Education Facilities, Equipment, Supplies & Materials
4. Partnerships with Artists/ Arts Organizations
5. Arts in Community
6. Local CAPP Committee Operation/ Arts Policies

Application Considerations

To apply, a district or group of districts (paired, combined or consolidated) must have the ability to:

- designate committee co-chairs with sufficient authority to implement the program
- create a committee comprised of school district and community members whose function is to envision, plan and implement a comprehensive five-year arts education plan for the district
- designate a district administrator to serve as a liaison to the CAPP committee and attend at least one of three CAPP Leader Meetings held each year.
- approve, adopt, and/or endorse the five-year plan developed by the CAPP committee
- provide a 50% match by the school district and community; of the match, a portion of the match must be a cash match
- provide a letter of commitment from the Superintendent of the district to the CAPP program and district CAPP process

CAPP committees must be empowered by the district and Superintendent to:

- participate in training offered by the Perpich Center for Arts Education in collaboration with the Minnesota Alliance for Arts in Education and the Minnesota State Arts Board which may include summer workshops
- conduct a needs assessment survey regarding arts education in the district
- develop and publish an arts education plan for the district
- begin implementation of the arts education plan
- evaluate its involvement and progress in the overall state CAPP program

Eligibility

CAPP is open to all Minnesota public school districts or group of districts (paired, combined or consolidated) that do not have a current CAPP plan in effect and have not had recent involvement (within the past five years) in the Comprehensive Arts Planning Program (unless that district has joined a new group of districts).

Program Expectations

- CAPP committee chairs are to maintain regular communication with the CAPP Coordinator, to keep the coordinator apprised of progress
- Draft Plan submitted to Coordinator by April 2008.
- Minutes from each CAPP committee meeting are to be submitted via mail or email to the CAPP Coordinator on a regular basis
- CAPP chairs are to attend state meetings and serve as liaisons to their district and committee, and act as conduits to distribute information from partners providing the CAPP program
- District financial personnel are required to keep detailed records of CAPP accounting, including receipts for all expenditures
- CAPP chairs and a designated CAPP Treasurer are to communicate on a regular basis with district financial personnel regarding the status of the CAPP account.
- The school district is to send an administrator or school board representative to at least one CAPP Leaders meeting if requested by the state CAPP coordinator.

A written report must be submitted at the end of each fiscal year: an interim report by June 1, 2008 and a final report by June 1, 2009.

The Interim report (by June 1, 2008) is to include:

- the five-year plan, bound and published suitable for public dissemination,
- a letter or published school board minutes, signed by appropriate personnel, acknowledging presentation and acceptance or endorsement of the CAPP plan by school district board,
- a first year evaluation plan,
- committee membership (names, addresses, telephone numbers, email addresses),
- an end-of-year budget report, and
- a status report of accomplishments each year

The Final report (by June 1, 2009) is to include:

- a status report of accomplishments for year two,
- an end-of-year budget report, and
- a second-year work plan

Failure to comply with expectations may result in termination of the grant and a return of monies received by the school district.

Use of CAPP Funds

CAPP grant funds may be used for expenditures in the following categories:

Awareness and Advocacy

- resources and memberships in professional organizations, subscriptions to arts education journals, etc., for the committee and others
- expenses related to advocacy of CAPP and/or CAPP-sponsored arts events

Conferences, Consultants, Peer Mentoring

- stipends for hired facilitators, clerical, etc. to assist in meeting the CAPP mission
- travel costs including those to cover CAPP Co-chair or committee member expenses to meetings
- registration fees for related conferences, workshops, etc.

Marketing and Public Relations

- design and printing of informational brochures, surveys, CAPP plan, etc.
- printing and production of CAPP promotional items (coffee cups, tee shirts, hats, stickers, etc.)
- refreshments at CAPP meetings

Travel, Lodging, Per Diem

- release time for teachers to attend state sponsored meetings or to attend meetings within the school district related to CAPP work
- travel costs (lodging, mileage, and meals) associated with any state sponsored meetings related to CAPP

CAPP grant funds **may not** be used for:

- the purchase of resources, equipment or materials (books, instruments, supplies) to be used in the classroom
- artist residencies
- personal monetary gain/employment of any CAPP Co-Chair or CAPP committee member

Criteria for Selection

- Level of district's commitment to arts education
- Evidence of community support
- Clarity of goals and focus on improving arts education
- Need for training and technical assistance in developing a comprehensive arts education program
- Balance of representation by geographic location and size of the district

Selection Process and Notification

School districts are selected for participation in CAPP through a three-part process. Applications are reviewed by the members of a State CAPP Steering Committee, and a representative from the board of each of the CAPP program partners. Following individual review, the group convenes to discuss and rank the applications.

Recommendations for inclusion in the program are then made and voted on at a meeting of the full Board of Directors of the Perpich Center for Arts Education. District. Applicants will be notified of the Board's decision by mail before May 31, 2007.

Comprehensive Arts Planning Program

Application Form

General Information

School District Name: Moorhead Area Public Schools ISD # 152
 Address: 2410 14th St. South
 City: Moorhead Zip: 56560

District or School Phone Number 218-284-3310 FAX: 218-284-3333
 District Contact Person: Lynne Kovash
 Title: Assistant Superintendent for Teaching and Learning
 Phone Number 218-284-3315 Email lkovash@moorhead.k12.mn.us

CAPP Committee Contact: Sue Geihl
 Title: Visual Arts Instructor - Horizon Middle School
 Address: _____
 City Moorhead Zip: 56560
 Phone Number 218-284-7182 Email sgeihl@moorhead.k12.mn.us

CAPP Committee Contact: Rebecca Meyer-Larson
 Title: High School Theater Arts and Language Arts Teachers
 Address: _____
 City Moorhead Zip: 56560
 Phone Number 218-284-2371 Email: rmlarson@moorhead.k12.mn.us

Congressional District(s): 7th
 Number of Students in district: 5300
 (%)Percentage of students on free or reduced lunch: 28%
 Number of Full-Time Teachers in district: 339.33

List FTE of **arts** teachers in the district.

	# Full-time Equivalent	# Part-time
Dance:		
Literary Arts:		
Media Arts:	6	
Music:	15	1
Theater:	1	2
Visual Arts	8	

Does a written, sequential arts curriculum (not more than five years old) exist in the following areas? (check all that apply)

Grades	K-5	6-8	9-12
Dance:			
Literary Arts:			
Media Arts:			
Music:			
Theater:			
Visual Arts:			

What is your school district currently doing to implement Minnesota Graduation Standards – specifically in the Arts? Briefly describe for elementary, middle and high school.

The teachers in the district have integrated the Minnesota Standards as well as national standards in their classrooms. Performance-based assessments continue to be a part of the classroom experience in the arts. While this has happened in the district, there is not a well-articulated comprehensive program of arts instruction in the district. There has not been the time, nor professional development has not been in place to continue to implement a strong standard-based program aligned with assessment across all grade levels, elementary, middle and high school. The excellence of the program in Moorhead Area Public Schools has been dependent upon the individual work and learning by teachers in each of the sites.

Does interdisciplinary curriculum with an arts component exist in the district? Briefly describe for elementary, middle and high school.

There are pockets of interdisciplinary curriculum at the different sites. The elementary and middle school have adapted curriculum from an interdisciplinary approach, but again that has been at individual schools and not a strategy across the district.

1. Which of the following have occurred within the past year? (please check all that apply)

New curriculum in:

- ☐ dance ☐ literary arts ☐ media arts
- ☐ music ☐ theater ☐ visual arts ☐ interdisciplinary

- ☐ additional staffing in the arts
- ☐ staff development opportunities
- ☒ renovation or addition of arts facilities
- ☒ new equipment, supplies and/or materials
- ☒ arts field trips
- ☒ artists-in-residence
- ☐ private lessons in arts areas within the community
- ☐ school and/or dialogue on arts education
- ☒ arts or arts education coverage in local media
- ☐ other (explain):

Narrative questions (Please use no more than three addition pages of paper to answer these questions):

2. Describe your school district and community's attitude and/or commitment to arts in education.

Moorhead Area Public Schools has a long history of excellence in the arts. The community support has been displayed through community booster groups and partnerships to support programming for students.

Art is something students/people participate in their entire lives. Students who don't believe they are artistic can learn art, which assists them in becoming more self-confident. In the visual arts, drawing and painting isn't about making a perfect picture, it's about taking challenges, facing struggles, and making decisions. Imagination and creativity are used to solve problems. The imagination and creativity are a part of the learning for all students.

In our increasingly challenging world, people need to become more innovative, imaginative, and creative thinkers who are willing to work through road blocks in order to find an answer. There is no better place to learn these things than in an arts program.

An example of the district commitment to the arts comes from the Moorhead High School Arts Education/Theater Department Belief Statements:

1. *We believe the arts are serious disciplines that are an essential aspect of our human experience.*
2. *We believe the arts have far-reaching potential to help students achieve education goals.*
3. *We believe all subjects are enriched by an inclusion of the arts.*
4. *We believe that the arts are a profound way of reaching students and encouraging their self-worth and their development as caring people.*
5. *We believe the arts offer a set of core competencies including creativity, problem solving, individual responsibility and communication skills that are necessary to compete in the job market.*
6. *We believe that our entire school and all of its comprehensive programs must strive to be technologically competent to prepare students to thrive in the 21st century.*
7. *We believe that our school must exist dynamically within the community, continuing to tap the resources that the community offers to enrich our programs. In turn, we are committed to preparing students to positively affect our community.*
8. *We believe that arts service-learning should be an integral part of serving students and meeting community needs.*

3. Describe how your district and community currently addresses and provides arts experiences for students outside of school (include extracurricular, in-school, collaborations with community arts organizations, etc.).

The school district arts programs are supported in the Moorhead-Fargo Community. The strong community support exists in many ways and the following information demonstrates a small piece of this support.

The community support of the arts is filled with residents, alumni, parents, and businesses who wholeheartedly support the young performing artists in their midst. For

example, the one-year financial contribution of the Moorhead community to the theater program totaled more than \$100,000. Each year the support grows and more production dates must be added to accommodate a community eager to celebrate educational theater. Due to pairings with area college theater programs and studios, the artistic staff is made up of some of the most dedicated choreographers, designers, musicians, directors, and vocalists the region has to offer.

The arts program has been a partner with many community organizations such as Plains Arts Museum, Trollwood, Rourke Art Gallery, Moorhead State University and Concordia College, North Dakota State University and additional arts organizations.

Our students have learned and participated in community projects to increase learning and appreciation of the arts. Our elementary visual art students participate in museum tours and interactive events.

Our elementary students also have the opportunity to experience fine arts opportunities through a collaborative project with the Fargo and West Fargo School Districts. Many of our community experiences have been in existence for a long time and may have their roots in the CAPP from at least 10 years ago.

- 4. Describe some of the current arts education needs in your district. (These may include items such as arts curriculum, district strategic planning, facilities, staffing, school/community collaborations, etc.)*

The major need for our district arts education is continued development for the K-12 arts curriculum and refinement of standards and assessments. Teachers in the district need to participate and design a vertical articulation of the standards and assessment. The district has a strong commitment to arts education and the integration of art to complement the strong academic learning for all students. Students who receive quality educational training in the arts have a record of high student test scores, low dropout rates, high college acceptance rates and continued advancement in post secondary settings. Numerous research studies demonstrate that children experience greater success in all subjects when the arts are an integral part of instruction. The personal satisfaction that a student gets from involvement in the arts carries over to other areas of education.

The strong secondary arts program is fostered through strong arts mentors in the elementary and middle school level and continues at the high school level where there is a passionate community of artists dedicated to improving their craft and encouraging others to do the same.

Another need in the Moorhead Area Public School district is the opportunity for continued research and work to refine the partnerships with Trollwood Performing Arts School, Plains Arts Museum and other community agencies to further learning for students.

As indicated in a community survey recently completed by the school district, it is important to review programming for students and to plan for student participation in the arts. The information indicated support for arts programming, but the need to further evaluate programs at each level of the school district. The CAPP program would allow for a comprehensive planning and evaluation process to strategically plan for continued quality education in the arts for Moorhead Area Public School students and the community.

5. Who will serve as overall leaders and contacts for this initiative? Briefly describe his/her leadership experience and qualifications.

Our district is fortunate to have strong leader teachers in the arts area. The Two teachers that have stepped forward to lead CAPP are Sue Geihl and Rebecca Meyer-Larson. Both have demonstrated leadership and strong teaching and learning skills in the arts area.

Sue helped lead our district through the restructuring process and has been involved in the arts at the state level. She is also a leader in the visual arts.

Rebecca is a current department chair at Moorhead High School and is a demonstrated leader in the community and state in the theater arts area.

6. Have others expressed interest in this initiative? List names and titles. If not, who do you plan to ask to participate? What will each individual contribute to the committee and CAPP process?

The visual arts, music and theater arts teachers have expressed interest through meetings, informal conversations and electronic correspondence. At this point we have not contacted all members of the faculty so we anticipate more members on the committee.

- Lynne Kovash – Moorhead Area Public Schools District Administration
- Brian Cole - Instrumental music – Elementary and Middle School
- Sue Geihl – Visual Arts – Middle School
- Rebecca Meyer-Larson – Theater Arts – High School
- Kathy Larson-Carlson – Visual Arts – Elementary School
- Chris Olson – Music – Elementary
- Jon Larson – Instrumental Music – High School
- Grady Carlson – Visual Arts – Moorhead High School
- Jennifer Nelson - Visual Arts - Elementary

7. What outcomes do you envision as a result of the CAPP process?

The priority and main outcome is a unified comprehensive arts curriculum with integration at all grade levels. The integration of the arts community would complement and enhance the arts education in the school district.

The arts departments would work together to complement and integrate the arts through the various departments. Assessment and standards are integrated into all teaching and learning in the district. Students are assessed and allowed to assess themselves in a more authentic manner with strong ties to the community arts experiences.

Program Requirements

Districts selected to participate in CAPP 12 commit to the following program requirements:

1. Appoint CAPP co-chairs and empower them with the responsibility to:
 - a. form and lead a school/community committee and
 - b. oversee expenditures of the CAPP grant funds in the district
2. Participate in CAPP training and planning activities for a minimum of two years.
3. Participate in the CAPP process and program that strives for quality arts education for all students in the district in dance, literary arts, media arts, music, theater and visual arts.
4. Provide release time to allow for district representation at all CAPP events, including conferences, workshops and seminars. The district CAPP liaison must attend a minimum of one state conference each year.
5. If requested by the state CAPP coordinator, send at least one representative from local district administration or school board to CAPP Leader meetings.
6. Submit a five-year plan approved by the local school board by the end of Year One and submit work and evaluation plans for the first and second years of the plan.
7. Provide data documentation and participate in the evaluation of the program.

We certify that the information contained in this application is accurate and we agree to the program requirements listed above.

Superintendent's Signature: _____ Date: _____

Contact Person's Signature: _____ Date: _____

Application Deadline: Friday, March 30, 2007

Seven copies of the completed application, including a letter of commitment from the Superintendent must be **received** at the Perpich Center for Arts Education, Professional Development & Research Group, by 4:00 p.m.

Applications submitted by FAX are not accepted

Send all materials to:

Dave Beaman, CAPP Coordinator
Perpich Center for Arts Education
6125 Olson Memorial Highway
Golden Valley, MN 55422

Questions? Contact:

Dave Beaman, CAPP Coordinator
(763) 591-4776 or (800) 657-3515 (toll-free)
Email: dave.Beaman@pcae.k12.mn.us

Or

Carol Anderson, Administrative Assistant
(763) 591-4709, (763) 591-4770 TDD or
(800) 657-3515 (toll free)
Email: carol.anderson@pcae.k12.mn.us

INDEPENDENT SCHOOL DISTRICT #152

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

April 23, 2007

7:00 p.m.

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

ATTENDANCE:

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

AGENDA

1. CALL TO ORDER

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

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

***** We Are Proud** of Moorhead High School students Justin Larson and Nate Tracy for placing first in Minnesota and qualifying for the National Automotive Technology Competition. The team competed in the national contest April 10-11 in New York City, placed 14th out of 36 teams from around the country.

The competition requires that each two-person student team must diagnose and

S-M 9-BOS
23 April 2007

SCHOOL BOARD AGENDA - April 23, 2007
PAGE 2

repair a number of pre-assigned problems under a car's hood within an allotted amount of time. Each "bug" correctly repaired is worth a number of points, depending on the level of difficulty. Students also take written tests as part of the competition. Lauren Rood coaches the Moorhead High team.

***** We Are Proud** of Chuck Gulsvig, Moorhead High School boys basketball coach, for being named Region 8AAAA Co-coach of the Year. He shares the honor with Nick Guida from Buffalo. Guida is a former player of Gulsvig's. This year Gulsvig also celebrated his 400th win and his 25th year of coaching.

***** We Are Proud** of members of the Moorhead High School boys swimming and diving team for advancing to the state meet. The boys swimming team finished third in Section 8AA. Swimmers who advanced to the state tournament are Ian Carney, Jimmy Foley, David Flickinger, Mike Golling, Nick Mjones, Andy Nelson, Josh Seaburg and Mark Singleton.

Those who placed at state are:

David Flickinger: 200 freestyle, 15th place, and 100 butterfly, 6th place.

David Flickinger, Jimmy Foley, Josh Seaburg and Mark Singleton: 400 freestyle relay, 15th place.

Coaches are Pat Anderson and Jeff Schneider.

- 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 School 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 School 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, School Board member inquiries on consent agenda items are to be made directly to the district administration prior to the time of the meeting.

SCHOOL BOARD AGENDA - April 23, 2007

PAGE 3

A. TEACHING/LEARNING MATTERS - Kovash

- (1) Acceptance of Gifts - Pages 7
- (2) Approval of Position - Pages 8-13

B. BUSINESS SERVICE MATTERS - Weston

C. HUMAN RESOURCE MATTERS - Nielsen

- (1) Approval of Family/Medical Leave - Page 14
- (2) Approval of Resignation - Page 15
- (3) Acceptance of Early Retirement - Page 16
- (4) Approval of New Employees - Page 17

D. SUPERINTENDENT MATTERS - Nybladh

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

Moved by _____ Seconded by _____
Comments _____

3. **MOORHEAD HIGH SCHOOL FOOTBALL STADIUM SCOREBOARD:** Weston
Pages 18-21

Suggested Resolution: Move to approve the purchase of a scoreboard in the amount of \$18,386.00 from Daktronics.

Moved by _____ Seconded by _____
Comments _____

4. **APPROVAL OF RESOLUTION FOR PLACEMENT OF TENURED TEACHERS ON AN UNREQUESTED LEAVE OF ABSENCE:** Nielsen
Pages 22-24

Suggested Resolution: Move to approve the following resolution:

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

SCHOOL BOARD AGENDA - April 23, 2007
PAGE 4

<u>Name</u>	<u>License</u>	<u>FTE</u>
John Keller	French	.42

BE IT HEREBY RESOLVED, by the School Board of Independent School District No. 152 that the above named tenured teacher is 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 2006-2007 school year on June 30, 2007 pursuant to Minnesota Statutes, Sec. 122A.40, Subd. 11 and Article 23, Section 1 and 2 of the 2005-2007 Teacher Master Agreement.

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

Moved by _____ Seconded by _____
Comments _____

5. **COMMITTEE REPORTS**
6. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**
7. **ADJOURNMENT**

SCHOOL BOARD AGENDA - April 23, 2007**PAGE 5****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Technology Committee	April 24	3:45 pm	PCE
Activities Council	April 24	7 am	MHS Conf Rm
Math MCA-11, MTELL Grades 3-8	April 24, 26		
Elem Parent FYI Night	April 26	7 pm	Robert Asp
MHS Spring Play "Our Town"	April 26-29	7:30 pm	Auditorium
SG Reinertsen Family Fun Night	April 27	5-8 p	
Grades 6-12 P/T Confs	April 30	5-8:30 pm	
Parent/Teacher Family Night	April 30	5-7 pm	RRALC
Continuing Educ Com	May 1	3:30 pm	PCE
Grades 6-12 P/T Confs	May 1	5-8:30 pm	
Indian Educ Parent Com	May 2	5 pm	PCE
Science MCA-II Testing (Grds 3, 5, MHS)	May 1, 3		
Clay County Joint Powers Com	May 3	7 am	City Hall
Human Rights Committee	May 3	3:45 pm	PCE
Educ Mhd Recognition Dinner	May 3	6 pm	Marriott
Horizon Middle Schl PTAC	May 3	7 pm	Media Center
Gr 8 Orchestra Concert	May 3	7:30 pm	MHS Auditorium
MHS Orchestra Concert	May 3	7:30 pm	Auditorium
Prom; Grand March	May 5	7:30 pm	Auditorium
Robert Asp Schl PTAC	May 7	6:30 pm	Media Center
SG Reinertsen Schl PTAC	May 7	7 pm	Media Center
MHS PTAC	May 7	7 pm	Conf Rm
Gr 7 Choir Concert	May 7	7:30 pm	Cafetorium
Spring MAP Testing	May 7-25		
Ellen Hopkins Schl PTAC	May 8	6:30-8 pm	Media Center
Gr 6 Choir Concert	May 8	7:30 pm	Cafetorium
Instr and Curr Adv Com	May 10	7 am	PCE
Early Chldhd Advisory Com	May 10	7 pm	PCE
Gr 8 Choir Concert	May 10	7:30 pm	Cafetorium
Academic Awards Ceremony	May 10	7 pm	Auditorium

SCHOOL BOARD AGENDA - April 23, 2007**PAGE 6****CALENDAR OF EVENTS (Continued)**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
School Board	May 14	7 pm	PCE
MHS Choir and Band Concert	May 14	7:30 pm	Auditorium
Interagency Early Interv Com	May 16	12 pm	FSC
Grade 6 Band Concert	May 17	6:30 pm	Cafetorium
Grade 7 Band Concert	May 17	8 pm	Cafetorium
Health/Safety/Wellness Com	May 17	9:30 am	PCE
Orchestra Concert	May 17	7:30 am	Auditorium
Supt's Advisory Council	May 17	7 pm	PCE
Honor Banquet	May 20	6 pm	Marriott
Staff Development Committee	May 21	3:30 pm	PCE
Policy Review Committee	May 21	7 pm	PCE
All-City Orchestra Concert	May 21	7:30 pm	Gymnasium
Technology Committee	May 22	3:45 am	PCE
Wind Ensemble Concert	May 22	7:30 pm	Auditorium
Grade 8 Band Concert	May 24	7:30 pm	Cafetorium
A Cappella Choir and Chorale	May 25	7:30 pm	Gethsemane
No School/Memorial Day	May 28		
Schl Bd Retirement Reception	May 29	5:30 pm	PCE
School Board	May 29	7 pm	PCE
Grds 6-7 Orchestra Pop Pic	May 29	7:30 pm	Cafetorium
Last Day for K-12 Students	May 31		
K-12 Prof Dev (a.m.)/Tchr Work Day (p.m.)/Last Day for K-12 Staff	June 1		
Graduation	June 3	2 pm	Concordia



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.117

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: April 17, 2007
RE: Donation

Moorhead Area Public Schools has received the following donations for the Military Kids Day Out on April 14.

\$1,000 from Moorhead VFW Post 1223 for lunch and snacks

\$45.00 worth of coffee from Atomic Coffee

SUGGESTED RESOLUTION: Move to accept the donations of \$1,000 from Moorhead VFW Post 1223 and \$45.00 worth of coffee from Atomic Coffee and direct administration to send thank you cards.

VFW Post 1223
Attn: Dan Hunt
2201 1st Ave N
Moorhead, MN 56560

Atomic Coffee
Attn: Angelique
16 4th St S
Moorhead, MN 56560

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.116

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: April 17, 2007
RE: Early Intervention Services Staffing

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

The addition of a .5 FTE Early Childhood Special Education teacher reflects the increase of students. The attached proposal provides the background information for the addition.

This position will be temporary through July, 2007 or completion of EIS stretch calendar and will be paid with special education federal funding.

SUGGESTED RESOLUTION: Move to approve .5 FTE early childhood special education teacher in the Early Intervention Services Program for May 1 through July, 2007 or completion of Early Intervention Services Program stretch calendar.

LAK/kmr
Attachment

MOORHEAD PUBLIC SCHOOLS
Moorhead, Minnesota

2006-2007 Budget
(Year)

PROPOSAL FORM

NAME OF BUILDING: Probstfield ELC, EIS Program

TOPICS OF PROPOSAL: Addition of .5 FTE ECSE Teacher

SUBMITTED BY: Sarah King
Jill Skarvold

DATE: 4-16-07

DATE TO BE IMPLEMENTED: 5-1-07

BUSINESS OFFICE REVIEW WITH COMMENTS ATTACHED

PERSON RESPONSIBLE TO
RECOMMEND TO SUPERINTENDENT: Lynne Kovash

Recommendation (by person responsible):

Approve _____ Disapprove _____ Hold _____ Refer to Cabinet _____

Date _____

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

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

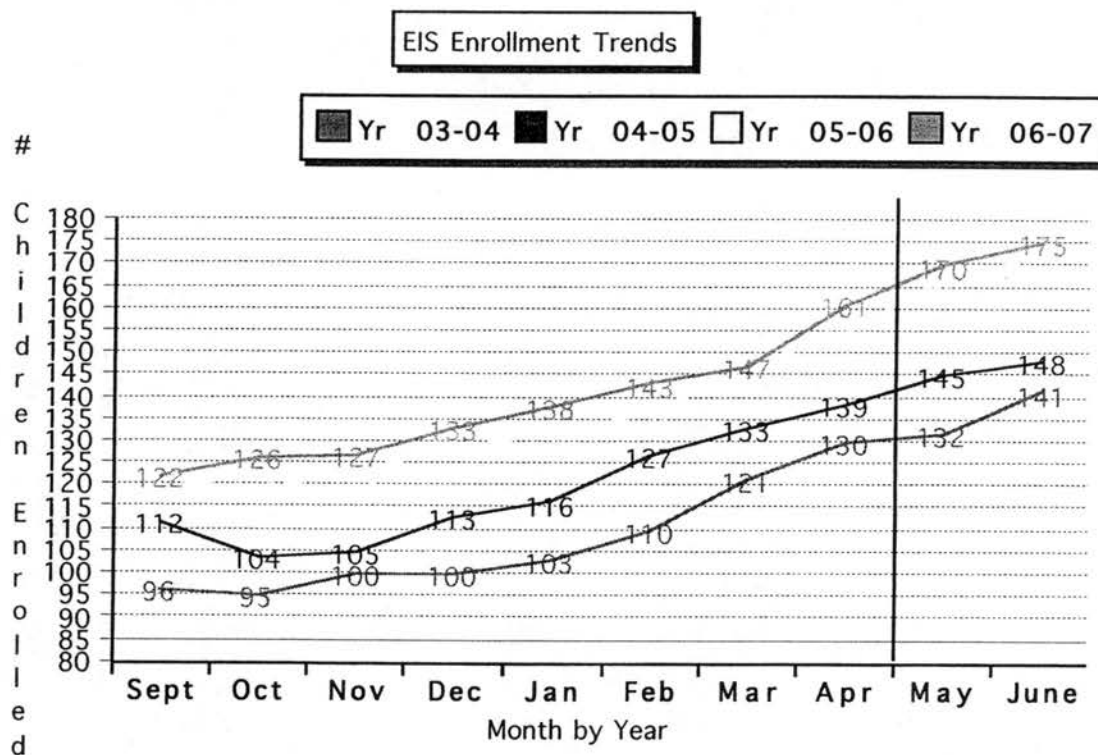
1. Describe the proposal for funding: Addition of .5 FTE for May 1 through July, 2007 or completion of EIS stretch calendar.
2. Explain in detail the rationale or purpose of the proposal. This includes research that supports the proposal. (Please relate, if possible your rationale to the previously identified high priority problems of your school).

The number of children enrolled at EIS at the beginning of April, 2007 was 155. This is an increase of 6 from April, 2006. An additional 17 children are currently in various stages of meetings and assessments. A high proportion of those referred and assessed are found to be eligible for services.

The high number of children in the EIS program are exceeding staffing guidelines. Last

year, the teachers serving infants through 2 year olds were heavily taxed. This year teachers serving 3 through Kindergarten entry are carrying caseloads in excess of 20, one at 27 this week. The state guidelines require a maximum of 16 per ECSE teacher. The additional .5 FTE ECSE teacher will enable the caseload for the 5 teachers serving 3-5 year olds to be about 17 children per teacher. This boost will enable the staff to be within guidelines through July when adjustments in FTE can be made for 07-08.

See the following chart for yearly trends during the past 5 years. Numbers through April are actual numbers, May and June are projected numbers:



Several planning steps were taken in spring 2006 to anticipate a growing population in 2006-2007:

- Adjustments were made to anticipate growing needs of Developmental Delay in 2006-2007 by a shift of .5 in Special Education FTE to EIS from K-12. With the shift in FTE plus prior years' shift in staff it was projected that the ECSE Teacher resources would be enough to meet the demands of increased enrollment.
- EIS and Head Start, as co-located partners in the Early Learning Center, were deliberately staffed so that children with complex disabilities were assigned to the co-located classrooms enabling the staffing patterns to be more efficient to serve the students with more services and service time. However, children with significant needs are also enrolled in Head Start at the Family Service Center and other inclusive sites

around the city.

- We have now maximized and exceeded ECSE guidelines given the higher than projected numbers of students qualifying for ECSE services.

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

- The severity of disabilities is greater than in recent years: a higher rate of children have combinations of physical, cognitive, hard of hearing/deaf, and visual/blind disabilities.
- Three self-contained classrooms support severe speech-language disabilities with autism or autism-like characteristics. All of them require intensive, highly structured programming.

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

Early Intervention Services is unique in that a large proportion of the staffs' job is to find and identify children with disabilities at an early age. EIS staff also design early intervention programs that make a difference in the lives of young children and their families. Without the additional staffing, EIS will exceed the caseload guidelines of 16 for teachers of 3-5 year old children.

Without additional .5 FTE ECSE Teacher, the EIS existing staff will be unable to meet the identified needs of the children assessed and ready for programming. The severity of disabilities encountered this year will not be adequately served.

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

Continue as is with services to children diminished as caseloads grow; larger groupings of children; center-based programming rather than natural settings for 1-2 year olds which is not "least restrictive". Burden on staff too high, communication with parents and agency representatives diminished due to time constraints. Hire a paraprofessional. However, a paraprofessional is unable to program for students nor can she/he do the professional tasks needed. A teacher will still need to direct the programming, conduct assessments, maintain agency and family contact/involvement, analyze data/assessment information. Even with the hiring of a paraprofessional, caseloads per state rules are still exceeded.

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

PROPOSAL FORM:

#1 PERSONNEL:	Number requested	Total cost:	Code to charge:	Reimbursement	Net cost:
Administrators:					
Teachers:	0.5 FTE	\$9,450		\$9,450	\$0
Clerical:					
Paraprofessional:					
No. & Hrs. per day:					
Teacher Para:					
Noon Para:					

	Total salaries	\$9,450 x 30%	\$2,835
FRINGE BENEFITS:	Worker's Compensation X Salary	x .005	\$47.25
	SUPPLIES:		
#2	CAPITAL OUTLAY:		\$0.00
	OTHER EXPENSES:		\$0.00

Comments on budgetary items:

1. F.T.E. Full-time equivalent: .5 FTE from end of March through July, 2007. Spring assessment of staffing and caseload patterns will determine whether this increase in FTE at EIS should be continued into 2007-2008 or whether current staff in K-12 can be shifted to EIS.
2. Equipment, remodeling, site improvement, etc.: NA
3. Review by Business Office before Superintendent's approval: NA
6. Space implications (short/long range).
NA
7. Equity implications: NA


8. Technology implications.
Computer & phone may be needed.
9. Suggested timelines for implementations.
May, 2007
10. Who has been involved in this decision?
Jill Skarvold, Sarah King, Lynne Kovash
11. Other comments:



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.096**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron  Nelson, Director of Human Resources

DATE: April 17, 2007

RE: Family/Medical Leave

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


Becky Peterson Paraprofessional, High School, effective April 18, 2007 for
approximately six to eight weeks.

SUGGESTED RESOLUTION: Move to approve the Family/Medical Leave for Becky Peterson pursuant to Article VIII, Section 3, Subd. 1 of the Paraprofessional Master Agreement.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.094

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron , Director of Human Resources
DATE: April 17, 2007
RE: Resignation

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

Scott Boothroyd Custodian, High School and Ellen Hopkins Elementary, effective April 13, 2007.

Sue Nichols Crossing Guard, S.G.Reinertsen Elementary, effective April 10, 2007.

SUGGESTED RESOLUTION: Move to approve the resignation of Scott Boothroyd and Sue Nichols as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.095

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: April 17, 2007
RE: Early Retirement

The administration requests approval of Early Retirement of the following person:

Connie Nokken Secretary, S.G.Reinertsen Elementary, effective July 1, 2007.


SUGGESTED RESOLUTION: Move to accept the Early Retirement of Connie Nokken as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.098

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron , Director of Human Resources

DATE: April 17, 2007

RE: New Employees

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.

Daniel Wittnebel	Bus Driver, Transportation, \$11.77 per hour, 20 hours per week, effective February 1, 2007. (Replaces Calleigh Besemer)
Breen Maii	Bus Driver, Transportation, \$11.77 per hour, 30 hours per week, effective February 5, 2007. (Replaces William Kopp)
David Allen	Bus Driver, Transportation, \$11.77 per hour, 10 hours per week, effective February 6, 2007. (Replaces Nather Ramo)
Nathan Richman	Bus Driver, Transportation, \$11.77 per hour, 20-25 hours per week, effective February 12, 2007. (Replaces Katie Leegaard)
Ramses Yousif Yannaroda	Bus Driver, Transportation, \$11.77 per hour, 25-30 hours per week, effective January 8, 2007. (Replaces William Otto)
Jeri Neameyer	Crossing Guard, S.G.Reinertsen Elementary, \$8.22 per hour, 1.5 hours per day, effective April 11, 2007. (Replaces Sue Nichols)

SUGGESTED RESOLUTION: Move to approve the employment of Daniel Wittnebel, Breen Maii, David Allen, Nathan Richman, Ramses Yousif Yannaroda and Jeri Neameyer as presented.



Department of Business Services
Moorhead Area Public Schools

Memo B.07.029

TO: Dr. Larry P. Nybladh, Superintendent

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

DATE: April 14, 2007

RE: High School Football Stadium Scoreboard

At this time I am asking the School Board for permission to purchase a new scoreboard from Daktronics in the amount of \$18,386.00. The reason that we need to issue a purchase order at this time is due to the fact that the scoreboard will take approximately 12 weeks to be delivered. This does not include installation time or any delays in delivery. It is our hope that we can have the scoreboard in place by the beginning of the football season. At this time it appears that the entire system and installation will cost approximately \$35,000.00.

Suggested Resolution: Move to approve the purchase of a scoreboard in the amount of \$18,386.00 from Daktronics.

MLW:mde
Attachment

Quote # 230407-2 Rev 3

Moorhead High School
Mark Weston
2300 4th Avenue South
Moorhead, MN UNITED STATES 56560-3298
Phone: 218-284-3375
Fax: 218-284-2347
Email: mweston@moorhead.k12.mn.us

10/Apr/2007
Quote valid for: 30 days
Terms: NET 30 DAYS
FOB: DAKTRONICS
Delivery: 10-12 Weeks ARO

Reference:

Item #	Model	Description	Qty	Price
1	FB-2023-21	Outdoor Football/Track Scoreboard; Amber LED Digits; HORN IS OPTIONAL, , Color : _48855 Orange_Prizm Gloss <i>Cabinet Dimensions: 8' 0" H X 25' 0" W X 0' 6" D (Approx. Dimensions)</i> <i>Digit Type: PANAVIEW</i> <i>Digit Color: AMBER</i> <i>Max Power: 600 Max Watts/face</i> <i>Weight: Uncrated 640 lbs per face; Crated 1190 lbs per face</i>	1	\$18,386.00
	Border Striping for FB-1830	Border Striping for FB-1830, Color: _Black_	1	
	Radio_Transmitter	Radio Transmitter 2.4 GHz	1	
	Radio_Receiver	Radio Receiver 2.4 GHz	1	
	Hard-sided carrying case for AS -3100, AS-4100, or AS-5010	Hard-sided carrying case for AS-5010	1	
	Team_Name_Outdoor	Team Name Caption - in place of HOME caption:_SPUDS_	1	
	0A-1125-0007	Signal convertor kit for Finish Lynx to a numeric scoreboard	1	
	DA-1001-25 w/50% Lettering/Logo and Screen Backing	Arch Truss; Aluminum, 4 feet tall x 25 feet long including 50% Lettering/Logo W/O Screen ref. CR-08085	1	
	FREIGHT	Shipping to site (schedule dedicated truck.)	1	
Service Plans				
2	P1G5-64652	MAIN One year Platinum and Four years GoldSM coverage FB-2023-21 Outdoor Football Display	1	
TOTAL PRICE:				\$18,386.00

Quote # 230407-2 Rev 3

Exclusions: This quote does not include Electrical Installation, Physical/Mechanical Installation, Structure, Foundation, Power, Hoist, Technical Support/Installation Support, Engineering Certification, Signal Conduit, Labor to Pull Signal Cable, Applicable Permits, Taxes

Unless expressly stated otherwise in this Quote # 230407-2 Rev 3 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.



DON HANSEN
PO BOX 5128
331 32ND AVE
BROOKINGS, SD 57006
PHONE: 605-697-4418
FAX: 605-696-3004
EMAIL: dhansen@daktronics.com



ANNIE BERKNER
PO BOX 5128
331 32ND AVE
BROOKINGS, SD 57006
PHONE: 605-696-3003
FAX: 605-696-3004
EMAIL: aberkne@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)

SL-02374 Standard Warranty and Limitation of Seller's Liability (www.daktronics.com/terms_conditions/SL-02374.pdf)

SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

Customer Signature

Date

Quote # 230407-2 Rev 3

Purchaser hereby confirms that the equipment is to be delivered to, and may be installed by Purchaser or Daktronics (as indicated elsewhere herein) at the address indicated on page one (1) of the agreement unless otherwise specified below:

Ship To:	
_____ Company	
_____ Contact Person	
_____ Address	
_____ City	
_____ State	_____ Zip
_____ Telephone	
_____ Fax	

End User:	
_____ *Company	
_____ Contact Person	
_____ Address	
_____ *City	
_____ *State	_____ *Zip
_____ Telephone	
_____ Fax	
_____ *Required Information	



Department of Human Resources
Moorhead Area Public Schools

Memo HR.07.097

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: April 17, 2007

RE: RESOLUTION FOR PLACEMENT OF TENURED TEACHER ON
AN UNREQUESTED LEAVE OF ABSENCE

At the March 26, 2007 school board meeting the reduction of 4.2625 full time equivalent (FTE) of programs and licensed positions was approved. The reduction of these programs and licensed positions is related to the projected declining enrollment and financial limitations.

Additional staffing reductions are due to contractual issues, teachers returning from leaves and filling vacancies during the year. These reductions may be absorbed through teacher transfers, retirements and leaves. The following is a summary of the proposed reduction of a tenured teacher:

<u>Unrequested Leave of Absence of Tenured Teacher</u>	<u>License</u>	<u>FTE</u>
John Keller	French	.42

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

SUGGESTED RESOLUTION: Move to approve the following resolution:

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

<u>Name</u>	<u>License</u>	<u>FTE</u>
John Keller	French	.42

BE IT HEREBY RESOLVED, by the School Board of Independent School District No. 152 that the above named tenured teacher is 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 2006-2007 school year on June 30, 2007 pursuant to Minnesota Statutes, Sec. 122A.40, Subd. 11 and Article 23, Section 1 and 2 of the 2005-2007 Teacher Master Agreement.

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

NOTICE OF PLACEMENT
ON UNREQUESTED LEAVE OF
ABSENCE AND NOTICE OF HEARING
ENTITLEMENT, IF REQUESTED

«First» «Last»
«Address»
«City»

Dear Ms. «Last»,

You are hereby notified that at the Regular meeting of the School Board of Independent School District No. 152 held on April 23, 2007, consideration was given to your placement on unrequested leave of absence without pay or fringe benefits as a teacher of Independent School District No. 152, and a resolution was adopted by a majority vote of the Board, proposing your placement on unrequested leave of absence effective at the end of the 2006-2007 school year on June 30, 2007, pursuant to Minnesota Statute 122A.40, subd. 11 upon the grounds described in said statute and which are specifically as follows:

Discontinuance of Position, Lack of Pupils,
Financial Limitations

And are in accordance with the provisions of the 2005-2007 Master Contract and Article 23, Sections 1 and 2.

Under the provisions of the law, you are entitled to a hearing before the school board provided that you make a request in writing within fourteen days after receipt of this notice. If no hearing is requested within such period, it shall be deemed acquiescence by you to the school board's proposed action. If you request a hearing, a date will be scheduled as soon as practicable. Hearing requests are to be sent to the Director of Human Resources.

Your name will be placed on a recall list under the provisions of Article 23 in the current Teachers Master Contract.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 152

Clerk of the School Board

Board Member _____ introduced the resolution directing administration to place tenured teaches on unrequested leave as presented.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

S-M9-BOS
23 April 2007

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

April 23, 2007

4:00 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 A. Ladwig _____	Larry P. Nybladh _____

AGENDA

1. **CALL TO ORDER**

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

Moved by _____ Seconded by _____
Comments _____

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

3. **ADJOURNMENT**

SCHOOL BOARD AGENDA - April 23, 2007**PAGE 2****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Technology Committee	April 24	3:45 pm	PCE
Activities Council	April 24	7 am	MHS Conf Rm
Math MCA-11, MTELL Grades 3-8	April 24, 26		
Elem Parent FYI Night	April 26	7 pm	Robert Asp
MHS Spring Play "Our Town"	April 26-29	7:30 pm	Auditorium
SG Reinertsen Family Fun Night	April 27	5-8 p	
Grades 6-12 P/T Confs	April 30	5-8:30 pm	
Parent/Teacher Family Night	April 30	5-7 pm	RRALC
Continuing Educ Com	May 1	3:30 pm	PCE
Grades 6-12 P/T Confs	May 1	5-8:30 pm	
Indian Educ Parent Com	May 2	5 pm	PCE
Science MCA-II Testing (Grds 3, 5, MHS)	May 1, 3		
Clay County Joint Powers Com	May 3	7 am	City Hall
Human Rights Committee	May 3	3:45 pm	PCE
Educ Mhd Recognition Dinner	May 3	6 pm	Marriott
Horizon Middle Schl PTAC	May 3	7 pm	Media Center
Gr 8 Orchestra Concert	May 3	7:30 pm	MHS Auditorium
MHS Orchestra Concert	May 3	7:30 pm	Auditorium
Prom; Grand March	May 5	7:30 pm	Auditorium
Robert Asp Schl PTAC	May 7	6:30 pm	Media Center
SG Reinertsen Schl PTAC	May 7	7 pm	Media Center
MHS PTAC	May 7	7 pm	Conf Rm
Gr 7 Choir Concert	May 7	7:30 pm	Cafetorium
Spring MAP Testing	May 7-25		
Ellen Hopkins Schl PTAC	May 8	6:30-8 pm	Media Center
Gr 6 Choir Concert	May 8	7:30 pm	Cafetorium
Instr and Curr Adv Com	May 10	7 am	PCE
Early Chldhd Advisory Com	May 10	7 pm	PCE
Gr 8 Choir Concert	May 10	7:30 pm	Cafetorium

SCHOOL BOARD AGENDA - April 23, 2007**PAGE 3****CALENDAR OF EVENTS (Continued)**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Academic Awards Ceremony	May 10	7 pm	Auditorium
School Board	May 14	7 pm	PCE
MHS Choir and Band Concert	May 14	7:30 pm	Auditorium
Interagency Early Interv Com	May 16	12 pm	FSC
Grade 6 Band Concert	May 17	6:30 pm	Cafetorium
Grade 7 Band Concert	May 17	8 pm	Cafetorium
Health/Safety/Wellness Com	May 17	9:30 am	PCE
Orchestra Concert	May 17	7:30 am	Auditorium
Supt's Advisory Council	May 17	7 pm	PCE
Honor Banquet	May 20	6 pm	Marriott
Staff Development Committee	May 21	3:30 pm	PCE
Policy Review Committee	May 21	7 pm	PCE
All-City Orchestra Concert	May 21	7:30 pm	Gymnasium
Technology Committee	May 22	3:45 am	PCE
Wind Ensemble Concert	May 22	7:30 pm	Auditorium
Grade 8 Band Concert	May 24	7:30 pm	Cafetorium
A Cappella Choir and Chorale	May 25	7:30 pm	Gethsemane
No School/Memorial Day	May 28		
Schl Bd Retirement Reception	May 29	5:30 pm	PCE
School Board	May 29	7 pm	PCE
Grds 6-7 Orchestra Pop Pie	May 29	7:30 pm	Cafetorium
Last Day for K-12 Students	May 31		
K-12 Prof Dev (a.m.)/Tchr Work Day (p.m.)/Last Day for K-12 Staff	June 1		
Graduation	June 3	2 pm	Concordia