

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

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5-M9-B05
14 May 2007

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

May 14, 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 three Moorhead High School musicians selected through an audition process for the Minnesota All-State Orchestra. The students are Andrew Chen, violin, Emily Swedberg, violin, and Emma Hughey, viola. The All-State Orchestra performed February 17 at Orchestra Hall in Minneapolis. Jon Larson is the Moorhead High School orchestra teacher.

*** **We Are Proud** of three Moorhead High School string players for being selected by audition to perform with the MNSOTA Middle Level Honors Orchestra on February 17. The students are Rachael Meier, violin, Matt Nicolai, cello, and Tessa Wakefield, cello. Jon Larson is the Moorhead High School orchestra teacher

*** **We Are Proud** of the Moorhead High School Freshman Orchestra for being awarded two Superior with Distinction ratings at the MNSOTA Tier I Orchestra Festival February 27. As part of the award, the Freshman Orchestra worked with members of the Minnesota Orchestra on April 2 and performed at the MNSOTA Tier II Orchestra Concert at Orchestra Hall in Minneapolis. The Freshman Orchestra is comprised of 78 ninth-grade string players and is under the direction of Jon Larson.

*** **We Are Proud** of three Moorhead High School wrestlers who advanced to the 2007 State Wrestling Tournament. Luke Tweten and Ben Wheeler placed second in their weight classes in the section tournament while Justin LaValle finished first in his weight class in the section tournament. Justin LaValle placed third at state. Paul Larson, Caleb Schlack and Ben Thoreson are the wrestling coaches.

*** **We Are Proud** of the Moorhead High School girls basketball team for placing first in Section 8AAAA and advancing to the quarterfinals of the state tournament. Team members are Candice Grimm, Kelsey Jacobson, Nicole Jefferson, Jenna Dolence, Sabrina Sam, Trish Vanyo, Sarah Peterson, Kate Olsen, Ashley Randash, Gina Jaroszewski, Kaitlyn Rogalla, Amanda Maddux, Britta Adsten, Kassie Hooten, Kasey Steckler and Miki Stephenson. Student managers are Elisabeth Hanson and Amanda Enns. Head coach is Jim Kapitan, and assistant coaches are Mark Perry, Ron Drechsel, Mike Kieselbach, and Bobbie Jo Gulsvig.

*** **We Are Proud** of Horizon Middle School students who advanced to the Minnesota State History Day at the University of Minnesota on April 21. More than 250 students participated this year in the National History Day program at Horizon Middle School. Eighty projects competed in the school competition where 23 of the projects advanced to the Regional History Day competition on March 22 at MSUM. Ten projects were chosen to compete at Minnesota State History Day. Honorable mention was awarded to Ian Glidden for his exhibit on "Ellis Island" and to Cassandra Hansen, Megan Thompson, and Tanner Tweten for their group performance on "David Faber." Additional state competitors were Maija Lindaas,

Ashley Wood, Gabe Wright, Abby Tietz, Sarah Gerber, Morgan Holm, Andrew Olson, Tim Solum, Andrew Carlson, Sam Wisenden, Crystal Ingvalson, Brianna Alvarez, Kelsey Kalahar, Kylie Windecker and Kathryn Eggert.

History Day teachers are Kate Evenson, Marsha Johansen, Lynn Johnson and Carla Smith.

*** **We Are Proud** of Horizon Middle School students who had outstanding achievement in the 2007 Midwest Academic Talent Search. A recognition ceremony was held April 24 to recognize the accomplishments of the 45 students from Horizon Middle School who participated in this year's Midwest Academic Talent Search sponsored by the Center for Talent Development at Northwestern University.

Special recognition was given to students with outstanding achievement. Top-scoring students on the ACT were Henry Dobbs, Austin Hauf, Zachary Drechsel, Maija Lindaas and Gabe Wright. Top-scoring students on the SAT were Sam Wisenden, Libby Sternhagen, Andrew Carlson and Eunhae Park for top combined scores and Seiko Shastri for the top SAT writing score. The Midwest Talent Search is coordinated at Horizon Middle School by Lois Brown.

*** **We Are Proud** of Moorhead High School students Justin Larson and Westin Schreiner who competed in the state finals of the Ford/AAA Student Auto Skills competition on April 25 in Minneapolis. Moorhead High School placed first in Minnesota in the school written test and first in the team written test. At the state finals, Larson and Schreiner placed second overall in the hands-on trouble shooting contest, which requires each team to correctly diagnose and repair intentionally installed faults or "bugs" on identical vehicles. Lauren Rood is the automotive teacher at Moorhead High School.

*** **We Are Proud** of Nazdar Hassan, Kurdish liaison in the district, for receiving the 2007 YWCA Woman of the Year Advocate for Equality award. The Woman of the Year awards recognize outstanding women from the Cass-Clay area who have demonstrated leadership or achievement in their field and the community. The Advocate for Equality award specifically honors a woman whose work or community involvement promotes respect, inclusion and equal rights for all people.

*** **We Are Proud** of Moorhead High School student Alexis Stadstad for receiving the 2007 YWCA Woman of the Year Young Woman of Tomorrow 15-18 award. The Woman of the Year awards recognize outstanding women from the Cass-Clay area who have demonstrated leadership or achievement in their field and the community. The Young Woman of Tomorrow award specifically honors a young woman who has demonstrated exceptional leadership, scholastic ability, volunteer service or special achievements.

*** **We Are Proud** of seven Moorhead teams that placed first, second or third in the Moorhead Regional Destination Imagination Tournament in March.

In CSI: DI, The Fluffy Tourists from Robert Asp Elementary placed second in the elementary level. Team members are Thomas Becker, Anna Pinkney, Jocie Nelson, Jeremy Wang, Shontel Smith, Linneah Becker and Kiana Larghe. Team managers are Terri Smith and Matt Becker.

In CSI: DI, at the middle level, DIDA: Detectives in Disguise Agency finished in first place. Team members are Sam Williams, Carson Stowe, Abdu Frederickson, Jadeyn Feuillerat, PJ Guglielmini, Lexi Lyon, and Cameron Wintersteen. Ron Williams is the team manager.

In Cardiology, 7 ate 9 from Ellen Hopkins Elementary placed second at the elementary level. Team members are Elizabeth Johnson, Zachary Manning, Tracy Athmann, Erika Hoaby, Ryan Sadlowski, Adam Bakken and Elisabet Samonides-Hamrick. This team received a Spirit of Discovery award for Team Spirit. Bryan Draxten is the team manager.

At the middle level, the CarDIvores from Horizon placed first in Cardiology. Team members are Glen Ellingson, Sam Riehle, and Ben Suits Baer. The team manager is Julia Suits Baer. This team also received a Spirit of Discovery award for their teamwork.

In Switching Traditions, the Smarties from S.G. Reinertsen Elementary earned first place at the elementary level. Team members are Madison Brenamen, Rachel Rosson, Megan Teiken, Ariel Olson, and Brianna Gruenberg. The team manager is Shannon Olson.

In Round About Courage, The Stars placed third. Team members are Cassidy Klostriech, Skyler Klostriech, Emily Hartjen, Elizabeth Hartjen, Abby Lundborg, Sierra Kolle, and Tristian Clemedtson. The team manager is Sara Klostriech. The Courageous Desktopians from Robert Asp Elementary placed first. Team members are Brenna Vanyo, Sydney Arends, Drew Swenson, Tyler Eidsness, Erin Eidsness, Andrea Wilmer and Breann Adamek. Team managers are Abby Gold and Missy Eidsness.

DIDA, the Smarties, the Courageous Desktopians, the Fluffy Tourists, and CarDIvores qualified for the Minnesota State Destination Imagination Tournament on April 21, 2007 at Chaska High School.

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

2. **CONSENT AGENDA**

All items on the Consent Agenda are considered to be routine, and have been made available to the 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 9-11
   (2) Acceptance of Grant - Pages 12-20
   (3) Approval of Assessment Instructional Coach - Pages 21-24

B. BUSINESS SERVICE MATTERS - Weston
   (1) Approval of Agreement - Pages 25-31
   (2) Approval of Bid Advertisement - Page 32
   (3) Approval of Lease Agreement - Pages 33-37
   (4) Approval of Construction of Concession Stand - Page 38

C. HUMAN RESOURCE MATTERS - Nielsen
(1) Approval of Early Retirement - Page 39
(2) Approval of Resignations - Page 40
(3) Approval of Family/Medical Leave - Page 41
(4) Approval of Change in Contract - Page 42
(5) Approval of New Employees - Page 43

D. SUPERINTENDENT MATTERS - Nybladh
(1) Approval of April 9 and 23, 2007 Regular Meeting Minutes and April 23, 2007 Special Meeting Minutes - Pages 44-55
(2) Approval of May Claims

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

Moved by _____ Seconded by _____
Comments _____

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

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

Midwest Academic Talent Search and History Day Projects - Kovash
Page 56

4. **APPROVAL OF HEALTH INSURANCE CARRIER**: Weston
Page 57

Suggested Resolution: Move to approve Health Partners as the school district health insurance carrier for the 2007-2008 and 2008-2009 plan years.

Moved by _____ Seconded by _____
Comments _____

5. **APPROVAL OF MAJOR MAGNITUDE FIELD TRIP TO COSTA RICA**: Kovash
Pages 58-65

Suggested Resolution: Move to approve the Major Magnitude Field Trip for Moorhead High School Spanish students to travel to Costa Rica on March 15-22, 2008.

Moved by _____ Seconded by _____
Comments _____

6. **APPROVAL OF MAJOR MAGNITUDE FIELD TRIP TO ITALY**: Kovash
Pages 66-74

Suggested Resolution: Move to approve the Major Magnitude Field Trip for Moorhead High School Choir students to travel to Italy on March 13-19, 2008.

Moved by _____ Seconded by _____
Comments _____

7. **COMMITTEE REPORTS**

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

9. **ADJOURNMENT**

CALENDAR OF EVENTS

Event	Date	Time	Place
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	MHS
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 Concert	May 29	6 pm	MHS Auditorium
Grds 8-9 Orchestra Concert	May 29	7:30 pm	MHS Auditorium
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
S.G. Reinertsen School PTAC	June 4	7 pm	Media Center
School Board	June 11	7 pm	PCE
Interagency Early Interv Com	June 20	12 pm	FSC
School Board	June 25	7 pm	PCE

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.119

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: May 7, 2007

RE: Donation

Moorhead Area Public Schools has received Guided Reading Books valued at approximately $50.00 from the MSUM Chapter of Education Minnesota Student Program. The books will be used in the Early Childhood Family Education Program.

SUGGESTED RESOLUTION: Move to accept the donations of Guided Reading Books valued at $50.00 from the MSUM Chapter of Education Minnesota Student Program and direct administration to send a thank you card to:

Layna Cole
214V Lommen Hall
1104 7th Ave S
Moorhead, MN 56560

LAK/kmr

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.122

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: May 7, 2007

RE: Donations

Moorhead Area Public Schools has received donations from the following businesses and organizations for this year's Wisdom Retreat for the Moorhead Area Senior Class:

Contributions of more than $250
- MHS Student Council
- Moorhead Community Education

Contributions of $200-$250
- American Lodge and Suites
- Moorhead High Key Club
- Rick Electric
- Spud Boosters

Contributions of $100
- Cash Wise
- Cass-Clay Creamery
- Dakota Warehouse, Inc.
- Northern Improvement
- Pan 'O Gold Baking Co.
- State Bank & Trust

Contributions of $50
- Crane Johnson
- Wright Funeral Home

Contributions of $25 or less
- Any College Network, Inc.
- Bert's Trucking
- Dr. Jeffrey Harvey
- Haugen Masonry
- Morlock Chiropractic
- One America, Josh Arnold
- Raymond Simmons, DDS, PA
- Dr. David Tranby

SUGGESTED RESOLUTION: Move to accept the donations as presented and direct administration to send thank you cards.

LAK/kmr

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Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.125

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: May 7, 2007

RE: Donation

Moorhead Area Public Schools has received a donation of a telescope valued at $200 from
Holly Erdmann
2821 Village Green Drive
Moorhead, MN 56560

The telescope will be used by the science department at Horizon Middle School.

SUGGESTED RESOLUTION: Move to accept the donation of a telescope from Holly Erdmann and direct administration to send a thank you card.

LAK/kmr

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.124

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: May 7, 2007

RE: Moorhead School District Indian Education Grant

Attached is a copy of the Moorhead School District Indian Education Grant. This is an annual grant for continued programming for American Indian students.

The U.S. Department of Education Office of Indian Education has issued a Grand Award Allocation for Indian Education for the 2007-2008 school year in the amount of $45,877 to Moorhead Area Public Schools. In the 2006-2007 school year, the allocation for Indian Education was $44,198.

On May 1, 2007 the application was submitted electronically containing required MCA II assessment results, budget, and objectives. The majority of the grant funding will be used for the .5 FTE Indian Education Home School Liaison and the .4 FTE Indian Education Resource teacher.

SUGGESTED RESOLTUION: Move to accept the U.S. Department of Education Office of Indian Education Grant for Indian Education for the 2007-2008 school year in the amount of $45,877.

LAK/kmr
Attachment

Formula Grant Electronic Application System for Indian Education (EASIE) School Year 2007-08

Type of Applicant:	LEA (Not part of a Consortium)
Type of Application:	**Regular formula grant program**
Local Educational Agency (LEA) Name:	Moorhead Area Public Schools, ISD 152
Address:	2410 14th Street South
City, State, Zip	Moorhead, MN 56560
LEA DUNS Number:	185180965
LEA NCES Number:	2721420
PR Award #:	S060A070637

Total SY 2007-08 Allocation:	$45,877
Indian Student Count:	204
Grant Award Start Date:	July 01, 2007 12:00 AM
Grant Award End Date:	June 30, 2008 12:00 AM
Application Part II version:	1.0

2.3 PROGRAM DETAILS

This section contains the Program Details for the following LEA:

LEA Name: ***Moorhead Area Public Schools, ISD 152***
NCES #: ***2721420***

2.3.1.1 State Assessment Data for Content Area: Mathematics

2.3.1.1.1 Indian Student State Assessment Data

ED*Facts* Data				LEA Data			
Grade Level	Total # of Indian Students Assessed	# of Indian Students Proficient or Above	% of Indian Students Proficient or Above	Grade Level	Total # of Indian Students Assessed	# of Indian Students Proficient or Above	% of Indian Students Proficient or Above
PK				PK			
K				K			
1				1			
2				2			
3	11	5	45%	3	11	5	45%
4	12	8	67%	4	12	8	67%
5	14	1	7%	5	14	1	7%
6	10	3	30%	6	10	3	30%
7	13	6	46%	7	13	6	46%
8	17	5	29%	8	17	5	29%
9				9			
10				10			
11	8	0	0%	11	8	0	0%
12				12			

2.3.1.1.2 All Student State Assessment Data

ED*Facts* Data				LEA Data			
Grade Level	Total # of All Students Assessed	# of All Students Proficient or Above	% of All Students Proficient or Above	Grade Level	Total # of All Students Assessed	# of All Students Proficient or Above	% of All Students Proficient or Above
PK				PK			
K				K			
1				1			
2				2			
3	363	269	74%	3	363	269	74%
4	356	244	69%	4	356	244	69%
5	385	226	59%	5	385	226	59%
6	343	252	73%	6	343	252	73%
7	404	269	67%	7	404	269	67%
8	425	304	72%	8	425	304	72%
9				9			
10				10			
11	433	196	45%	11	433	196	45%
12				12			

2.3.1.1 State Assessment Data for Content Area: Reading (Language Arts/English)

2.3.1.1.1 Indian Student State Assessment Data

ED*Facts* Data				LEA Data			
Grade Level	Total # of Indian Students Assessed	# of Indian Students Proficient or Above	% of Indian Students Proficient or Above	Grade Level	Total # of Indian Students Assessed	# of Indian Students Proficient or Above	% of Indian Students Proficient or Above
PK				PK			
K				K			
1				1			
2				2			
3		8		3	10	8	80%
4		6		4	12	6	50%
5		6		5	13	6	46%
6		3		6	7	3	43%
7		7		7	13	7	54%
8		7		8	18	7	39%
9				9			
10		1		10	1	1	100%
11				11			
12				12			

2.3.1.1.2 All Student State Assessment Data

ED*Facts* Data				LEA Data			
Grade Level	Total # of All Students Assessed	# of All Students Proficient or Above	% of All Students Proficient or Above	Grade Level	Total # of All Students Assessed	# of All Students Proficient or Above	% of All Students Proficient or Above
PK				PK			
K				K			
1				1			
2				2			
3		278		3	337	278	82%
4		273		4	334	273	82%
5		291		5	372	291	78%
6		253		6	310	253	82%
7		283		7	368	283	77%
8		294		8	419	294	70%
9				9			
10		308		10	382	308	81%
11				11			
12				12			

2.3.1.2.1 Grades Served, Attendance and Graduation Rate

Grades Served
Grades Served by the LEA: PK, K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

Attendance and Graduation Data

ED*Facts* Data	LEA Data	
Average Daily Attendance for All Students	**Average Daily Attendance for All Students**	**Average Daily Attendance for Indian Students (Optional)**
	90	90

ED*Facts* Data		LEA Data	
Graduation Rate for All Students	**Graduation Rate for Indian Students**	**Graduation Rate for All Students**	**Graduation Rate for Indian Students**
91%	67%	91%	67%

2.3.1.3.1 Other Assessment Data

None Available

2.3.2.1 Objectives

Objective Performance Measure: Mathematics

Objective Target Grade Levels: PK, K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

Services Provided

Service	Frequency	Location	Activities
Mathematics, Intervention	Three Times a Week	Pull-outs	Tutoring: Skill Development in Small Groups
Mathematics, Intervention	Three Times a Week	In Class	Tutoring: Skill Development Individually

Objective Performance Measure: Reading (Language Arts/English)

Objective Target Grade Levels: PK, K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

Services Provided

Service	Frequency	Location	Activities
Reading, Intervention	Three Times a Week	In Class	Tutoring: Skill Development Individually
Reading, Intervention	Three Times a Week	Pull-outs	Tutoring: Skill Development in Small Groups
Literacy, Family	Special Events	Other Organizational Designated Sites	Multicultural Affairs or Events

2.3.3.1 Professional Development

Staff	Professional Development Opportunity
All LEA Staff	Regional Educational Conference

All LEA Staff	Multi-cultural Education and Sensitivity
Project Staff	LEA-required Training
Project Staff	Orientation on Working with Indian Students
Project Staff	OIE-sponsored Workshops/Sessions
Project Staff	Other Conferences Related to Indian Education
Teachers and Other School Professionals	Standards-based Related Training
Teachers and Other School Professionals	Subject-specific and Related Training
Teachers and Other School Professionals	LEA-required Training
Teachers and Other School Professionals	Assessments and Related Training

2.4 Budget

2.4.9 Budget Summary

Allocated Funds: $45,877	*Total Admin %:* 0.0 %	*Used Funds:* $45,877	*Remaining Funds:* $0

Budget Category	Data Entry Status	Category Subtotal	% of Overall Allocation
Personnel	Finished	$45,089	98.3%
Travel	Finished	$788	1.7%
Equipment	Finished	$0	0%
Supplies	Finished	$0	0%
Contractual	Finished	$0	0%
Other	Finished	$0	0%
Indirect Costs	Finished	$0	0%
Budget Total		$45,877	100%

2.4.1.2 Personnel

Type of Personnel	Certification Status	Number	% of Time	Admin Cost	Prog. Cost	Fringe Cost	Total
Tutor	Uncertified	1	10%		$1,200	$144	$1,344
Liaisons, Home/School or Community	Uncertified	1	63%		$24,435	$5,463	$29,898
Teachers	Certified	1	25%		$10,049	$3,798	$13,847
Category Totals		3		$0	$35,684	$9,405	$45,089

2.4.2.1 Travel

Type of Travel	Admin Cost	Program Cost	Totals
In-District		$788	$788
Out of District		$0	$0
Professional Development			$0
Category Subtotals	$0	$788	$788

2.4.3.1 Equipment

Item	Purpose	Admin Cost	Program Cost	Totals
Category Subtotals		$0	$0	$0

2.4.4.1 Supplies

Item	Admin Cost	Program Cost	Totals
Direct Instructional Delivery			$0
Student Consumables		$0	$0
Program Management			$0
Category Subtotals	$0	$0	$0

2.4.5.1 Contractual

Purpose	Admin Cost	Program Cost	Totals
Direct Instructional Delivery			$0
Student Evaluations			$0
Program Management			$0
Category Subtotals	$0	$0	$0

2.4.6.1 Other

Purpose	Admin Cost	Program Cost	Totals
Direct Instructional Delivery			$0
Student Activities Related to Services			$0
Student Consumables			$0
Program Management			$0
Professional Development			$0
Category Subtotals	$0	$0	$0

2.4.7.1 Indirect Costs

Rate %	Total

2.5 Use of Assessment Data

Timeframe of Last Assessment(s) Conducted:	SCHOOL YEAR: 2005-06
Method of Dissemination to Indian Community and Parent Committee	Public hearing for application
	Parent Committee meeting
	Other open meeting
How is LEA responding to findings of previous assessment(s)?	No changes in services/programs
	Modifications to services/programs at LEA level
	Modification to services/programs within project

2.6 Waiver Use Report

This screen is required for applicants who had an approved waiver of the 5% administrative cost cap for their SY 2006-07 Indian Education Formula Grant. If you did not have such a waiver for SY 2006-07, then leave this screen blank and press Continue.

Moorhead Area Public Schools, ISD 152
Local Education Agency (LEA)

2410 14th Street South
Mailing Address

Moorhead, MN 56560
City/State/Zip

Complete the following statements.

Under the waiver, the grantee:

- Utilized % of the total funds for administrative purposes.
- Used these funds for administrative purposes to increase the quality of instruction to students as follows:
- Is improving the academic achievement of students as follows:

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.120

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

DATE: May 7, 2007

RE: Assessment Instructional Coach

Attached is a proposal for an Assessment Instructional Coach position.

The position is for a 1.0 FTE Assessment Instructional Coach and would serve as the district assessment coordinator. The position would be similar in length of contract to the other instructional coach positions in the district. The Assessment Instructional Coach would work with individual building committees and school administration to continue to develop individual school improvement plans to include staff development focused on curriculum, student learning and assessment.

The sources of funding for the position would be .5 Title I Federal funding and .5 Special Education Federal funding. The position of Assessment Instructional Coach would begin the Fall of 2007 with training opportunities in the summer of 2007.

SUGGESTED RESOLUTION: Move to approve the 1.0 FTE position for an Assessment Instructional Coach to begin the fall of 2007.

LAK/kmr
Attachment

MOORHEAD AREA PUBLIC SCHOOLS
Moorhead, Minnesota

07-08 Fiscal Year

POSITION PROPOSAL FORM

Name of Building: Districtwide

Topic of Proposal: Assessment Instructional Coach

Submitted by: Lynne Kovash

BUSINESS OFFICE REVIEW WITH COMMENTS ATTACHED

Approve ☐ Disapprove ☐ Hold ☐ Refer to Cabinet ☐

Date: April 18, 2007

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 district philosophy and long range plans.

1. Describe the proposal for funding.
The position would be a full time assessment instructional coach. The position would serve in the following capacities:

1. Serve as the district assessment coordinator.
2. Coordinate all required assessments to assure timeliness and consistency across the district. Work with administrators and teachers to develop an assessment plan for all buildings that includes goal setting based upon data. The assessment plan will not only include mandated assessment, but additional benchmarks as developed through curriculum committees.
3. Coordinate state and district assessment and training to administer the assessments.
4. Coordinate administration of the assessment at each site.
5. Work with administrators to educate all staff members on the understanding of data and the relationship to instruction.
6. Coordinate activities of the Title I and other federal programs. Assist with the grant writing process for the consolidated federal grant.
7. Facilitate and coordinate training opportunities for helping staff understand and apply data in the instructional and decision making process.
8. Collaborate with each building principal to develop plans and opportunities for continuing understanding and utilization of data in the instructional process.

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

The assessment instructional coach would work with committees and school administration to continue to develop individual school improvement plans to include staff development focused on curriculum, student learning and assessment.

With continued emphasis both externally and internally regarding assessment, it is crucial that we provide support for staff and administration to understand and use the process of understanding data and providing instructional direction with the used of the data.

The sources of funding for the position would be .5 Title I and .5 Special Education.

The Office of Teaching and Learning would include :

Learner Support Services
Instructional Coaches
Technology
Community Education

3. State the negative implication if the proposal is not approved.
The school improvement and assessment process will not be strengthened and coordinated. Each school will not be supported to the extent necessary to coordinate assessment.

4. List alternative actions is this proposal is not approves. (It is assumed that any alternative listed is less desirable than the proposal.)
We will continue with the same process as we have now.

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

# Personnel	# Requested	Code	Revenue	Net
1.0 FTE	*			
Fringe Benefits			SALARY X .305=fringe estimates	
TOTAL COST TO AOP				

* Funding will be supported through federal sources. These dollars are already being expended but will be aligned to meet the needs of the buildings to meet school improvement plans and goals.

6. Space Implications (short/long range).
Office space or a work-space would be needed at Probstfield Center for Education.

7. Equity Implications
There will be equity across buildings since the Assessment Instructional Coach will support the work in each building.

8. Technology Implications
The coordinator would work closely with technology to develop ways to assist with the data collection and other management and analysis tasks that can be done through technology.

9. Suggested timeline for implementation
Fall of 2007 with some training opportunities in the summer of 2007.

10. Who has been involved in this decision?
Lynne Kovash, Jill Skarvold, Sarah King, Principals

Department of Business Services
Moorhead Area Public Schools

Memo B.07.033

TO: Dr. Larry P. Nybladh, Superintendent

FROM: Mark Weston, Assistant Superintendent of Business Services MW

DATE: May 2, 2007

RE: Agreement for Provision of Athletic Training and Exercise Physiology Services

Attached with this memo you will find a six page contract between Moorhead Area Public Schools and MeritCare Medical Group for the provision of athletic training and exercise physiology services. This contract had been reviewed by school district legal counsel and Activities Director Don Hulbert. In conversation with Mr. Hulbert it has been indicated that the MeritCare Medical Group has already entered into a similar agreement with the Fargo, Wahpeton, Breckenridge, and Detroit Lakes School Districts. Mr. Hulbert has also indicated that we have received outstanding care over the past several years through our relationship with the MeritCare Medical Group.

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

Suggested Resolution: Move to approve the "Agreement for Provision of Athletic Training and Exercise Physiology Services" with MeritCare Medical Group, as presented.

MLW:mde
Attachment

AGREEMENT FOR PROVISION OF ATHLETIC TRAINING AND EXERCISE PHYSIOLOGY SERVICES

This agreement is made and entered this First day of April, 2007, by and between MeritCare Medical Group, whose address is 737 Broadway, Fargo, North Dakota (hereinafter referred to as "MeritCare") and Moorhead Public Schools whose address is Moorhead, Minnesota (hereinafter referred to as "School").

RECITALS

WHEREAS, MeritCare employs trained and certified Athletic Trainers and Exercise Physiologists, and desires to provide Athletic Training and/or Exercise Physiology services to the School and its students; and

WHEREAS, the School desires to contract with MeritCare to provide Athletic Training and Exercise Physiology services ("Services") as requested by School.

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto have entered into this agreement under the terms and conditions set forth below:

1. **Agreement.** MeritCare hereby contracts with School, and MeritCare agrees to provide to School, the services of Certified Athletic Trainers to provide Services as stated herein.

2. **Qualifications.** During the entire term of this Agreement, Athletic Trainers shall maintain Certification, and must be approved by School, whose approval shall not be unreasonably withheld.

3. **Responsibilities of MeritCare**. MeritCare shall provide to the School the services of athletic trainers and exercise physiologists during regularly scheduled athletic practices and athletic events.

A. School visitations by 2 Athletic Trainers during organized athletic practices at the High School(s) and 1 Athletic Trainer at the Middle School(s) every weekday 2:30-7:30 PM or as mutually agreed to by both parties.

B. Athletic Trainer services for home athletic events, excluding Sunday events, on a schedule mutually agreed to by both parties. The number of events covered per day will be limited to the number of athletic trainers assigned to each school. On dates with multiple events scheduled, precedent will be given to varsity events and high-risk sports. Additional availability of athletic trainers will be mutually agreed to by both parties. Physician or Physician's Assistant will attend home varsity football games and home varsity boy's hockey games.

C. Athletic Trainer services may include, but are not limited to, joint range of motion, manual muscle tests, ligamentous stress tests, neurological testing, fracture assessment, functional capacity assessment.

D. Provide Exercise Physiology services for team fitness evaluations as requested.

E. Provide Exercise Physiology customized conditioning programs as requested.

F. Provide documentation to appropriate person regarding each athlete participating in this service. Treatments and services that are necessary but which are beyond the scope of practice of the Athletic Trainer will be discussed with the coach, student, and parent(s). If families choose a MeritCare physician for further treatment, the athletic trainers will schedule an appointment within 24-48 hours.

G. Fill out injury evaluation forms for each athlete and keep copies on file. Forms will be compiled into a report to be provided to the school at the end of the school year.

H. Assure that the athletic trainers will be responsible for the maintenance and coordination of state-distributed health history forms, parental permission forms, physical cards, MeritCare-designed evaluation/treatment forms, physician forms, insurance forms.

I. Assist in the recruitment and supervision of student trainers.

J. Conduct training workshops to train students in athletic training duties including, but not limited to, taping, first aid, and basic injury care.

K. Supervise and maintain training room and equipment.

L. Inventory and recommend acquisition of athletic equipment and supplies.

M. Provide workshops for coaches as needed, but not to exceed twice per year to be scheduled at a mutually agreeable time.

N. Other reasonable events/programs, as mutually agreed upon, including educational programs, workshops, on-call service for after hour consultation, pre-season meetings and development and supervision of student athletic training programs.

O. Services of an Exercise Physiologist during the school year for team fitness evaluations. Written results of fitness evaluations and subsequent training recommendations will be provided to appropriate persons. MeritCare and School will mutually agree upon the dates of service.

P. One Exercise Physiologist for consultations during normal work hours (8:00 AM – 5:00 PM) and as time permits. Periodic meetings will be scheduled with coaches to discuss strategies for improved athletic performance.

4. Responsibilities of School.

A. School agrees to provide First Aid equipment and supplies as needed by the MeritCare. School further agrees to provide suitable treatment space to be regularly used by the Athletic Trainer.

B. School agrees to provide the gymnasium or other suitable space for team fitness sessions conducted by the Exercise Physiologist.

C. School agrees to provide public address announcements at all events if this is possible, recognizing Sports Medicine MeritCare as of the School's provider of health care.

D. School shall not permit discussions, presentations, promotions, meetings or negotiations with other providers of athletic training and exercise physiology services at the school and at other locations where MeritCare is providing services under the Agreement. The Agreement does not prevent the school from choosing to allow promotional or informational presentations or meetings by other providers of exercise or athletic performance enhancement training at other locations.

School agrees that during the terms of this Agreement, MeritCare shall have the exclusive right to provide Athletic Training and Exercise Physiology services as stated herein.

E. School agrees that MeritCare shall have the exclusive rights to provide said services outside of the designated facility to School's students in situations where the School is financially responsible for the costs of such services.

5. Payment. In consideration for the services provided under this Agreement, School shall pay to MeritCare as follows:

For the 2007-2008 School Year, the sum of $2000	($1375 per high school, $625 per middle school)
For the 2008-2009 School Year, the sum of $4500	($3000 per high school, $1500 per middle school)
For the 2009-2010 School Year, the sum of $5000	($3250 per high school, $1750 per middle school)
For the 2010-2011 School Year, the sum of $5500	($3500 per high school, $2000 per middle school)
For the 2011-2012 School Year, the sum of $6000	($3750 per high school, $2250 per middle school)

School agrees to remit payment to MeritCare within 30 days after receiving an invoice for services provided under this agreement. Parties further agree to re-negotiate the terms of this agreement should a new high school, middle schools or junior high be opened during the term of this agreement.

6. Term and Termination. The term of this agreement shall commence on the date of the first official athletic practice session for the 2007-2008 school year, and shall remain in full force and effect until the conclusion of the last regular or post season event in which School participates for the 2007-2008 school year, resuming upon the first official athletic practice of each subsequent school year

and remaining in full force and effect until the conclusion of the last regular or post season event in which School participates in each school year through and including the 2011-2012 school year, unless earlier terminated or extended as provided herein. Either party may terminate this agreement upon 90 days notice to the other party. Notwithstanding the forgoing, MeritCare may terminate this agreement upon 30 days written notice to School in the event that MeritCare is unable to fulfill its responsibilities as stated herein. This agreement may be terminated immediately by either party if the other party fails to maintain the required insurance as provided in this agreement.

Parties agree to enter into discussions for renewal of this agreement by November 1, 2011. Should the parties fail to reach agreement on new contract terms by March 1, 2012, the contract shall be extended at the then-current terms for an additional three school years, or may be terminated as provided herein.

7. Insurance. MeritCare shall maintain professional liability coverage with minimum limits of $1,000,000 per occurrence/$3,000,000 annual aggregate throughout the term of this Agreement. MeritCare agrees to maintain professional malpractice insurance (in an amount of not less than $1,000,000 per claim/$3,000,000 annual aggregate) to cover the professional activities of its Athletic Trainer, Exercise Physiologists and other personnel utilized by the MeritCare in the provision of the services under this Agreement. School shall be responsible to maintain adequate public liability insurance upon the space designated within the School's facility or campus for the provision of Athletic Trainer or Exercise Physiology services. Either party shall provide a copy of the insurance policy to the other for review upon request. MeritCare evidence of insurance may be viewed at moi.meritcare.com

8. Independent Contractor Status. This agreement shall not be construed in any manner to make MeritCare' Exercise Physiologists and Athletic Trainers employees of School. School shall not be responsible for the withholding of any taxes related to the contracting with MeritCare, including, but not limited to, State and Federal income tax and social security. School shall not be responsible for worker's compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by School to its own employees. MeritCare and School agree that the services rendered by the MeritCare's employees and staff pursuant to this Agreement are those of an independent contractor and the MeritCare's employees and staff are not, for any purpose, a partner, servant, or employee of the School. MeritCare is an independent contractor.

9. Non-Discrimination. Neither party shall exclude, deny benefits to, or otherwise discriminate against any person on the ground of race, color, national origin, creed, religion, sex,

disability, age, marital status, veteran status, status with regard to public assistance, or sexual orientation in admission to, participation in, or receipt of the services and benefits of any of the parties' programs and activities or in employment therein.

10. Miscellaneous.

A. School shall indemnify and hold the MeritCare harmless from any and all damages, costs, attorney's fees, or other claims arising from the acts, negligence, errors or omissions of the School's employees, agents or staff in connection with the performance of the School's obligations under this Agreement. Similarly, the MeritCare agrees to indemnify and hold School harmless from any and all damages, costs, attorney's fees, and other claims arising as a result of the acts, negligence, errors or omissions of the MeritCare's employees, agents, or staff in connection with the performance of the MeritCare's obligations under the Agreement.

B. School agrees that the Athletic Trainer has authority to call for an ambulance if he/she feels the situation warrants such action. Once the ambulance arrives the ambulance service personnel will take over the care of the injured person. MeritCare is not responsible for the ambulance service charges.

C. If the athlete, coach, or parent refuse the advice of the Athletic Trainer that the athlete should not participate nor practice, the athlete and his/her parent(s) or legal guardian, and the coach, must sign the Players Acknowledgment of Injury Form and the Coaches Acknowledgment of Injury Form.

D. If the Athletic Trainer determines that an athlete should not participate nor practice, the Athletic Trainer will not provide services for that athlete until the trainer and/or attending physician determines that it is safe to resume participation.

E. This Agreement may not be modified or altered in any manner except in writing signed by both parties to this Agreement. In the event that any provision of the Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall be enforced as if the invalid or unenforceable provision had not been included from its inception. No waiver by either party of any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision. This Agreement constitutes the entire Agreement between the School and MeritCare and supersedes all prior oral or written agreements between the MeritCare and School. This Agreement shall be interpreted under and controlled by laws of the state in which school is located.

F. Any notice which is required to or may be given under this Agreement shall be deemed duly given if given in writing and hand delivered or dispatched by prepaid first class registered or certified mail addressed to the party being notified at the address specified in the opening paragraph of

this Agreement. Each party reserves the right to change their address from time to time by notice so given.

G. This Agreement may not be assigned by either party without the written consent of the other party.

H. All records created by MeritCare in the provision of Services under this agreement at the School's facility shall be the property of the School, provided, however, MeritCare shall own the records of services provided within any MeritCare facility.

I. MeritCare is not responsible for accidents or injuries due, but not limited to, equipment fitting, equipment failure, or equipment misuse.

J. This agreement contains the entire understanding of all prior negotiations and understandings, which are superseded hereby and merged into this agreement.

K. Time is of the essence of this agreement and all of the terms and provisions hereof.

Moorhead Public Schools	MeritCare Medical Group
By:_____	_____
Its: _____	Senior Executive

Department of Business Services
Moorhead Area Public Schools

Memo B.07.030

TO: Dr. Larry P. Nybladh, Superintendent

FROM: Mark Weston, Assistant Superintendent of Business Services MW

DATE: April 20, 2007

RE: High School Tennis Courts

As was mentioned at the April 9, 2007 School Board meeting, it will be necessary to bid a few construction projects prior to the final approval of the 2007-08 Annual Operating Plan. One of these projects is the High School tennis courts. At this time, Houston Engineering is recommending we advertise for bids on May 21 and 28, with a bid opening on June 5. A recommendation would then be brought to the School Board on June 11.

Please contact me should you have any questions relating to this proposed project.

Suggested Resolution: Move to approve for the advertising of bids for the High School tennis courts' project.

MLW:mde
Attachment

Department of Business Services
Moorhead Area Public Schools

Memo B.07.032

TO: Dr. Larry P. Nybladh, Superintendent

FROM: Mark Weston, Assistant Superintendent of Business Services MW

DATE: April 25, 2007

RE: Lease Agreement

Attached please find a lease agreement relating to the 40-acres of agricultural land the district purchased Southeast of Horizon Middle School. The lease agreement is for three years with a rental fee of $4,000 per year to conclude November 2009. The renter is the same individual who rents the adjoining land from the Profutt Company.

Please let me know if you have any questions regarding this matter.

Suggested Resolution: Move to approve the lease agreement relating to the agricultural land described as the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Fourteen (14), Township One Hundred Thirty-nine (139), Range Forty-eight (48), Clay County, Minnesota.E ½ of NE ¼ of Section 21 Township 140 North, Range 48 West, Clay County, Minnesota, as presented.

MLW:mde
Attachment

FARM LEASE AGREEMENT

THIS AGREEMENT, is made this 24 day of April, 2007, by and between Independent School District No. 152, of 2410 14th Street South, Moorhead, Minnesota, party of the first part, as "Lessor", and Oberg Farms, a partnership, of 302 Highway 75 North, Moorhead, Minnesota, party of the second part, as "Lessee".

WHEREAS, the Lessor is the owner of certain real property hereinafter described and desires to lease and let the same to the Lessee; and

WHEREAS, the Lessee desires to take and hire the said property from the Lessor on the terms and conditions herein set forth,

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the above-named parties mutually agree as follows:

1. TERM: The term of this lease agreement shall be three (3) years, commencing upon execution of this agreement and terminating at the conclusion of harvest in 2009, but, in no event, later than December 31, 2009.

2. PROPERTY: The property which is the subject of this lease agreement is described as follows, to-wit:

> The Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Fourteen (14), Township One Hundred Thirty-nine (139), Range Forty-eight (48), Clay County, Minnesota.

3. RENT: As and for rent for the said premises, the Lessee does hereby covenant and agree to pay to the Lessor, without

demand, an annual rent of Four Thousand Dollars ($4,000.00) per year. The said sum of Four Thousand Dollars ($4,000.00) shall be due and payable on or before November 15 of each year of this agreement commencing on November 15, 2007, and a like sum of Four Thousand Dollars ($4,000.00) shall be due and payable on the 15th day of November of 2008 and 2009.

4. MAINTENANCE OF PREMISES: During the full term of this lease agreement, the Lessee covenants and agrees that it shall have sole responsibility to maintain ditches, to control all noxious weeds, and to comply with all regulations of any governmental agency or authority that has jurisdiction on the use of the leased premises. No chemicals shall be used or applied that are not fully authorized by all agencies or governmental units having jurisdiction, and no chemicals shall be applied which shall have a carryover or residual effect subsequent to the termination date of this agreement.

5. INSURANCE: The Lessee covenants and agrees to keep and maintain comprehensive liability insurance governing its use of the premises and its farming operation. The Lessor shall be added to the Lessee's policy as an additional insured.

6. FALL TILLAGE: The Lessee covenants and agrees to utilize excellent farming practices in accordance with good husbandry in the area in which the property is located and shall return the

premises to their current condition at the termination of this agreement to include fall tillage following the removal of the crop from the premises in the last year of this agreement.

7. LESSOR'S REMEDIES: Should the Lessee fail to make the rent payments as hereinbefore specified or to otherwise perform any of the other obligations under the terms of this lease agreement, then, in such event, the Lessor may reenter and take possession of the premises which are the subject of this lease agreement and may hold and enjoy the same without such reentry working a forfeiture of the rents to be paid by the Lessee for the full term of this lease agreement.

8. QUIET ENJOYMENT: The Lessor covenants and agrees that the Lessee, upon payment of the rent hereinbefore specified and the performance of the other covenants herein set forth to be kept and performed by the Lessee, shall peaceably and quietly have, hold and enjoy the leased premises free from any claim of any third party.

9. ASSIGNMENT AND SUBLEASE: Without the express prior written consent of the Lessor, the Lessee covenants and agrees that its rights under the terms of this lease agreement shall not be assigned to any third party nor may any portion of the premises be sublet to any third party without such express prior written consent.

10. SUCCESSORS AND ASSIGNS: This lease agreement shall be binding upon and inure to the benefit of the respective parties hereto and their respective successors, assigns, heirs and personal representatives.

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

LESSOR:

INDEPENDENT SCHOOL DISTRICT NO. 152

By:_____

Its _____

LESSEE:

OBERG FARMS

By: Ernest Oberg

Its Partner

Department of Business Services
Moorhead Area Public Schools

Memo B.07.034

TO: Dr. Larry P. Nybladh, Superintendent

FROM: Mark Weston, Assistant Superintendent of Business Services MW

DATE: May 2, 2007

RE: Middle School Soccer Field Concession Stand

As was presented in the preliminary capital outlay budget on April 9, 2007, an estimated budget of $50,000.00 will be necessary to complete a ticket booth/concession stand for the soccer fields located at Horizon Middle School. Because of the short construction season and the need to have all landscaping ready for high school soccer beginning late August of this year, I am requesting School Board approval to move ahead with the construction of the ticket booth/concession stand.

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

Suggested Resolution: Move to approve the construction of a ticket booth/concession stand at the soccer fields located at Horizon Middle School.

MLW:mde

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.103**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Hicken, Director of Human Resources

DATE: May 7, 2007

RE: Early Retirement

The administration requests approval of Early Retirement of the following person:

Emilia King	Paraprofessional, Ellen Hopkins Elementary, effective at the end of the 2006-2007 school year.

SUGGESTED RESOLUTION: Move to accept the Early Retirement of Emilia King as presented.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.101**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: May 7, 2007

RE: Resignation

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

Kari Krugler	Teacher, Robert Asp Elementary, effective at the end of the 2006-2007 school year.
Jennifer Stompro	Spanish Immersion Teacher, Ellen Hopkins Elementary, effective at the end of the 2006-2007 school year.
Gretchen Olsgard	Food & Nutrition Worker, Ellen Hopkins Elementary, effective April 30, 2007.

SUGGESTED RESOLUTION: Move to approve the resignation of Kari Krugler, Jennifer Stompro and Gretchen Olsgard as presented.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.104**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Jackson, Director of Human Resources

DATE: May 7, 2007

RE: Family/Medical Leave

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

Suzanne Nelson	Teacher, High School effective approximately October 6, 2007 for approximately six weeks.

SUGGESTED RESOLUTION: Move to approve the Family/Medical Leave for Suzanne Nelson pursuant to Section IV, Article 38 of the Teachers' Master Agreement.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.099**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: May 7, 2007

RE: Change in Contract

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

Jennifer Engkjer	Science Teacher, High School from 1.00 FTE to .50 FTE effective August 28, 2007.

SUGGESTED RESOLUTION: Move to approve the change in contract for Jennifer Engkjer as presented.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.102**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Ehleben, Director of Human Resources

DATE: May 7, 2007

RE: New Employee

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.

Kayte Ward	Bus Driver, Transportation, $11.77 per hour, 20-25 hours per week, effective April 13, 2007. (Replaces 1/2 of Gary Huck)
David Juarez	Cafeteria Supervisor/Hall Security, Horizon Middle School, $8.22 per hour, 3 hour per day, effective May 1, 2007. (Replaces Anne Marie Sepeda)
Scott Weekland	Cafeteria Supervisor, Horizon Middle School, $8.22 per hour, 3 hours per day, effective May 1, 2007. (Replaces Vian Kasim)

SUGGESTED RESOLUTION: Move to approve the employment of Kayte Ward, David Jaurez and Scott Weekland as presented.

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

MEMBERS ABSENT: None.

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: Erickson moved, seconded by Siggerud, to approve the agenda as revised. Motion carried 7-0.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Gifts - Accept the donation of 250 books from the Mexican Government Consulate in Saint Paul. The books will be used at Ellen Hopkins School.

Grants - Approve the staff development incentive grants for a total of $7,827.90. Staff development incentive grant funding provides additional support to district and school goal areas.

Early Retirement
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.

Resignations
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.

Extended Leave of Absence

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

New Employee

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)

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

Claims - Approve the April Claims, subject to audit, in the amount of $999,049.57.

General:	$865,679.72
Food:	$109,939.44
Community Service:	$23,027.91
Debt:	402.50
TOTAL	$999,049.57

Motion carried 7-0.

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.)

Technology Plan - Dan Markert, Director of Informational Support and Gay Galles, Director of Media Services presented information regarding the 2007-2011 Technology Plan and evaluation summary of the 2004-2007 Technology Plan. The 2007-2011 Technology plan must be submitted to the state department prior to May 1 and is available on the district's Web site.

LITERACY COLLABORATIVE: Siggerud moved, seconded by Dulski, 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. Motion carried 7-0.

APPROVAL OF POLICY: Ladwig moved, seconded by Erickson, to approve the policy, School Board Policy Development, Adoption, Implementation, and Review (221), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Siggerud moved, seconded by Dulski, 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. Motion carried 7-0.

APPROVAL OF POLICY: Fagerlie moved, Thompson seconded, to approve the policy, Employee Right to Know - Exposure to Hazardous Substances (424), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Erickson moved, seconded by Ladwig, to approve the policy, Health and Safety Protection (425), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Dulski moved, seconded by Siggerud, to approve the policy, Subpoena of a School District Employee (443), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Ladwig moved, seconded by Fagerlie, to approve the policy, Activities Council Advisory Committee (236), as presented. Motion 7-0.

APPROVAL OF POLICY: Siggerud moved, seconded by Erickson, to approve the policy, Student Immunization Requirements (530), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Thompson moved, seconded by Fagerlie, to approve the policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Fagerlie moved, seconded by Ladwig, to approve the policy, Maltreatment of Vulnerable Adults (535), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Dulski moved, seconded by Thompson, to approve the policy, Student Activities (540), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Siggerud moved, seconded by Fagerlie, to approve the policy, Prohibition of Harassment and Violence (570), as presented. Motion carried 7-0.

APPROVAL OF REVISED ELEMENTARY SCHOOL ATTENDANCE AREAS: Erickson moved, seconded by Ladwig, to approve the revised Elementary School Attendance Areas as presented. Motion carried 7-0.

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

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

Name	Position	FTE
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.

Roll call vote was taken and the motion carried 7-0.

APPROVAL OF RESOLUTION RELATING TO THE OFFERING OF PART-TIME TEACHING CONTRACTS TO PROBATIONARY TEACHERS: Fagerlie moved, seconded by Erickson, 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:

	Contract Offer
Tina Bentz	.75
Ann Hagen	.6875
Jane Aafedt	.50

Roll call vote was taken and the motion carried 7-0.

APPROVAL OF LEASE AGREEMENTS: Siggerud moved, seconded by Thompson, 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. Motion carried 7-0.

2007-08 CAPITAL PROJECTS AND TEN-YEAR CAPITAL OUTLAY BUDGET PLAN: Weston provided a preliminary review of the 2007-08 Capital Outlay budget and highlighted other Capital Outlay projects for the next ten years.

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

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Chair Tomhave reminded School Board members of the April 23 Work Session scheduled for 4 p.m. and also the April 17 Community Education Appreciation event.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 9:10 p.m.

_____

Carol Ladwig, Clerk

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

MEMBERS ABSENT: Mike Siggerud. Communication with Siggerud was held via conference call.

ADMINISTRATORS PRESENT: Lynne Kovash, Mark Weston, Ron Nielsen, and Dan Markert.

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: Fagerlie moved, seconded by Erickson to approve the agenda as presented. Motion carried 6-0.

SCHOOL BOARD/CENTRAL OFFICE TEAM WORK SESSION:

Chainsaw Planning - Dr. Bruce Miles stated the goals to be accomplished for work session related to the Chainsaw Planning Process as follows:

1) Briefly review all results.
2) Review and decide draft final vision.
3) Identify final priorities.
4) Identify and prioritize final goals.
5) Review next steps.

Dr. Nybladh provided a review of the rationale, progress and results related to the Chainsaw Planning Process that had been completed to date.

Dr. Miles led School Board members and administration through small group sessions to identify a draft vision, school district priorities and develop school district goals to reach those priorities. Dr. Nybladh concluded that the next step in the process was for the Administrative Cabinet to

review the identified vision, priorities and goals at their June 26 Cabinet meeting and then present their recommendations of the vision, goals and priorities to the School Board at their July 16 meeting.

The School Board unanimously decided to schedule a School Board Work Session for July 16, 2007 at 5:00 p.m. in the Board Room 224.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 6:45 p.m.

_____

Carol Ladwig, Clerk

MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Carol Ladwig, Kristine Thompson, 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 presented.

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

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 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.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Gifts - Accept the $1,000 donation from VFW Post 1223 and the $45 gift of coffee from Atomic Coffee for the Military Kids Day Out event held on April 14.

Position - Approve the .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. The position will be paid with special education federal funding.

Family/Medical Leave

Becky Peterson - Paraprofessional, High School, effective April 18, 2007 for approximately six to eight weeks.

Resignations

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.

Early Retirement

Connie Nokken - Secretary, S.G.Reinertsen Elementary, effective July 1, 2007.

New Employees

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)

Motion carried 6-0.

MOORHEAD HIGH SCHOOL FOOTBALL STADIUM SCOREBOARD: Dulski moved, seconded by Fagerlie, to approve the purchase of a scoreboard for the Moorhed High School Football Stadium in the amount of $18,386.00 from Daktronics. Motion carried 6-0.

APPROVAL OF RESOLUTION FOR PLACEMENT OF TENURED TEACHERS ON AN UNREQUESTED LEAVE OF ABSENCE: Erickson moved, seconded by Thompson, 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:
>
> | Name | License | FTE |
> |---|---|---|
> | 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.

Roll call vote was taken and motion carried 6-0.

COMMITTEE REPORTS: Brief reports were heard related to the Indian Education Parent Committee, S.G. Reinertsen School PTAC, Instruction and Curriculum Advisory Committee, Commuity Education Appreciation Recognition, Safe and Healthy Learners Committee, Early Childhood Advisory Committee, Horizon Middle School PTAC, and Health/Safety/Wellness Committee meetings. Ladwig reported she had attended an MDE Wellness Policy meeting in St. Cloud. Thompson reported she had attended the Robert Asp School Carnival and the Destination ImagiNation and Minnesota History Day competitions in Minneapolis.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Chair Tomhave reminded School Board members of the May 3 Education Moorhead Recognition Dinner scheduled for 6 p.m. at the Courtyard by Marriott and the May 29 School Board Retirement Reception scheduled for 5:30 p.m. in the PCE Board Room.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 7:28 p.m.

_____
Carol Ladwig, Clerk

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.123

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: May 7, 2007

RE: Midwest Academic Talent Search and History Day Projects

Carla Smith will introduce the National History Day Program. The objectives of National History Day are:

- Motivate students through the excitement of competition and through recognition for their work.
- Provide students with the opportunity to work with and analyze historical documents and other primary source material.
- Provide a framework for hands-on, student-centered learning that guides classroom teaching as well as continuous professional development.
- Develop critical thinking and problem-solving skills that will help students manage and use information effectively now and in the future.
- Develop student research and reading skills and to refine student presentation skills in writing, visual projects and performances.
- Encourage students to move beyond the classroom and into the community to investigate history.
- Provide teachers with innovative teaching tools.
- Assist teachers and schools in meeting educational standards by encouraging student participation in portfolio-building and outcome-based learning activities.
- Encourage the study of history by guiding students to express themselves creatively through presentations of historical topics in various formats.

Students from the Horizon Middle School will present their projects to the board.

Cassandra Hansen, Megan Thompson and Tanner Tweeten will present their performance on "David Faber".
Gabe Wright will present his documentary titled "The Battle of Marathon".
Maija Lindaas and Ashley Wood will present their documentary titled "The Black Death".
Ian Glidden's exhibit board titled "Ellis Island" is on display.

Colleen Tupper will give a short introduction and information regarding the Midwest Academic Talent Search. The Midwest Talent Search is a program that offers above grade level testing as a part of the gifted and talented programming at Horizon Middle School.

LAK/kmr

Department of Business Services
Moorhead Area Public Schools

Memo B.07.031

TO: Dr. Larry P. Nybladh, Superintendent

FROM: Mark Weston, Assistant Superintendent of Business Services MW

DATE: May 1, 2007

RE: Approval of Health Insurance Carrier

Over the past several months the school district Health Insurance Committee has been looking at various health plans and providers for the 2007-2008 and 2008-2009 plan years. Last evening the Health Insurance Committee voted unanimously to accept the proposal from Health Partners.

Based upon the committee's action, I am recommending that the School Board approve Health Partners as the health insurance carrier for the 2007-2008 plan year at an increase of 5 percent over the previous year and an increase not to exceed 15 percent for the 2008-2009 plan year.

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

Suggested Resolution: Move to approve Health Partners as the school district health insurance carrier for the 2007-2008 and 2008-2009 plan years.

MLW:mde

57

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.111

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: May 7, 2007

RE: Major Magnitude Field Trip to Costa Rica

Attached is information regarding a proposed Major Magnitude Field Trip for Moorhead High School Spanish Levels 3, 4, 5, and/or 6 students. These students are all in upper level Spanish courses.

The World Language Department at Moorhead High proposes to travel to Costa Rica from March 15, 2008 to March 22, 2008. The eight day trip will cost approximately $1,999 per student.

The students will not miss school days, as the trip is planned during days off designated on the 2007-08 school calendar. There will be no cost to the district. Students will be funding the trip through their own expense and through student fundraising.

SUGGESTED RESOLUTION: Move to approve the Major Magnitude Field Trip for Moorhead High School Spanish students to Costa Rica March 15, 2008 to March 22, 2008.

LAK/kmr
Attachment

Major Magnitude Field Trip Request Form

Administrative Procedure: 632.2 **Section:** 600 EDUCATION PROGRAMS

Date Adopted: 1/8/2001 **Date Reviewed:**

Administrative Policy of the Moorhead Public Schools

District Code: 632.2 Major Magnitude Date Adopted: 01/08/01 Field Trip
Revised: Request Form

Section I
Preliminary Approval

Field Trip Request Name: Costa Rica Trip Type of Trip: Curricular Co-curricular

Date of Request: May 2, 2007 School Board Presentation Date: May 14, 2007

Staff/Advisor Requesting Brittney Rehm Phone/Extension: 218-284-238

Purpose of the Trip:
This trip will offer students the opportunity to travel abroad and experience Spanish culture and language while exploring Costa Rica!

Please explain the educational value of this trip and how this trip is related to the course content and graduation standards: This trip allows students in Spanish levels 3, 4, 5 and/or 6 the opportunity to enhance speaking skills in the target language. Students will also experience life, food, nature and other cultural attractions in Costa Rica.

Trip Destination:
Costa Rica (please see attached itinerary)

Date of Trip Departure: March 15, 2008 Return Date: March 22, 2008

Number of School Days Involved: Zero Number of Students Involved: _____

X Attached trip itinerary (activities planned, approximate time lines, accommodations, transportation plans);

NA Attached accommodation plans for any student with IEP/504 plan;

X Attached funding plans (trip anticipated expenses, approximate cost to the district, student's
individual costs, and fund raising plans);

X Attached plans for parental notification and approval;

X Attached list of accompanying staff. Number of Chaperones needed for the trip (4)

Authorization Signature of Building Principal:
_____

Signature of Superintendent/Assistant Superintendent - Teaching/Learning:
_____

Board Approval Date: _____

✓ **Itinerary (please see attached brochure)**

NA ✓ **Accommodations for IEP/504 Plan** (At this time, this Accommodation is NA)

✓ **Funding Plans (information in the brochure)**

*with 20 payng students: $1,999.00 (price reduces as more students apply)
*students will make 3 payments for this trip
*fundraising will not be an option
*no cost to the district

✓ **Parental Notification and Approval**

*parents will be notified if this trip is approved
*CETA TOURS sends out mailings to parents and informs them of the trip

✓ **Accompanying Staff**

*The trip ratio is 1 chaperone to 8 students
*Depending on number of students, we will accommodate Spanish-speaking chaperones
*Brittney Rehm and Krisanne Emch (Spanish Teachers at Moorhead High School) will be accompanying this trip. If there are more students signed up for the trip, Shawn Rehm and Paul Emch (both speak Spanish and are males to accommodate male students) will be accompanying staff on this trip as well.

Thank you for taking the time to read this proposal. We appreciate your time very much!

Sincerely,

Brittney Rehm

Brittney Rehm

____ 8. Transportation plans to and from destination: (company, flights, times, costs, chedule,
haperoning, approved district Transportation Request Form (Administrative Form 632.1) if eeded.

ection III
ield Trip Evaluation
lease complete within 3 weeks after returning from trip with information based on the atement of educational value and reason for the trip. Send a copy to the Building Principal & uperintendent/Assistant Superintendent - Teaching/Learning Date: _____

_____

_____

_____

_____

Terms & Conditions

Payments

$400 is due with application. A second payment of $800 is due **Monday, October 15, 2007**. Final payment will be due on **Friday, January 4, 2008**. Any late payments will result in a $25 fee. Please make all checks/money orders payable to CETA Tours. All personal checks, money orders or cashier's checks will be deposited upon receipt; post-dated checks are not accepted. **In the interests of keeping tour costs as low as possible, we do not accept credit cards.** Our website (www.cetatour.com) has our contact information, as well as a FAQ section designed to answer the most commonly asked questions about payments and cancellations.

Cancellation Policy

All cancellations must be in writing (letter, fax or email). No cancellations will be accepted over the phone or through a coordinating teacher. Postmark (or timestamp) date will be considered the valid date of cancellation. After enrollment, should you decide to cancel at any time up until October 15, 2007 there will be a $75 administrative fee. The cancellation penalty from October 16, 2007 - January 3, 2008 is $400. From January 4, 2008 to 31 days prior to departure, the cancellation penalty is $400 plus any non-recoverable expenses. 30 days or less prior to departure, no refund is possible. Additional airline penalties may apply, depending on the date of cancellation. If a refund is due, please allow approximately 15 business days for the refund to be processed. The refund will be issued to the person specified in the cancellation notification. All fundraising money applied to the tour cost prior to cancellation will be returned to the school unless otherwise specified by the teacher.

Cancellation Policy Exceptions

The cancellation penalty and charges for lost deposits may be waived, if an acceptable, eligible substitute is found. Airline penalties, however, may not be avoidable, depending on the date of cancellation. If a student cancels because he/she or a member of his/her immediate family (parents or siblings) has a medical condition that prohibits the student from participating on the trip, all efforts will be made to give a full refund upon receipt of a written letter from a medical doctor. Airline penalties, however, may not be avoidable, depending on the date of cancellation.

Tour Price

Tour price is based on the cost of accommodations, admissions and the value of the dollar as of **DATE** and is subject to change reflecting dollar's value. If any currency or airfare assessment (other than fuel surcharges) needs to be made, it will be made by December 1, 2007. We reserve the right to assess surcharges, such as airline imposed fuel surcharges, whenever they are announced.

Air Transportation

All air transportation is via a regularly scheduled air carrier. Airfare is based on special group ticket prices and current departure taxes and is subject to modification.

Extensions & Deviations

Are available on a very limited basis and are subject to a $100 processing fee, plus any additional airfare costs. Deviations, once confirmed, are non-refundable. If the requested deviation is not possible within the group's airfare contract, a participant may choose to secure his/her own airfare and purchase a land-only package. The land-only price is applied to the participant's account upon receipt of the participant-arranged flight schedule. Land-only participants are responsible for securing and paying for all transfers required joining and/or leaving the group's itinerary. **All deviations must be requested on the application.**

Medical Insurance & Trip Cancellation Insurance

All participants are required to have valid medical insurance coverage for the duration of the tour. Regular trip cancellation, personal health and accident, and baggage insurance coverage is not included, but is recommended. Information about these types of insurance will be sent upon receipt of the application and deposit.

Responsibility

Customized Educational Tour Arrangements Inc. (CETA), its officers, employees and any other representatives (including, but not limited to, tour leaders, cooperating teachers and schools) as well as the airlines concerned shall not under any circumstances be liable under or by reason of this agreement directly or indirectly for any accident, injury, delay, damage, or inconvenience caused to the client by negligence of others, by malfunctions of transportation systems or equipment, by acts of God, by acts of war or rebellion, terrorism, strike, theft, or itinerary changes or cancellations; and we hereby release CETA, Inc., its officers, employees, or other representatives from any and all such liability.

Miscellaneous

a. CETA, the organizing teacher(s) and tour leader(s) of the tour reserve the right to accept or retain any person as a member of the group at any time before or during the duration of the trip. Should a student be required to leave the trip for disciplinary reasons, all expenses for facilitating the early return are the responsibility of the parent/guardian of that student. In addition, the student forfeits the right to any refund on the unused land portion of the trip.

b. Baggage is handled by the student and at the risk of the student at all times. Students are strongly advised to pack only what they are physically able to carry.

c. We reserve the right to substitute points on the itinerary where conditions demand or warrant such substitution.

d. Occasionally, the land portion of your trip may be extended or curtailed because of unforeseen changes in the transportation schedule. Any savings realized by these changes will be refunded to you upon your return. Similarly, any extra expenses incurred because of such changes must be at your expense.

e. Students on CETA tours may have their pictures taken by the leader and chaperones on the trip. Students and their parents agree that such pictures may be used in displays or brochures for promotion of future trips and/or CETA Tours.

f. All participants must have a passport valid for 6 months beyond the return date of the tour. Participants who are not US citizens are responsible for securing any entry visas required.

CETA Tours • N7753 540th Street • Menomonie, WI 54751 • 1-800-501-0397 • www.cetatour.com

8MMC

Customized Educational
CETA TOURS
Tour Arrangements

Presents

Costa Rica en la Primavera



March 15-22, 2008

$1,999.00
20 or more paying participants

Application Deadline: May 25, 2007

Itinerary

Saturday, March 15 • San José Area
We depart the United States on our scheduled flight to San José. During our flight, we enjoy complimentary beverage service. Upon our arrival in San José, we meet our guide and driver and transfer to our hotel. Our activities afterward depend on our arrival time. **D**

Sunday, March 16 • San José Area
We get acquainted a bit with Costa Rica and its history as we visit San José's Museo Nacional this morning. Following our visit here, we go to La Paz waterfall and butterfly gardens. Here we take a tour and learn more about some of the 80 species of butterflies that are raised here. We also enjoy the beautiful botanical gardens. We eat lunch at the gardens and then visit the open-air market in San José where we have time to do some shopping before returning to our hotel for dinner. **B/L/D**

Monday, March 17 • La Fortuna Area
We depart very early today and enjoy a scenic drive to La Fortuna, home of the amazing Arenal Volcano, which has been active since it erupted in 1968, after years of lying dormant. Upon our arrival, we enjoy a short but steep hike down to the Río Fortuna Waterfall. Here we take in the sights and sounds of the waterfall. Those who would like may want to take a swim in the nearby pool formed by the waterfall. After our hike back up we enjoy a lunch break then enjoy a two boat hour ride on Lake Arenal where we enjoy some scenic wildlife and of course, great views of Arenal. This evening we see the Arenal Volcano at its best as we spend the evening relaxing in the hot springs and watching the red-hot lava flow. **B/D**

Tuesday, March 18 • Monteverde
We have another early morning departure as we leave La Fortuna this morning and take a very interesting drive to the cloud forests of Monteverde. We have time for lunch at our lodge before we take an impressive Sky Trek tour through the treetops of the cloud forest. This tour includes a combination of hiking and zip lines during which our guide points out the awesome number of plants and animals that are found in the cloud forest preserve. The diversity of plants here is due to the constant high level of moisture formed from the nearby ocean. As the moisture cools, it forms clouds above and within the forest. After our hike we settle into the cozy mountain lodge of Monteverde for dinner and our overnight. **B/LD**

Wednesday, March 19 • Quepos
After breakfast, we take the long, but very scenic drive to Quepos. We stop along the way to have lunch and see various types of wildlife that we encounter. We arrive in the mid-afternoon and spend the rest of the day and evening relaxing at the pool. **B/D**

Thursday, March 20 • San José Area
We spend the majority of the day in the Manuel Antonio National Park, including some time to relax on the beautiful beach. We also have a chance to take a hike up to Punta Catedral, a high bluff that provides spectacular views of the ocean. On our hike we encounter white-faced monkeys, iguanas, and other forms of exotic wildlife. In the late afternoon we return to San José where we have a late dinner upon our arrival. **B/D**

Friday, March 21 • San José Area
We leave our hotel early this morning and travel by bus with our rafting guides to the Pacuare River, stopping en route for breakfast. After donning helmets, life-vests and oars, we enjoy a scenic ride along the Pacuare. We take a break for lunch and continue our rafting adventure. Our guide helps us navigate rapids and we enjoy the scenery of the lush vegetated gorges, beautiful waterfalls and pools. Costa Rica has the best white-water rafting in the world; the beauty and excitement of this majestic river are unsurpassable. After our exciting day, we return to San José in time for dinner and our final evening in Costa Rica. **B/L/D**

Saturday, March 22 • Return
Sadly, we transfer to airport for our return flight to the United States. We return with memories of beautiful landscapes, exotic wildlife and our exciting adventures. ¡Bienvenidos a casa! **B**

B=Breakfast **L=Lunch** **D=Dinner**

Included in tour price
- Round trip air transportation from Fargo, including current departure & security taxes
- Land transportation via deluxe motor coach
- Multi-bedded accommodations in tourist class hotels
- All breakfasts and dinners, 3 lunches
- Admissions to all activities as indicated on itinerary
- Trip cancellation/interruption insurance

Not included in tour price
- Meals other than indicated
- Items of a personal nature, such as passport fees and personal spending money
- Beverages, other than at breakfast
- End-of-tour tips to bus driver
- End-of-tour tips to tour leader
- Luggage handling

Customized Educational

CETA TOURS

Tour Arrangements

TOUR APPLICATION

Please complete and return with your deposit in the amount of $400 to your teacher by the application deadline. Checks should be made payable to CETA Tours and include the trip code (8MMC). Please call 1-800-501-0397 if you have any questions.

PERSONAL INFORMATION

Legal First Name: _____ Legal Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

E-mail: _____@_____

Birth date: _____/_____/_____* Male ❒ Female ❒

Home Phone: _____ Cell / Work: _____

***Important Information For Adult Tour Participants (19+ years)**

Tours are priced using student admission and accommodation prices for multi-bedded rooms. Adults (19 years & older) joining a student tour will be assessed an additional $200 for adult admission expenses and accommodation in double rooms (where available). Graduates of the previous year may room with students if they wish and should indicate this when making their deposit for the tour.

SCHOOL INFORMATION

School: _____ Teacher: _____ Grade: _____

EMERGENCY CONTACT (other than parent, able to be contacted during entire tour)

Name: _____ ❒ Friend ❒ Relative ❒ Neighbor

Phone: _____ Cell Phone: _____

DEVIATION REQUEST (All deviation requests must be made with this application)

❒ I have completed a deviation request on the back of this application.

❒ I would like a land-only package and will secure my own air transportation.
(Tour price reduction will appear after receipt of confirmed flight schedule.)

I have read and agree to the terms and conditions of this tour. Please include me on the tour.

_____ _____ _____ _____

Signature of Applicant Date Signature of Parent Date

Submit completed application and deposit check to your teacher by: May 25, 2007

Deviation Request

All deviations are subject to a $100 processing fee in addition to any additional airfare charges. A representative from CETA Tours will contact you with information about the cost and flight schedule of your deviation. At that time, you have the right to cancel your deviation request. If you agree to the deviation arrangements and the ticket is booked, the deviation becomes non-refundable and nontransferable. Deviation costs are listed on the invoice and are calculated into the total tour cost. Deviations may not be possible within the group's airfare contract, but may be possible as an individual ticket. If an individual airline ticket purchase is made by CETA Tours, an additional, non-refundable deposit may be required to cover the cost of the individual ticket. You also have the right to secure your own individual ticket and purchase a land-only package from CETA. Please contact CETA if you have any questions about deviations. **CETA Tours will contact you about your deviation upon receipt of your application.**

Name: _____

Returning on (date):

Choice #1 _____

Choice #2 _____

Choice #3 _____

Returning from (airport or city name):

Choice #1 _____

Choice #2 _____

Choice #3 _____

I give permission for my child _____ to deviate from the tour operated by CETA Tours. I acknowledge that CETA is not responsible or liable for my child outside of the documented tour itinerary. I will make and pay for all transportation arrangements for my child may need during the deviation.

_____ _____

Parent/Guardian Signature Date

Please check the box that would be the best way to contact you about this deviation (Monday - Friday, 8:30 AM - 5:00 PM, Central Time):

☐ Phone: _____

This is my: ☐ Home ☐ Work ☐ Cell

☐ Email: _____

CETA Tours • N7753 540th Street • Menomonie, WI 54751 • 800-501-0397 • Fax 715-232-8512 • www.cetatour.com

Office Use Only

Tour Code: 8MMC

Name of Tour: Costa Rica en la Primavera

Price of Tour: $1,999.00 based on 20

Application Deadline: May 25, 2007

Application Received: _____

Deviation Requested: _____

Deviation Confirmed: _____

Deviation Price: _____

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.126

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

DATE: May 7, 2007

RE: Major Magnitude Field Trip to Italy

Attached is information regarding a proposed Major Magnitude Field Trip for Moorhead High School Choir students. The Moorhead High School Choir consists of students in grades 10-12.

The Moorhead High School Choir proposes to travel to Italy from March 13, 2008 to March 19, 2008. The students will miss two days of school (March 13 and March 14).

The seven-day trip will cost approximately $1,899 per student. There will be no cost to the district. Students will be funding the trip through their own expense and through student fundraising.

SUGGESTED RESOLUTION: Move to approve the Major Magnitude Field Trip for Moorhead High School Choir students to Italy March 13-19, 2008.

LAK/kmr
Attachment

Major Magnitude Field Trip Request Form

Administrative Procedure: 632.2 **Section:** 600 EDUCATION PROGRAMS

Date Adopted: 1/8/2001 **Date Revised:**

Dates Reviewed:

Administrative Policy of the Moorhead Public Schools

District Code: 632.2 Major Magnitude

Date Adopted: 01/08/01 Field Trip
Revised: Request Form

Section I
Preliminary Approval

Field Trip Request Name: MHS Choir Tour - Italy Type of Trip: (Curricular) Co-curricular

Date of Request: 5/8/07 School Board Presentation Date: 5/14/07

Staff/Advisor Requesting Dr. Mark Ring Phone/Extention: 2434

Purpose of the Trip: Choir Tour to Italy

Please explain the educational value of this trip and how this trip is related to the course content and graduation standards:

Please see attached.

Trip Destination: Italy - Rome, Florence, Pisa, Lucca, Venice

Date of Trip Departure: 3/13/08 Return Date: 3/19/08

Number of School Days Involved: 2 Number of Students Involved: approx. 70

✓ Attached trip itinerary (activities planned, approximate time lines, accommodations, transportation plans);

✓ Attached accommodation plans for any student with IEP/504 plan;

✓ Attached funding plans (trip anticipated expenses, approximate cost to the district, student's individual costs, and fund raising plans);

✓ Attached plans for parental notification and approval;

✓ Attached list of accompanying staff. Number of Chaperones needed for the trip 4+

Authorization Signature of Building Principal: Gene Boyle

Signature of Superintendent/Assistant Superintendent - Teaching/Learning: _____

Board Approval Date: _____

Section II
Final Trip Information

This is to be received by Superintendent/Assistant Superintendent - Teaching/Learning and Building Principal at least TWO (2) weeks prior to the date of departure. (Failure to provide this assurance will result in immediate cancellation of the trip. School Board Policy: 632).

_____ 1. Copy of the Major Magnitude Field Trip Request Form Section I with authorized signatures and school board approval;

_____ 2. Roster of students going on the trip with signed parental approval;

_____ 3. List of staff and adult chaperones going on the trip;

_____ 4. A detailed trip itinerary: transportation plans at destination, hotel/motel accommodations, addresses, phone numbers, places and time lines of activities/events planned;

_____ 5. An accommodation plan for students with an IEP or 504 plan;

_____ 6. Trip expenses, district costs, fund raising, and cost of the trip for individual students;

_____ 7. List of emergency phone numbers where staff/chaperones can be reached in case of an emergency;

_____ 8. Transportation plans to and from destination: (company, flights, times, costs, schedule, chaperoning, approved district Transportation Request Form (Administrative Form 632.1) if needed.

Section III
Field Trip Evaluation

Please complete within 3 weeks after returning from trip with information based on the statement of educational value and reason for the trip. Send a copy to the Building Principal & Superintendent/Assistant Superintendent - Teaching/Learning Date: _____

TO: Moorhead Board of Education
FROM: Dr. Mark Ring, Choir Director
Moorhead High School
DATE: 8 May 2007
RE: Field Trip Proposal
MHS Choir Italy Tour
March 13-19, 2008

I. **Relationship to Course:** Apply and interpret artistic expression, through preparing and singing concerts in Florence, Lucca and Venice. Cultural contextual studies will include tours of Rome, Florence, Pisa, Lucca and Venice.

II. **Destination:** Italy: Rome, Florence, Pisa, Lucca and Venice.

III. **Dates:** March 13-19, 2008. We would miss school on March 13-14.

IV. **Transportation:** Chartered bus transportation to and from MSP airport; commercial airline from MSP to and from Rome.

V. **Housing plans:** Hotel Adua in Montecatini, a resort village outside Florence. This provides easy hub-and-spoke access to our destinations while providing a very safe lodging environment.

VI. **Probable number of students involved:** 60-70. One staff member (Dr. Ring) plus at least 4 chaperones will also travel. We also expect several additional parents to come along.

VII. **Individual Cost:** $1,899 exclusive of air tax. There is no expense to the school district. *Funding:* Student fundraising activities, plus out-of-pocket expense.

VIII. Parental Notification and Approval: Parent Meetings will be held this May and in the Fall, with standard approval forms being signed. Ongoing parental notification will be handled via an email list.

This satisfies the graduation standard curriculum element, "Apply and Interpret Artistic Expression Through Performance."

ITINERARY (Tentative, subject to minor revision) -- Please see attached.

Travel arrangements are being made through World Cultural Tours, the same agency that arranged our most recent tour to southern California.

Moorhead High School Choir Tour to:

Rome Florence Venice Pisa Lucca



March 13-19, 2008

Daily Itinerary (subject to change):

Day 1: Depart USA

Overnight transatlantic flight to Italy. Meals and snacks served on board.

Day 2: Arrive Rome - Montecatini

Upon arrival in Rome we are greeted by our English-speaking guide and escorted to our private motor coach . Our first stop is St. Peter's Basilica to visit the interior of this magnificent edifice. Time permitting, we have the opportunity to walk through the Roman Forum, where political history was made. We continue on to Montecatini and check in to our hotel. We have the remainder of the day at leisure. The evening begins with an orientation walking tour and we enjoy a Welcome Dinner at the hotel.
(D) Hotel Adua or similar

Day 3: Montecatini - Pisa - Lucca - Performance

After breakfast at the hotel we travel to Pisa to view the Duomo, the Baptistery, the Cemetery, and of course the Leaning Tower of Pisa. Enjoy browsing through the shopping stalls before transferring to Lucca, a city whose Roman origins are still evident in the grid pattern of its streets. Our tour highlights the 11th century Duomo, built in a fantastic Pisa Romanesque style; the church of San Michele in Foro, which stands on the site of the ancient forum, the Piazza del Mercato; and the Torre dei Guinigi, a medieval tower with oak trees growing on top. We enjoy a local lunch together. Later we return to the hotel for dinner this evening.
(B, L, D) Hotel Adua or similar

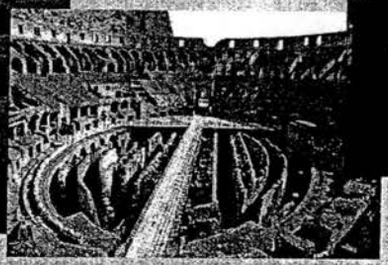
7-Day Tour Includes

- Roundtrip Airfare
- 4 Nights Accommodations
- Tour Manager
- Luxury Motor Coach
- Breakfast Daily
- 3 Lunches
- Welcome Dinner
- 2 Additional Dinners
- Farewell Dinner
- 3 Performances
- Sightseeing per itinerary

$1,899.00 P/P Dbl. Occ.
(plus air taxes)









Day 4: Florence - Performance

Our half-day tour with a local guide presents highlights of the city such as Giotto's Bell Tower, the Baptistery with its Gates of Paradise by Ghiberti, and the Cathedral of St. Maria del Fiore, as well as entrance to the Academia Museum to view Michelangelo's *David*. After lunch, our afternoon is at leisure before we perform at a local church. Dinner is on our own.
(B, L) Hotel Adua or similar

Day 5: Venice

After breakfast, we depart by motor coach for a full day trip to Venice, the city of canals. Our tour includes city highlights such as St. Mark's Square and the Doge's Palace. This afternoon, after lunch, we wander the canals and bridges, visiting the different areas of the city and local markets. We enjoy dinner this evening at a Venetian restaurant.
(B, L, D) Hotel Adua or similar

Day 6: Florence Sightseeing - Performance

This morning we continue our tour of Florence, visiting the Uffizi Gallery, Ponte del Vecchio, Santa Croce Church, where Michelangelo is buried, and Pizzale Michelangiolo, known for its many replicas of famous Italian sculpture. We enjoy a Farewell Dinner together this evening.
(B, D) Hotel Adua or similar

Day 7: Florence - USA

This morning we transfer to the airport for our flight home. *(B)* ✧

TERMS AND CONDITIONS

RESPONSIBILITY: World Cultural Tours and other participating organizations act solely as agents in arranging transportation, hotel accommodations, and other services. We do not assume, and in fact, we expressly disclaim, any liability for injury, damage, loss, accident, or delay due to any act, negligence or default of the tour guide or any company or person engaged in transporting the passengers or rendering any service, or carrying out the arrangements for any tour, or their agents, servants and employees. **A VALID PASSPORT IS REQUIRED FOR ALL TRAVELERS. NON-U.S. CITIZENS MAY BE REQUIRED TO HAVE A VISA.**

INSURANCE: We strongly recommend travel insurance. We are happy to provide a brochure for our carrier, Global Alert. Please review the brochure carefully to understand coverage. **IMPORTANT:** The exclusion for Pre-Existing Conditions will be waived and coverage for a terrorist act is included under the pre-departure trip cancellation and post-departure trip interruption benefits provided the premium is received no later than fifteen (15) days after the initial deposit for your trip and you are not disabled from travel at the time you pay your premium. Please refer to www.worldculturaltours.com or call (877) 218-TOUR for more information.

TOUR PRICES: All tour prices are based on costs, charges, tariffs, levies, and exchange rates known at the time of booking. In case of currency fluctuations of more than 3.00% we reserve the right to adjust the tour price accordingly. Airline & Airport Taxes & Charges: Any additional domestic and international departure or arrival taxes, security charges, and other types of taxes or charges imposed by airlines, airports, governments, etc., not included in the tour price will be passed on to each passenger. A handling fee (2.5% of your payment) will be added for payments made online.

CANCELLATION POLICY: Cancellations are effective on date received in writing. Full refund (minus a $100.00 administration fee) will be made for cancellations up to 91 days prior to departure. After that period, additional cancellation fees will be assessed as follows: • 90- 61 days prior to departure – loss of deposit • 60-45 days prior to departure - 35% of total tour price is forfeit • 44-31 days prior to departure - 50% of total tour price is forfeit • 30-0 days prior to departure - 100% of total tour price is forfeit.

Please note: Any unused tour portions are non-refundable and any costs of services received while traveling are non-refundable.

Brought to you by World Cultural Tours P.O. Box 548 Uxbridge, MA 01569, 2002 Eastwood Rd., Ste. 306 Wilmington, NC 28403

Tel: 1-877-218-8687 www.worldculturaltours.com

WORLD CULTURAL TOURS

2002 Eastwood Rd. Suite 306, Wilmington, NC 28403, P.O. Box 548, Uxbridge, MA, 01569
Tel. 877.218.8687 910.509.1703 Fax 910.509.2985 www.worldculturaltours.com

May 8, 2007

Dr. Mark Ring
Moorhead High School
2300 4th Ave. South
Moorhead, MN 56560

Dear Dr. Ring,

Thank you for the opportunity to submit this proposal for the **Moorhead High School Choir** Performance Tour to Tuscany. Enclosed is our suggested itinerary for your group.

This 7-day, 5-night tour of Tuscany provides the opportunity to see some of the most fascinating and historic sites in this part of the world, and allows you to perform in celebrated and intriguing venues. Since we design the tour to be balanced between performance, sightseeing, and leisure, you'll have many opportunities to enjoy the colorful, local culture.

A professional tour manager will accompany your group throughout the trip to attend to every detail. Your trip will be enhanced by local guides with in-depth knowledge at the various sites. The program includes breakfast daily, a Welcome Dinner and a Farewell Dinner, two (2) additional dinners, and three (3) lunches. You'll enjoy comfortable accommodations at desirable hotels in safe locations.

One complimentary tour has been included for every fifteen (15) paying passengers.

World Cultural Tours specializes in customizing each tour. Therefore, as you review this proposal, remember that we are happy to make adjustments at your request.

Please call me at 1.877.218.8687 to discuss your ideas. I look forward to the opportunity to work with you to create a memorable and enjoyable tour for the Moorhead High School Choir.

Sincerely,

Frank Davis Jr.
President

Proposal for Moorhead High School Choir

Tour Group: *Moorhead High School Choir*

Tour Destination: *Tuscany*

Group Size: *100 (approximate)*

Tour Dates: *March 13 - 19, 2008*

Number of Days: *Seven (7)*

Tour Inclusions:

- ✓ *Round trip air from Minneapolis to Rome*
- ✓ *Five (5) nights hotel accommodations*
- ✓ *Full breakfast daily*
- ✓ *Three (3) lunches*
- ✓ *Welcome Dinner*
- ✓ *Two (2) additional dinners*
- ✓ *Farewell Dinner*
- ✓ *Three (3) performances*
- ✓ *Entrances and sightseeing as per itinerary*
- ✓ *Venue fees and promotional costs for all performances*
- ✓ *Luxury motor coach transportation with professional driver throughout*
- ✓ *Services of professional English speaking Tour Manager throughout*
- ✓ *Services of professional English speaking Venue Coordinator throughout*
- ✓ *Porterage service at airport and hotels (based on 1 piece per person)*
- ✓ *Tax and service charges (tips not included)*

Trip Price: **$1,899.00** Per Person/Double Occupancy
Plus air taxes, Price is subject to change.

Comp. Policy: ***One (1) complimentary trip per each fifteen (15) paid guests based on double occupancy.***

Airline Information: TBA

Accommodations List:

Five (5) nights at Hotel Adua or similar *(Montecatini)*

Suggested Payment Schedule:

Initial Deposit: TBA
Balance: 75 days prior to travel

The World Cultural Tours Difference:

- **Fully customized to serve the specific needs of your group**
- **Professional local guides provided**
- **Private motor coach throughout**
- **Hotels secured at time of confirmation**

World Cultural Tours
www.worldculturaltours.com

5-M9-B05
29 May 2007

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

May 29, 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 Deb Booth for being selected as a 2007 Local Wal-Mart Teacher of the Year. Booth is a second grade teacher at Ellen Hopkins Elementary. Each year, Wal-Mart and Sam's Club nationwide honor great teachers at each of their stores based on nominations from the community. As a Local Wal-Mart Teacher of the Year, Booth received a $1,000 grant from the Wal-Mart/Sam's Club Foundation to benefit Ellen Hopkins Elementary School. She also received a Wal-Mart gift card

for herself.

*** **We Are Proud of Joslyn Larson**, second-grade teacher at S.G. Reinertsen Elementary, for receiving the Outstanding Contributions to Service-Learning Practice Award. This award recognizes one individual each year who has demonstrated the power of service-learning as a teaching strategy and made an exceptional contribution related to the advancement of service-learning in the state. Larson has used service-learning in her classroom for at least 12 years. She has a strong partnership with Eventide Homes, the nursing home that her students visit twice a month. She incorporates curriculum in all academic areas with an emphasis on literacy and math skills that provide socializing and entertainment for the children and the elders. Larson was recognized at the 2007 Minnesota Youth Service Celebration at the Capitol on May 17, 2007.

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 6
   (2) Acceptance of Funding - Pages 7-8
   (3) Approval of Grant - Pages 9-25
   (4) Approval of Summer School Program - Pages 26-27

B. BUSINESS SERVICE MATTERS - Weston

C. HUMAN RESOURCE MATTERS - Nielsen
   (1) Approval of Early Retirements - Page 28

(2) Approval of Resignations - Page 29
(3) Approval of Family/Medical Leave - Page 30
(4) Approval of Change in Contract - Page 31
(5) Approval of New Employees - Page 32

D. SUPERINTENDENT MATTERS - Nybladh

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

Moved by _____ Seconded by _____
Comments _____

3. **APPROVAL OF RESOLUTION PROVIDING THAT SCHOOL BOARD GENERAL ELECTIONS HELD AFTER 2006 SHALL BE HELD IN THE EVEN-NUMBERED YEARS; ESTABLISHING A TRANSITION PLAN**: Nybladh
Pages 33-36

Suggested Resolution: Move to approve the Resolution Providing that School Board General Elections Held After 2006 shall be Held in the Even-Numbered Years; Establishing a Transition Plan as presented.

Moved by _____ Seconded by _____
Comments _____

4. **FIRST READING OF POLICIES**: Nybladh
Pages 37-99

The School Board will conduct a first reading of the following policies: District Care Team Committee (234), Family and Medical Leave (422), Staff Development (446), School District Student Attendance (515), Student Discipline (551), Student Dress and Appearance (577), Special Education Programs (602), School District System Accountability (650), Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students (656), MAPS District State Mandated Testing Plan and Procedure (660), Student Transportation Eligibility Guidelines (720), Student Transportation Safety (721), and Complimentary Athletic Season Passes/Single Event Passes (832).

5. **COMMITTEE REPORTS**

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

7. **ADJOURNMENT**

CALENDAR OF EVENTS

Event	Date	Time	Place
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
School Board	June 11	7 pm	PCE
EXCEL Grades 8-9	June 12-28	7:30 am-2:30 pm	Mhd High School
EXCEL Summer Academy	June 12-July 23	7:30 am-12 pm	Horizon
EXCEL Grades 10-12	June 12-July 26	7:30 am-4:30 pm	RRALC
EXCEL Grds 10-12 Night Class	June 12-July 26	5:45-8:45 pm	RRALC
EXCEL Summer Academy - Jump Start for 6th Grade	June 18-August 23	7:30 am-12 pm	Horizon
Extended School Year (EXCEL) - Elementary	June 18-28 and Aug 13-23	8-11:30 am	Asp, Hopkins & Reinertsen
Extended School Year (ESY Spec Ed Summer Program	June 19-August 2	8 am-12 pm	Hopkins, Horizon and Mhd High School
Interagency Early Interv Com	June 20	12 pm	FSC
School Board	June 25	7 pm	PCE
EXCEL Grades 8-9	July 10-26	7:30 am-2:30 pm	RRALC
School Board Work Session	July 16	5 pm	PCE
School Board	July 16	7 pm	PCE

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.129

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: May 21, 2007

RE: Donation

Moorhead Area Public Schools has received a donation of $200 from the Cargill Community Scholarship Program administered by National FFA to support the Moorhead High School library.

In early May, National FFA awarded Cargill Community Scholarships to 350 outstanding high-school seniors living in Cargill communities around the United States. Recipients were selected on the basis of academic and personal achievements. In addition to the scholarship, Cargill also provides this small grant in the student's honor to the student's high school for it's library. Autumn England from Moorhead High School was the 2007 recipient who received Cargill endorsement.

SUGGESTED RESOLUTION: Move to accept the donation of $200 from the Cargill Community Scholarship Program administered by National FFA and direct administration to send a thank you to:

Jeff Slaby, Cargill Administration
4340 18th Ave SW
Fargo, ND 58103-4413

LAK/kmr

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.128

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: May 21, 2007

RE: Carl Perkins Funding

Moorhead Area Public Schools has been awarded funding by the Lakes Country Carl D. Perkins Consortium for Lauren Rodd to attend the AYES Training Conference in Dearborn, Michigan on July 16-20, 2007. Registration fee and lodging expenses not to exceed $787.00. The professional development travel award will contribute to the technical skill attainment in career and technical education students at Moorhead High School.

SUGGESTED RESOLUTION: Move to accept the professional development/travel award of $787.00 for Lauren Rodd to attend the AYES Training Conference in Dearborn, Michigan on July 16-20, 2007 from Lakes Country Carl D. Perkins Consortium.

LAK/kmr

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.134

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

DATE: May 21, 2007

RE: Carl D. Perkins Funding

Moorhead Area Public Schools has been awarded funding by the Lakes Country Carl D. Perkins Consortium for Kathi Salvevold to attend Drury University Camp STN (Student Television Network) Conference in Springfield, MO, June 22-28, 2007. Registration fee not to exceed $695.00. The professional development travel award will contribute to the technical skill attainment in career and technical education students at Moorhead High School.

SUGGESTED RESOLUTION: Move to accept the professional development travel award of $695.00 for Kathi Salvevold to attend Drury University Camp STN (Student Television Network) Conference in Springfield, MO, June 22-28, 2007 from Lakes Country Carl D. Perkins Consortium.

LAK/kmr

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.133

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: May 21, 2007

RE: Migrant Supplemental Grant

Minnesota Department of Education has awarded Moorhead Area Schools a $14,655.00 Migrant Supplemental Grant.

The Minnesota Department of Education did not approve Migrant Summer School funding for Moorhead Area Public School. The district administration submitted a grant request for supplemental funding for services for migrant students through existing programs. The funding will support a part time secondary resource teacher, instructional supplies, and transportation for students to attend existing programming. Many students in our EXCEL and other extended school year programs also meet criteria for migrant status.

SUGGESTED RESOLUTION: Move to approve the 2007 Migrant Supplemental Grant for $14,655 from the Minnesota Department of Education.

LAK/kmr
Attachment

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

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

GRANT CONTRACT/GRANT AGREEMENT ("Agreement")

Fiscal Year: 2007	CFDA #: 84011A	UFARS #: 01F404	Vendor Number: 009152000-00
Total Amount of Grant: $14,655.00		Amount of Grant First Fiscal Year: $7,000.00 If more than one cost code, amount from each cost code, each fiscal year:	
Object Code: 5C00		Activity: NF00	

Account Dist # 1	Fund: 300	Agency: E37	Orgn: 2526	Appr: 422	Rept Category:	Amount: $14,655.00

Requisition	Date: 4/13/07	Number: 7719	Entered by: GG
Purchase Order	Date:	Number:	Signature:
Individual signing certifies funds have been encumbered as required by Minn. Stat. § § 16A.15 and 16C.05			

THIS AGREEMENT, which shall be interpreted pursuant to the laws of the State of Minnesota, between the State of Minnesota (STATE) acting through its Minnesota Department of Education (DEPARTMENT), and Moorhead ISD #152, 2410 14th St S, , Moorhead, MN, 56560 MN Tax ID. No. 008033594 Federal Employer ID. No. 41-6008721(GRANTEE), witnesseth that:

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

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

WHEREAS, GRANTEE prepared and submitted according to pertinent guidelines a proposal or a workplan for a grant for the above desired project; AND

WHEREAS, GRANTEE represents that it is duly qualified, willing, and prepared to undertake and complete the project or work plan which is attached hereto as ATTACHMENT A (hereinafter "PROJECT");

WHEREAS, the DEPARTMENT and the GRANTEE desire to formally agree upon the performance of the PROJECT described herein;

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

I. **TERMS OF PERFORMANCE**. The objectives, scope, and methods of the PROJECT are stated in ATTACHMENT A the terms of which are incorporated herein.

II. **CONSIDERATION AND TERMS OF PAYMENT**.

A. In consideration of all services performed and goods or materials supplied by the GRANTEE pursuant to the Agreement, the STATE shall pay for all allowable costs incurred by the GRANTEE under the terms not to exceed Fourteen Thousand Six Hundred Fifty Five and 00/100 dollars ($14,655.00).

B. Matching Requirements: (If applicable). GRANTEE certifies that the following matching requirement for the Grant will be met by GRANTEE (fill in match amount or if none, enter none):

1. The GRANTEE agrees to provide the cash match of $0.00, which is required to be at least 0% of the Total Project Cost.

2. The GRANTEE will expend grant funds and required match allocated for this Project according to

If the GRANTEE receives a request to release the data referred to in this paragraph, the GRANTEE must immediately notify the STATE. The STATE will give the GRANTEE instructions concerning the release of the data to the requesting party before the data is released.

XVI. **WORKERS' COMPENSATION:** GRANTEE certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The GRANTEE's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

XVII. **ANTITRUST:** GRANTEE hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XVIII. **GOVERNING LAW, JURISDICTION AND VENUE.** Minnesota law, without regard to its choice-of-law, provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XIX. **ASSURANCES.**

A. The GRANTEE shall comply with all applicable federal, state and local laws, ordinances, rules and regulations in the performance of this project.

B. For Agreements involving grants of federal funds, the following also apply:

1. If this Agreement involves an award of $25,000.00 or more, GRANTEE certifies that it has complied with the provisions of the Drug Free Workplace Act of 1988, P.L. 100-690.
2. If applicable, GRANTEE agrees that it shall provide the certification required by 34 C.F.R. Part 85.

C. Requirements of Appendix A of this Agreement.

XX. **OTHER PROVISIONS.** Other provisions to this Agreement, if any, are:

A. The GRANTEE assures and certifies compliance with Federal and State Regulations and Certifications governing Title Part C, Migrant Ed.2006.
B. If requested by STATE prior to start of the summer program, GRANTEE will submit revised workplan & budget. The award amount may be revised if the scope of the program is changed.

N WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby.

APPROVED:

GRANTEE:
GRANTEE certifies that the appropriate person(s) ave executed the Grant Contract on behalf of the GRANTEE as required by applicable articles, by-laws, esolutions, or ordinances. (If a corporation, two orporate officers must execute.)

MINNESOTA DEPARTMENT OF EDUCATION

y: _____
itle: Superintendent
ate: May 29, 2007

By: _____
Title: _____
Date: _____

y: _____
itle: _____
ate: _____

ATTACHMENT A. Grant funds will be spent in accordance with the Budget included in Attachment A. See Paragraph III below for limitations on the use of grant funds.

C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE in performance of this Agreement will be paid provided that the GRANTEE shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations and GRANTEE will only be reimbursed for travel and subsistence outside the State of Minnesota if it has received prior written approval for such out of state travel from the STATE.

D. The STATE shall make payment as stated in ATTACHMENT B, which is incorporated by reference herein.

III. **LIMITATION ON USE OF FUNDS**. The use of these grant monies shall be limited to that portion of ATTACHMENT A funded under Clause I of this Agreement, and by any applicable state or federal laws. Grant funds may not be used for gifts or novelty items (unless individually and specifically approved by the DEPARTMENT) or for payments to vendors displaying exhibits. Grant funds may not be used to pay for or support other projects not identified in this grant contract. Grant funds may not be used for the benefit of state employees. This includes, but is not limited to, reimbursement for any expenditures, including travel expenses; costs of registration fees for training sessions or educational courses presented or arranged by GRANTEE; payments to state employees for presentations at workshops, seminars, etc. whether on state time, vacation time, leave of absence, or any other non-work time.

IV. **AGREEMENT PERIOD**. This Agreement shall be effective on 06/01/2007, or upon the date that the final required signature is obtained by the STATE pursuant to Minnesota Statutes section. 16C.05, subd. 2 whichever occurs later, and shall remain in effect until 09/30/2007, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. **The GRANTEE understands that no work should begin under this Agreement until ALL required signatures have been obtained and GRANTEE is notified to begin work by the State's Authorized Representative.**

V. **AUTHORIZED REPRESENTATIVES:**

STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S authorized representative for the purposes of administration of this Agreement is John Moorse, or his/her successor, and has the responsibility to monitor GRANTEE's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each payment request submitted for payment.

GRANTEE'S AUTHORIZED REPRESENTATIVE: The GRANTEE'S authorized representative is Dr. Larry P. Nybladh. If the Grantee's Authorized Representative changes at any time during this Agreement, the GRANTEE must immediately notify the STATE.

VI. **REPORTS.**

A. The GRANTEE, in the conduct of activities under this Agreement, shall submit such reports as may be required by written instructions of the DEPARTMENT within the times required by it. The DEPARTMENT shall withhold funding if reporting requirements are not met in a complete, accurate and timely manner.

B. The GRANTEE shall present reports to the DEPARTMENT Commissioner (COMMISSIONER) or representative named in provision V. At the COMMISSIONER'S discretion, the reports may be presented at Departmental, legislative, other state agency, or public meetings where the GRANTEE shall be available to explain the PROJECT and to respond to questions.

VII. **FINANCIAL AND ADMINISTRATIVE PROVISIONS.**

A. ALLOWABILITY OF COSTS. For federal funds, allowability of costs incurred under this Agreement shall be determined in accordance with the procedures and principles given in the federal publications "Office of Management and Budget" (OMB). For all funds, no claim for materials purchased in excess of budget categories or program services not specifically provided for in this Agreement by the GRANTEE will be allowed by the STATE unless approved in writing by the STATE. Such approval shall be considered to be a modification of the Agreement. There may be additional limitations on allowable costs. See "Other Provisions" in paragraph XX below.

B. RECORDS. The GRANTEE shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services, and other costs and expenses of whatever nature. The GRANTEE shall use generally accepted accounting principles. The GRANTEE shall preserve all financial and cost

reports, books of account and supporting documents, and other data evidencing costs allowable and revenues and other 3 applicable credits under this Agreement which are in the possession of the GRANTEE and relate to this Agreement, for the period specified by Minnesota Statutes section 16C.05, subd. 5 and the respective federal requirements where applicable.

All pertinent records and books of accounts related to this Agreement shall be preserved by the GRANTEE for a period of six years subject to the following criteria:

1. The six-year retention period shall commence from the date of submission of the final expenditure report;

2. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

The GRANTEE agrees to cooperate in any examination and audit under the provisions of this paragraph.

C. EXAMINATION AND AUDIT OF ACCOUNTS AND RECORDS. The DEPARTMENT or its representative or the federal administering department (when applicable) shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs and the method of implementing the Agreement. The GRANTEE shall make available at the office of the GRANTEE at all reasonable times before and during the period of record retention, proper facilities for such examination and audit.

D. STATE AND FEDERAL AUDITS. The books, records, documents, and accounting procedures and practices of the GRANTEE relevant to this Agreement shall be subject to examination by the State or federal auditors, as authorized by law. Minnesota Statutes section 16C.05 subd. 5 requires the State audit clause be in effect for a minimum of six years, (see Paragraph VII, Clause B.) Federal audits shall be governed by requirements of federal regulations.

1. If the GRANTEE (in federal OMB Circular language known as "subrecipient") receives federal assistance from the State of Minnesota, it will comply with the Single Audit Act of 1984 as amended and OMB circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" for audits of fiscal years beginning after June 30, 1996; or

2. The Grantee will provide copies of the single audit reporting package (as defined in A-133 section 320(c), financial statement audits, management letters and corrective action plans to the STATE, the Office of the State Auditor, Single Audit Division, or Federal Audit Clearinghouse in accordance with OMB A-133.

VIII. EQUIPMENT. All equipment purchased under this Agreement shall be returned to the State by the GRANTEE upon termination of the Agreement at the discretion of the State.

IX. CANCELLATION.

A. This Agreement may be cancelled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services performed to the STATE's satisfaction. It is expressly understood and agreed that in the event the reimbursement to the State from Federal sources or appropriations by the Minnesota Legislature are not obtained and continued at an aggregate level sufficient to allow for the GRANTEE'S program to continue operating, the grant shall immediately be terminated upon written notice by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment determined on a pro rata basis, for services performed and liabilities already accrued prior to such termination.

B. The STATE may cancel this Agreement immediately if the STATE finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

X. AMENDMENTS. Any amendments to the Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

XI. ASSIGNMENTS. The GRANTEE shall not transfer or assign to any party or parties any right(s), obligation(s) or claim(s) under this Agreement without the prior written consent of the DEPARTMENT. It is understood, however, that GRANTEE remains solely responsible to the STATE for providing the products and services described.

XII. LIABILITY. GRANTEE agrees to indemnify and save and hold the STATE, its agents and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE arising from the performance of the agreement by GRANTEE OR GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this Agreement. 4

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

A. Intellectual Property Rights:
The STATE shall own all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this Agreement.* Works means all inventions, improvements, discoveries (whether or not patentable) databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes "Documents". Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors in the performance of this Agreement. The Documents will be the exclusive property of the STATE and all such Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works for hire". The GRANTEE assigns all right, title, and interest it may have in the Works and the Documents to the STATE. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE's ownership interest in the Works and Documents.

B. Obligations

1. Notification: Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, in the performance of this Agreement, the GRANTEE will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. Representation: The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the STATE, and that neither the GRANTEE nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The GRANTEE represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property of other persons or entities. Not withstanding Clause XII, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE's or the STATE's opinion is likely to arise, the GRANTEE, must at the STATE's discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition and not exclusive of other remedies provided by law.

XIV. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this Agreement, including, but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared for the GRANTEE or its employees individually or jointly with others or any subgrantees, shall identify the STATE as the sponsoring agency. The publicity described may only be released with the prior approval of the State's Authorized Representative, or as described in Attachment A.

XV. GOVERNMENT DATA PRACTICES. The GRANTEE and the STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE under this Agreement, and as it applies to all data created collected, received stored, used, maintained or disseminated by the GRANTEE under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this paragraph by either the GRANTEE or the STATE.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address. city, county, state, zip code)

_____

_____

_____

Check [ ] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

MEASURABLE GOALS

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

Targeted Goal	Goal	Indicator	(Identify the targeted population)
Example: X	*Improve/maintain school attendance goal*	*Participants will maintain 90% school attendance*	*All program participants*
☐	*By 2013-2014, all students will reach high standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.*	*Students will show improvement in Post-testing assessments*	*All students enrolled in the program*
☐	*All students will graduate from high school.*	*Students attending the night school Migrant option will earn credit*	*All secondary students enrolled in the program*
☐	*Increase migrant parental involvement.*	*Without a full service program, goal not priotized*	
☐	*Increase appropriate services including health, dental, vision and mental health referral; advocacy; and direct services.*	*Limited: Students attending at least 15 days during the summer will receive outside agency help as available*	*All students enrolled in the day or night programs*
☐	*Establish stronger transitions between preschool, elementary and high school students*	*Cross level communication and meetings with elementary, middle and secondary staff*	*Staff development among teachers in the form of professional learning communities.*
☐	*Provide ample opportunity for secondary students to accrue appropriate credit.*	*Using the NGS system and student transcripts, students will receive coursework needed for credit*	*All secondary students who attend the program*
☐	*Other goals:* *(Please specify)*		

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WORK PLAN

June 1, 2006 through August 31, 2006

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

(a) Performance Goal. Restate below goal selected

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

(b) Key Strategies (List a key strategy that you are using to produce the desired impact.)	(c) Programming Activities			(d) Time Frame: daily, weekly, start/end dates	(e) Agency/ Staff person responsible
	Number of youth to be involved in activity	Number of sessions	Number of hours each session		
1st through 12th grade students attending 12 or more school days during the summer will show measurable improvement in their reading post-test scores as shown by district assessment tools.	All students	12	4	daily	teachers

Please complete these for each goal and strategy.

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

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

Using pre-test assessment results, teachers will target skill deficiencies and systematically reinforce needed concepts for those students who attend school for at least 12 days during the summer. Daily attendance logs, instruction in phonemic awareness, fluency, vocabulary and comprehension will be targeted

(g) Best Practice (Complete for Key Strategy)

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

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

WORK PLAN

June 1, 2006 through August 31, 2006

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

(b) Performance Goal. Restate below goal selected

(b) Key Strategies (List a key strategy that you are using to produce the desired impact.)	(c) Programming Activities			(d) Time Frame: daily, weekly, start/end dates	(e) Agency/ Staff person responsible
	Number of youth to be involved in activity	Number of sessions	Number of hours each session		
1st through 12th grade students attending at least 12 days or more during the summer will show measurable improvement in their math skills as shown by their post-testing scores using the MAP (Measure of Academic Progress) computerized assessment.	All students	12	4	daily	teachers

Please complete these for each goal and strategy.

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

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

Using pre-test results and spring testing data, teachers will target math skill deficiencies and systematically reinforce needed concepts. If a student attends 12 or more days, this practice should translate into a higher post-test score.

(g) Best Practice (Complete for Key Strategy)

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

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

WORK PLAN

June 1, 2006 through August 31, 2006

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

(c) Performance Goal. Restate below goal selected

(b) Key Strategies (List a key strategy that you are using to produce the desired impact.)	(c) Programming Activities			(d) Time Frame: daily, weekly, start/end dates	(e) Agency/ Staff person responsible
	Number of youth to be involved in activity	Number of sessions	Number of hours each session		
All students attending the secondary migrant option will accrue credit toward their high school diploma, acquire basic reading and math skill strategies and be giving opportunity to prepare for exit exams	All secondary students	18	3	4 days a week	Teachers and para

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

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

By encouraging daily attendance, attendance, individualizing lessons, encouraging adequate lesson completion and progress, and aligning instruction with the NGS systems and credit deficiencies, students attending night school will accrue credit. Students may also study, prep and take exit exams as required by Minnesota, Texas or their home state.

(g) Best Practice (Complete for Key Strategy)

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

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

Terms of Payment

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

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

   - June 1 – June 30, 2007 Due July 31, 2007
   - July 1 – September 30, 2007 Due October 31, 2007

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

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

Telephone: 218-284-2314 Fax: 218-284-2333

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

100	SALARY CATEGORIES: *List the position title(s). Show the number of staff in a position, percentage of time and/or number of sessions, and rate of pay.*	# OF STAFF	TIME	UNITS/DAYS	RATE	AMOUNT	TOTAL
object code	ADMINSTRATORS/INSTRUCTIONAL/PROFESSIONAL STAFF						
	EXAMPLE: Supervisor/Director	*2*	*4 hours*	*40 days*	*$15/ hour*		*$3840*
100	Secondary Resource Teacher	1	4 hours	22 days	39.00	3432	3432
SUB-TOTAL							
object code	SUPPORT STAFF:						
	EXAMPLE: *Aides/paraprofessionals*	*2*	*2 hours*	*40 sessions*	*$8/hour*		*$1280*
	OTHER						
	SUB-TOTAL						
200	FRINGE BENEFITS:						
object code							
	EXAMPLE: *Teachers*	*3*			*6.5%*	*$5,000*	*$975*
200	Secondary Resource	1			6.5	3432	223.00

BUDGET WORKSHEET

APPLICANT AGENCY	June 1, 2007 through August 31, 2007
Contact Person: Scott Matheson	Email: smatheson@moorhead.k12.mn.us
Telephone: 21'8-284-2314	Fax: 218-284-2333

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

100 SALARY CATEGORIES: *List the position title(s). Show the number of staff in a position, percentage of time and/or number of sessions, and rate of pay.*

		# OF STAFF	TIME	UNITS/DAYS	RATE	AMOUNT	TOTAL
object code	ADMINSTRATORS/INSTRUCTIONAL/PROFESSIONAL STAFF						
	EXAMPLE: Supervisor/Director	*2*	*4 hours*	*40 days*	*$15/ hour*		*$3840*
100	Secondary Resource Teacher	1	4 hours	22 days	39.00	3432	3432
SUB-TOTAL							
object code	SUPPORT STAFF:						
	EXAMPLE: *Aides/paraprofessionals*	*2*	*2 hours*	*40 sessions*	*$8/hour*		*$1280*
	OTHER						
SUB-TOTAL							
200	FRINGE BENEFITS:						
object code							
	EXAMPLE: *Teachers*	3			*6.5%*	*$5,000*	*$975*
200	Secondary Resource	1			6.5	3432	223.00
SUB-TOTAL							3655

BUDGET WORKSHEET - Continued

300	**CONTRACTUAL SERVICES**: Indicate the services to be provided and the rate to be paid per hour or per day. Examples of consultants include evaluation expenses at approximately 15% of the budget, trainers and strategic planners. Examples of contracted services include vehicle lease, maintenance agreement security services, translations services, sub-grant to program service delivery agencies, etc.			
Object Code		**HOUR/DAY**	**RATE**	**TOTAL**
	CONSULTANTS $			
	SPEAKERS $			
	$			
	$			
	$			
	$			
SUB-TOTAL	$			
			AMOUNT	TOTAL
300	**TRAINING**: Training for staff, volunteers and program participants.			
object Code				
	WORKSHOPS -list			
	SUB-TOTAL			
300	**TRAVEL/TRANSPORTATION**: Itemize travel expenses for program personnel and program participants by purpose. Mileage reimbursement may not exceed $.445			
object code				
	STAFF MILEAGE			
	PROGRAM PARTICIPANTS			
	District Transportation and Fuel Costs		10,000	10,000
	SUB-TOTAL			10,000
400	**OFFICE EXPENSES (Non-Instructional):** If the program requires the set up of an additional site or needs office supplies, office equipment or services not already paid for by the agency, estimate the expenses below.			
object code				
	RENT/UTILITIES/TELEPHONE			
	PRINTING/COPYING/SUPPLIES/POSTAGE			
	SUB-TOTAL			

400	**PROGRAM EXPENSES (Instructional):** Examples of program expenses include participant stipends, the purchase of materials such as books, software, curriculum, craft supplies, cameras, computers, publicity, costs of convening community meetings, activity fees; participant insurance, etc.		
object code			
	PROGRAM SUPPLIES		
	INSTRUCTIONAL	1000.00	1000.00
	SUB-TOTAL		1000.00
500	**EQUIPMENT OVER $5000 PER UNIT**. Include only items that have an acquisition cost of $5000 or more per unit and have a useful life of one year or longer. Purchases under $5000 per unit should be included in either the Program Expenses or Office Expenses line items		
object code			
	INSTRUCTIONAL EQUIPMENT		
	NON-INSTRUCTIONAL EQUIPMENT		
	SUB-TOTAL		
800	**OTHER EXPENSES:**. Itemize other program costs that do not fit into budget line items above. Indirect costs are allowed if the contracting organization has a federally approved indirect cost rate. Administrative costs must be itemized above.		
object code			
	SUB-TOTAL		
TOTAL FUNDS REQUESTED			14,655.00

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.130

TO: Dr. Larry Nybladh

FROM: Lynne Kovash

DATE: May 21, 2007

RE: Special Education Extended School Year (ESY) Program

Attached is the 2007 Special Education Extended School Year (ESY) Program staffing and budgetary information. The ESY Program will operate:

Days:	Tuesday, Wednesday and Thursday June 19, 2006 through August 2, 2007
Time:	7:45 a.m. to 12:15 p.m.
Location:	Hopkins Elementary, Horizon Middle School and Moorhead High School

SUGGESTED RESOLUTION: Move to approve the 2007 Special Education Extended School Year (ESY) Program for Moorhead Schools from June 19, 2007 through August 2, 2007.

LAK/kmr
Attachment

Extended School Year 2007
Program Budget and Staff Information

Extended School Year for the 2007 summer will run from 7:45 am to 12:15 pm. Programming will be provided in a 6 week program and will run 3 days a week (Tuesday, Wednesday and Thursday). Teachers will have a one 4 hour prep day on Monday, June 18. Extended School Year will be in session for 18 days from June 19 to August 2. There will be no school the week of July 4. There will be **32.5 teachers** employed with a total **salary** of **$101,843.80** plus **benefits** of **$12,892.88**. The estimated total **hours** for the teachers will be **2586 @ $114,736.68.** There will be **43 paraprofessionals and other staff** employed at four and one half hours daily. Paraprofessionals and other staff are paid at their contract rate or the district sub rate if not employed as a paraprofessional or other staff with the district. Total **hours** for paraprofessionals and other staff will be **3525 @ $49,797.42**. Total salary for the paraprofessionals and other staff is **$44,087.76** plus benefits of **$5,709.66.** Extended School Year instructional materials budget is **$1,625.00.** Total Program Budget is **$166,159.10** with sixty-eight percent (68%) of special education salaries reimbursed from the state on ED'S.

ESY Teachers:

Affedt, Jane
Anderson, Carol
Bartholomay, Deb
Bierdeman, Betty
Bjerke, Amy
Buysse, Lowell
Dahlberg, Mike
Dreschel Ron
Enderle, Jon
Falk, Paula
Fisher, Heidi (.5)
Froemke, Molly
Greer, Kari
Johnson, Dale
Johnson, Marti
Jones, Linda
Kapitan, Jim (.5)
Kapitan, Jim (.5)
Kostreba, Judy
Molstre, Joanne
Morse, Michele
Nylander, Laura
Paulson, Wendy
Plankers, MariBeth
Rowekamp, Kristi
Schaefer, Kristi
Simonson, Sarah
Stevenson, Valerie
Tengesdal, Betsy
Vigen, Nancy(.5)
Vorachek, VIcki
Wolf, Renee
DCD Teacher
Therapist (6 hrs)

ESY Paraprofessionals and Other Staff:

Adrian, Ronda
Alverson, Loree
Calvert, Connie
Caron, Angela
Ellingsberg, Alice
Emmel, Peggy
Erickson, Cara
Forsberg, Deb
Gilbertson, Jackie
Green, Stephanie
Hausauer, Wendy
Hennessey, Mike
Hillstad, Colleen
Hubrig, Jolene
Lancon, Tonya
Larson, Barb
Lindgren, Nathan
Majidian, Tracy
McDonald, Deb
McLean, Ian
McKay, Rachel
Mjones, Lori
Noon, Pat
Olson, Elizabeth
Pederson, Linda
Pemble, Patty
Sellant, Carol
Shasky, Kathleen
Stoddard, Rhonda
Stoddard, Sally
Tack, LuAnn
Toso, Donna
Trana, Karen
Vargas, Rose
Watnemo, Tami
Watnemo, Treva
Yackley, Penny
1 para @ 4.5 hrs per day
1 para @ 2 hrs per day

Cisco, Erin - Language Facilitator
Krenz, Vicki - COTA
Kristi Hilton - Interpreter (.5)
Lindaey Solberg - Intrepreter (.5)

May 23, 2007

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.107**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: May 14, 2007

RE: Early Retirement

The administration requests approval of Early Retirement of the following person:

Connie Nokken	Secretary, S.G.Reinertsen Elementary, originally requested for July 1, 2007, revised to June 1, 2007. (Revision)
Diane Erickson	Reading Recovery/Reading Intervention Teacher, Robert Asp Elementary, effective at the end of the 2006-2007 school year.

SUGGESTED RESOLUTION: Move to accept the Early Retirement of Connie Nokken and Diane Erickson as presented.

RN:jal

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.109**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nelsen, Director of Human Resources

DATE: May 21, 2007

RE: Resignation

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

Bethany Schwab	Paraprofessional, High School, effective May 29, 2007
Andy Theis	Paraprofessional, Red River Area Learning Center, effective June 1, 2007.
Toni McCauley	Food & Nutrition Server, S.G.Reinertsen Elementary, effective May 31, 2007.
Mary Jaszkowiak	Food & Nutrition Server, S.G.Reinertsen Elementary, effective May 31, 2007.
Marla Anderson	Teacher, Adult Basic Education, effective June 30, 2007.
Matthew Snare	Custodian, High School, effective May 14, 2007.
Shirley Larson	Paraprofessional, Horizon Middle School, effective June 1, 2007.

SUGGESTED RESOLUTION: Move to approve the resignation of Bethany Schwab, Andy Theis, Toni McCauley, Mary Jaszkowiak, Marla Anderson, Matthew Snare and Shirley Larson as presented.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.110**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: May 21, 2007

RE: Family/Medical Leave

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

Sara Williams	Psychologist, Robert Asp/EIS effective approximately July 6, 2007 for approximately eight weeks.

SUGGESTED RESOLUTION: Move to approve the Family/Medical Leave for Sara Williams pursuant to Section IV, Article 38 of the Teachers' Master Agreement.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.112**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: May 21, 2007

RE: Change in Contract

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

Patricia Beach	Secretary, High School B21 (8) $14.06 per hour, 8 hours per day, 186 days per year to B22 (7) $14.32 per hour, 8 hours per day, 216 days per year, effective May 8, 2007. (Replaces Shirley Bouchard)

SUGGESTED RESOLUTION: Move to approve the change in contract for Patricia Beach as presented.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.111**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: May 21, 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.

Christopher Osborn	School Psychologist, District Wide, 1.00 FTE, MA+30 (2) $43,229.00, effective date August 28, 2007. (Replaces Lynn Halmrast)
Hanna Rodenbaugh	EBD Teacher, High School, 1.00 FTE, BA+10 (8), $38,396.00, effective August 28, 2007. (Replaces Michelle Bonitto)

SUGGESTED RESOLUTION: Move to approve the employment of Christopher Osborn and Hanna Rodenbaugh as presented.

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.101

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: May 21, 2007

RE: Approval of Resolution Providing that School Board General Elections Held After 2006 Shall Be Held in the Even-Numbered Years; Establishing a Transition Plan

Attached please find the Resolution Providing that School Board General Elections Held After 2006 Shall Be Held in the Even-Numbered Years; Establishing a Transition Plan.

Suggested Resolution: Move to approve the Resolution Providing that School Board General Elections Held After 2006 Shall Be Held in the Even-Numbered Years; Establishing a Transition Plan as presented.

LPN:mde
Attachment

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 152
(MOORHEAD AREA PUBLIC SCHOOLS)
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 152 was held on the 29th day of May, 2007, at 7 o'clock p.m.

The following School Board members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING THAT
SCHOOL BOARD GENERAL ELECTIONS HELD AFTER 2006
SHALL BE HELD IN THE EVEN-NUMBERED YEARS;
ESTABLISHING A TRANSITION PLAN

WHEREAS, the School Board has previously determined that the school district should hold its general election in November of the odd-numbered year in 1999 and thereafter; and

WHEREAS, the School Board now believes that voter participation would be greater and election administration easier if school district general elections were held in conjunction with state general elections in November of the even-numbered year; and

WHEREAS, Laws 1994, Chapter 646, Section 26, Subdivision 1, provides that a political subdivision that initially chooses odd-numbered year elections and later determines to change to even-numbered year elections may do so by the adoption of a new resolution that contains an orderly plan for the transition;

NOW, THEREFORE, BE IT ENACTED by the School Board of Independent School District No. 152, State of Minnesota, as follows:

1. School Board general elections held after 2006 in Independent School District No. 152 shall be held on the first Tuesday after the first Monday in November of the even-numbered year.

2. The terms of office of School Board members that would otherwise expire on the first Monday of January, 2008 if elections were held in the odd-numbered year (2007) shall be extended to expire on the first Monday in January, 2009. The terms of office of School Board members that would otherwise expire on the first Monday of January, 2010 if elections were held in the odd-numbered year (2009) shall be extended to expire on the first Monday in January, 2011.

3. The School Board shall notify the county auditor of each county in which the school district is located in whole or in part of its determination to hold its general election in November of the even-numbered year in 2008 and thereafter.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon a 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.

STATE OF MINNESOTA)
) SS.
COUNTY OF CLAY)

I, the undersigned, being the fully qualified and acting Clerk of Independent School District No. 152, State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the School Board of Independent School District No. 152, duly called and held on the date therein indicated, so far as such minutes relate to changing from odd-numbered year general elections to even-numbered year general election and that said resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such Clerk this _____ day of _____, 2007.

_____

Clerk
Independent School District No. 152
(Moorhead Area Public Schools)
State of Minnesota

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.103

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: May 21, 2007

RE: First Reading of Policies

Attached please find the following policies: The School Board will conduct a first reading of the following policies: District Care Team Committee (234), Family and Medical Leave (422), Staff Development (446), School District Student Attendance (515), Student Discipline (551), Student Dress and Appearance (577), Special Education Programs (602), School District System Accountability (650), Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students (656), MAPS District State Mandated Testing Plan and Procedure (660), Student Transportation Eligibility Guidelines (720), Student Transportation Safety (721), and Complimentary Athletic Season Passes/Single Event Passes (832), for your review.

LPN:mde
Attachments

Board Policies

District Care Team Committee

School Board Policy: 234

Section: 200 SCHOOL BOARD

Date Adopted: 1/27/2003

Date Revised:

Dates Reviewed:

Title revision: Safe and Healthy Learners Committee

I. PURPOSE

A. The purpose of the ~~District Care Team~~ Safe and Healthy Learners Committee is to ~~ensure that the district has established and maintains a current plan of action for identifying, preventing, and intervening in crisis situations and a plan for postvention for the Moorhead Area Public Schools' students and affected staff~~ review, discuss and mobilize prevention, intervention and postvention efforts designed to support at-risk students, The ~~District Care Team~~ Safe and Healthy Learners Committee will work with building-level ~~Care Teams~~ committees designed to support at-risk students and implement a safe and healthy learning environment for all students.

II. GENERAL STATEMENTS OF POLICY ~~FOR THE DISTRICT CARE TEAM~~

A. This ~~C~~committee will ~~review annually that Moorhead School District Policy 553 (Crisis Intervention and Student Support Policy) and the Care Team portion of the Crises Management Policy Manual. The manual procedures are to include an appropriate response to crises affecting an individual building or districtwide students and staff review~~ meet quarterly to review, discuss and mobilize prevention, intervention and postvention efforts designed to support at-risk students. The committee will integrate recommendations and strategies from the Minnesota Department of Education Safe and Healthy Learners Division.

B. Responsibilities of ~~District Care Team~~ the Safe and Healthy Learners Committee include, but are not limited to:

1. Dissemination and communication of information on building level activities;
2. Seeking and securing funds for development of ~~district crisis management training~~ prevention, ~~and~~ program development and staff development;
3. Coordination of training for building level ~~Care Teams~~ student assistance teams;
4. ~~Reviewing implementation of the Crisis Management Procedures in times of crisis;~~
~~5~~. Promoting and networking with community agencies and area school districts regarding crises and policy;
~~6~~5. Helping to manage communication with staff, parents~~,~~ and community agencies, ~~and media~~ regarding safe and healthy learning practices;
~~7~~6. Recommending to ~~A~~administration policies and procedures related to crises and mental health issues; and
~~8~~7. Review and update mental health portions of the School District Crisis Management Manual.

C. The ~~District Care Team~~ Safe and Healthy Learners Committee will be made up of representatives of each building crisis intervention/management ~~Care Team~~/student assistance teams, the school district nurse, school counselors, school social workers, district communications coordinator or designee, members of neighboring school districts, the Assistant Superintendent of Teaching/Learning, and a Moorhead School Board representative.

D. Meetings will be held during the school year at times and dates determined by the committee.

~~III. GENERAL STATEMENTS OF POLICY FOR BUILDING LEVEL CARE TEAMS~~

~~A~~E. The building ~~principal~~ administrator is responsible for designating a ~~Building Student/Staff Crises Management T~~team in each building. ~~The team may include: Building Student/Staff Care Team, Medical Emergency Team, and Security Team.~~

~~B. The principal ensures that all personnel in their building are informed annually of this policy, designates members on building level teams, and reviews procedural guidelines found in the Building's Crisis Management Action Plan. The building's plan is also included in the District's Crisis Management Manual.~~

~~C~~F. Building level ~~Care Team~~ Safe and Healthy Learner Committee membership is comprised of:
~~a~~1. Administrator.
~~b~~2. Counselor or social worker/psychologist/nurse (as available) who is a Crisis Response Team member.
~~c~~3. Two staff members ~~by site~~, ~~both~~ one male and one female.

~~D~~G. Qualifications for building ~~Crisis Management Team and/or Care T~~team members include: knowledgeable about confidentiality; motivated and concerned about a school crisis; interest and skills in working with persons having problems or crisis events; and demonstrate a special interest in further development of prevention, intervention and postvention ~~skills~~ programming.

~~E. Building level Crisis Management and/or Care Team responsibilities include but are not limited to:~~
~~a. Review of the District Crisis Management Policy and Manual.~~
~~b. Review of the Building Crisis Management Procedures and Action Plan.~~
~~c. Representation on the District Care Team Committee.~~

Cross References:
Moorhead School Board Policy 553: Crisis Intervention and Student Support ~~Policy~~
Moorhead School Board Policy 710: School District Crisis Management ~~Plan~~

Board Policies

Family and Medical Leave

School Board Policy: 422

Date Adopted: 6/11/2001

Dates Reviewed: 2/28/2005
2/13/2006

Section: 400 EMPLOYEE/PERSONNEL

Date Revised: 2/13/2006

I. PURPOSE

The purpose of this policy is to delineate the provisions of the federal Family and Medical Leave Act (FMLA) and ~~also with~~ the parenting leave provisions under state of Minnesota law for employees of the Moorhead Area Public Schools.

II. GENERAL STATEMENT OF POLICY

A. Twelve-week Leave

1. Regular full-time and part-time employees who have been employed by the school district for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

a. birth of the employee's child;

b. placement of an adopted or foster child with the employee;

c. to care for the employee's spouse, son, daughter, or parent with a serious health condition; and/or

d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee uses any leave.

3. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.

4. Eligible spouses employed by the school district are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition or because of the employee's own serious health condition.

5. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule leave based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

6. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case~~s~~, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

7. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present certification from a health care provider indicating that the employee is able to return to work.

8. Requests for leave shall be made to the employee's supervisor and forwarded to the Department of Human Resources for processing. Employees must give 30 days written notice of a leave of absence where practicable. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

9. During the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period), the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage.

10. This policy applies to all family and medical leaves of absence including leaves that are covered under paid employment benefit plans or policies for any part of the 12 weeks leave to which the employee may be entitled under this policy. In other words, if an employee is entitled to both FMLA leave and paid leave under another benefit plan or policy, the employee is required to use all applicable paid leave plans or policies before unpaid leave; and the FMLA leave; and the paid leave will run concurrently.

11. Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period) are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

12. An employee who does not return after leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.

13. The provisions of this policy are intended to comply with the Family and Medical Leave Act of 1993 (FMLA) and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the Act and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

14. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

B. Six-week Leave under the Minnesota Parenting Leave Law

An employee who does not qualify for leave under Paragraph A above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one-half of the full-time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

III. DISSEMINATION OF POLICY

A. This policy shall be conspicuously posted in each school district building in areas of accessible to employees.

B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal Reference:
~~Public Law 103-3 (Family and Medical Leave Act of 1993)~~
Minnesota Statute 181.940-181.941 (Parenting Leave)
29 U.S.C. 2601, et seq. (Family and Medical Leave Act ~~of 1993~~)
~~29 C.F.R. Part 825 (Family and Medical Leave Act of 1993)~~

Board Policies

Staff Development

School Board Policy: 446

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 11/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAM

A. The Moorhead ~~s~~School ~~b~~Board will establish a staff development district committee to develop a district staff development plan, assist site teams in developing a site plan consistent with the goals of the staff development plan, and evaluate staff development efforts at the site level.

B. The majority of the membership of the staff development district committee shall consist of teachers representing various grade levels, subject areas, and special education. The committee also will include non teaching staff, parents and administrators.

C. Site staff development committees will be established at each building.

D. The majority of the site staff development committee shall be teachers representing various grade levels, subject areas and special education.

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

A. The staff development district committee will develop a staff development plan which will be reviewed annually by the ~~s~~School ~~b~~Board.

B. The staff development plan must contain the following elements:

1. Staff development outcomes which are consistent with the education outcomes as may be determined periodically by the ~~s~~School ~~b~~Board;

2. The means to achieve the staff development outcomes;

3. The procedures for evaluating progress at each school site toward meeting educational outcomes;

4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:

a. Improve student achievement of state and local education standards in all areas of the curriculum by using best practices methods;

b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, and gifted children, within the regular classroom and other settings;

c. Provide an inclusive curriculum for a racially, ethnically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;

d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;

e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution; and

f. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.

5. Staff development activities must:

a. Focus on the school classroom and research-based strategies that improve student learning;

b. Provide opportunities for teachers to practice and improve their instructional skills over time;

c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;

d. Enhance teacher content knowledge and instructional skills;

e. Align with state and local academic standards;

f. Provide opportunities to build professional relationships, foster collaboration among building administrators and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring; and

g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system.

6. Staff development activities may include curriculum development and curriculum training programs, and activities that provide teachers and other members of site-based teams training to enhance team performance.

7. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

C. The staff development district committee will assist site staff development teams in developing a site plan consistent with the goals and outcomes of the staff development plan.

D. The staff development district committee will evaluate staff development efforts at the site level and will report annually to the ~~s~~School ~~b~~Board the extent to which staff at the site have met the outcomes of the staff development plan.

E. The staff development district committee shall assist the school district in preparing any reports required by the Minnesota~~N~~ Department of ~~Children, Families and Learning~~ Education relating to staff development including, but not limited to, the reports referenced in Section VII below.

IV. DUTIES OF THE SITE STAFF DEVELOPMENT TEAM

A. Each site staff development team shall develop a site plan, consistent with the goals of the staff development plan. The ~~s~~School ~~b~~Board will review the site plan for consistency with the staff development plan annually.

B. The site staff development team must demonstrate to the ~~s~~School ~~b~~Board the extent to which staff at the site have met the outcomes of the staff development plan. The actual reports to the ~~s~~School ~~b~~Board can be made by the staff development district committee to avoid duplication of effort.

C. If the ~~s~~School ~~b~~Board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V below.

V. STAFF DEVELOPMENT FUNDING

A. Unless the school district is in statutory operating debt or a majority of the school district board and a majority of its licensed teachers vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: in-service education for violence prevention programs to help students learn how to resolve conflicts within their families and communities in nonviolent, effective

ways; staff development plans; curriculum development and programs; other in-service education; teachers' workshops; teacher conferences; the cost of substitute teachers for staff development purposes; preservice and in-service education for special education professionals and paraprofessionals; and other related costs for staff development efforts.

1. The school district will allocate 50 percent of the reserved revenue to ~~each~~ the school site in the district on a per teacher basis and will retain such funds for each school site until used.

2. The school district will allocate 25 percent of the reserved revenue to make grants to school sites for best practices methods. These grants may be used by the school sites for: any purpose authorized by Minnesota Statute 120B.22, subd. 2, or 122A.60; the costs of curriculum development and programs; other in-service education; teachers' workshops; teacher conferences; substitute teachers for staff development purposes; and other staff development efforts determined by the site staff development team. Criteria used by the school district in awarding best practice staff development grants to sites include, but are not limited to, the following:

a. Grant application includes objectives which have a clear connection to the building/district staff development plan;

b. Grant application includes provisions for discussion, collaborating, informing, and coaching one another on an ongoing basis;

c. Grant application provides for ongoing assessment of professional practice and student performance; and

d. Grant application specifies best practices to be addressed.

3. The school district may retain 25 percent of the revenue to be used for district-wide staff development efforts.

B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs. This additional expenditure does not need to follow the allocation described in Part V A above.

C. Release time provided for teachers to supervise students on field trips and school activities or independent tasks not associated with enhancing teachers' knowledge and instructional skills, such as preparing report cards, calculating grades or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statute 127A.61.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

A. On an annual basis, the staff development district committee, with the assistance of the site staff development teams, shall prepare a projected budget setting forth proposals for allocating staff development funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.

B. Upon approval of the budget by the ~~s~~School ~~b~~Board, the advisory committee shall be responsible for monitoring the use of such funds in accordance with the staff development plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the staff development plan.

C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. REPORTING

A. Prior to ~~September~~ October 15 of each year, the school district shall prepare a report of the previous fiscal year's staff development results and expenditures and submit it to the commissioner of the department of ~~children, families and learning~~ education.

The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.

1. The report will include expenditures by the ~~s~~School ~~b~~Board for district-level activities and expenditures made by the

staff.

2. The report will provide a breakdown of expenditures for:

a. curriculum development and programs;

b. ~~in service education~~ staff development training models, workshops, and conferences; and

c. the cost of releasing teachers or substitute teachers for staff development purposes.

Within each of the foregoing categories, the school district will indicate on the report whether the expenditures were incurred at the district level or the school site level, and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the Uniform Financial Accounting and Reporting Standards (UFARS).

B. The school district will utilize the reporting form and/or system designated by the commissioner. The report wil be signed by the Superintendent and staff development chair.

Legal References:
Minnesota Statute 120A.41 (Length of School Year; Days of Instruction)
Minnesota Statute 120A.415 (Extended School Calendar)
Minnesota Statute 120B.22, Subd. 2 (Violence Prevention Education)
Minnesota Statute 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minnesota Statute 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class, Definitions - Additional Staff Development and Salary)
Minnesota Statute 122A.60 (Staff Development Program)
Minnesota Statute 122A.61 (Reserved Revenue for Staff Development)
Minnesota Statute 126C.10, Subd. 2 (Basic General Education Revenue)

Board Policies

School District Student Attendance

School Board Policy: 515

Section: 500 STUDENTS

Date Adopted: 8/26/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

A. The Moorhead School Board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent(s)/ ~~or~~ guardian(s), teacher(s) and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities.

1. Student's Responsibility

It is the student's responsibility to attend all assigned classes every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class. Finally, it is the student's responsibility to request any missed assignments due to an excused absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent(s)/ ~~or~~ guardian(s) to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

Parents(s)/guardian(s) must contact the school on the day of the student's absence. The school will attempt to contact the parent(s)/guardian(s) in the case of absences after 10:30 a.m.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent(s)/ ~~or~~ guardian(s) and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to oversee student attendance. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent(s)/ ~~or~~ guardian(s) of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

b. In accordance with the regulations of the Minnesota Department of Children, Families and Learning and the Minnesota Compulsory Instruction Law, Minnesota Statute 120A.22, the students of the school district are REQUIRED to attend all assigned classes every day school is in session, unless the student has completed the studies ordinarily required in the tenth grade and has elected not to enroll or has a valid excuse for absence.

B. Attendance Procedures.

Attendance procedures shall be presented to the ~~s~~School ~~b~~Board for review and approval.

1. Excused Absences

a. To be considered an excused absence the student's parent(s)/legal guardian(s) may be asked to verify in writing the reason for the student's absence from school.

~~a~~b. The following reasons shall be sufficient to constitute excused absences:

(1) Illness.

(a) A doctor's statement may be required after 3 or more consecutive absences ~~or excessive periodic absences due to illness~~.

(b) A doctor's statement may be required after 12 or more cumulative absences over a school year.

(2) Serious illness in the student's immediate family.

(3) A death in the student's immediate family or of a close friend or relative.

(4) Medical, ~~or~~ dental or orthodontic treatment, or counseling appointment.

(5) Court appearances occasioned by family or personal action.

(6) Religious instruction not to exceed three hours in any week.

(7) Physical emergency conditions such as fire, flood, storm, etc.

(8) Official school field trip or other school-sponsored outing.

(9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.

(10) Family emergencies.

(11) Active duty in any military branch of the United States.

(1~~0~~2) Other reasons that could be acknowledged are personal requests for absence made 24 hours in advance (e.g. legal appointments, travel, family vacations, job interviews, state tournaments and school activities). We encourage parent (s)/guardian(s) to hold these requests for absence to a minimum.

(1~~1~~3) Parent(s)/guardian(s) must call the school each day that a student will not be attending or send a note to school accounting for each day missed when the student returns to school. If the parent/guardian does not notify the school within 2 days of the student's return to school, the absence will remain unexcused.

(1~~2~~4) The administration will determine the legitimacy of all absences. A student has the right and obligation to make-up any work missed with full credit.

b. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) ~~For excused absences, a student shall be allowed two (2) school days for each absent day to~~ School work missed because of an excused absence must be made up within two days from the date of the student's return to school. This applies to school work assigned during the time period the student was absent from school. Any previously assigned work is due on the day of the student's return. The student will be required to make arrangements with the teacher to

make up any school work missed and receive a grade. A teacher may require additional assignments to compensate for any loss of class discussion and information.

(3) School work not turned in to a teacher within the two-day guidelines may result in the assignment received a lower grade or no credit. I~~N~~n the case of a prolonged (3 or more days) excused absence, the teacher and student~~s~~ should mutually agree upon a deadline. An administrator will mediate if mutual agreement is not reached.

(4) Student Activities: Students in school-sponsored activities should not assume that they have the right to an extended deadline for schoolwork.

(5) Advance Make-up: In the event that a student is aware they will be absent from school, either part of a day or all day, they are to make arrangements in advance by having their parent(s)/guardian(s) request the excuse by written note at least 24 hours in advance of the absence. The student then must present the Advance Make-up Slip to each teacher one (1) day prior to the date of absence.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student that was not approved by the parent(s)/guardian(s) and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.

(3) Work at home, including babysitting or running errands.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from cumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Missing the bus, car trouble, oversleeping, need for extra sleep, hair appointments, shopping, visiting friends, ~~job interview,~~ not returning to school following noon hour, leaving school ill without checking out with the ~~h~~Health ~~o~~Office, falsifying notes or explanations for absence, etc.

(7) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statute 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.

(3) On the third unexcused absence the student will be referred to a truancy intervention or counseling program. Once the referral has been made, attendance will be closely monitored, attendance contracts may be held and detention and ~~I~~in-~~S~~school ~~S~~suspension will be used to enforce school district policy.

C. Tardiness.

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Reporting Tardiness

a. Students tardy at the start of school must report to the school office for an admission slip.

b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

a. Illness;

b. Serious illness in the student's immediate family;

c. A death in the student's immediate family or of a close friend or relative;

d. Medical or dental treatment;

e. Court appearances occasioned by family or personal action;

f. Physical emergency conditions such as fire, flood, storm, etc;

g. Any tardiness for which an administrator or faculty member has excused the student in writing.

4. Unexcused Tardiness

a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

b. Students who accumulate truancy absences should, along with their parent(s)/guardian(s), be referred to the school counselor or social worker to try to eliminate those reasons for truancy.

5. Illness During School

a. All student who become ill during the school day, except in case of an emergency are to report to their regular classroom and then get a pass to the ~~h~~Health oOffice. Parent(s)/guardians(s) should be contracted and should make arrangements for the well being of the student. The school will not release a student to go home without a parent/guardian contact and arrangement made for release of the student into the care of the parent(s)/guardian(s) or approved others.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs.

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. Coaches and advisors will be advised of team members/students who have unexcused absences. When an unexcused absence is verified a student will not be permitted to participate in that day's extra-curricular activity(s) (e.g. practice, game, rehearsal, program, match, meet or performance) following notification of coach/advisor.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent(s)/ ~~or~~ guardian(s) clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

E. Homebound Instruction

a. A ~~S~~student who ~~are~~ is absent for 10 consecutive days ~~are~~ is eligible for homebound or hospital bound instruction. Authorization from a physician must be on file requesting the same. All requests for homebound instruction are to be directed to the ~~h~~Health ~~o~~Office and then to the ~~Special Education~~ Learner Support Office and can be initiated before the timelines are in effect.

III. DISSEMINATION OF POLICY

Copies of this policy shall be made available to all students and parents/guardians at the commencement of each school year. This policy shall also be available upon request in each ~~principal's~~ building administrator's office.

IV. REQUIRED REPORTING

A. Continuing Truant.

Minnesota Statute 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statute 120A.22 and is absent from instruction in a school, as defined in Minnesota Statute 120A.05, without valid excuse within a single school year for:

1. three days if the child is in elementary school; or

2. three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility.

When a student is initially classified as a continuing truant, Minnesota Statute 260A.03 provides that the designated school official shall notify the student's parent(s)/ ~~or~~ legal guardian(s), by first class mail or other reasonable means, of the following:

1. that the child is truant;

2. that the parent(s)/ ~~or~~ guardian(s) should notify the school if there is a valid excuse for the child's absences;

3. that the parent ~~or~~ /guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statute 120A.22 and parent(s)/ ~~or~~ guardian(s) who fail to meet this obligation may be subject to prosecution under Minnesota Statute 120A.34;

4. that this notification serves as the notification required by Minnesota Statute 120A.34;

5. that alternative educational programs and services may be available in the district;

6. that the parent ~~or~~ /guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. that if the child continues to be truant, the parent(s)/guardian(s) and child may be subject to juvenile court proceedings under Minnesota Statute Ch. 260;

8. that if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statute 260C.201; and

9. that it is recommended that the parent(s)/ ~~or~~ guardian(s) accompany the child to school and attend classes with the child for one day.

C. Habitual Truant.

1. A habitual truant is a child under the age of 16 years who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school, or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school.

2. A school district administrator or designe~~e~~ shall refer a habitual truant child and the child's parent(s)/ ~~or~~ legal guardian(s) to appropriate services and procedures, under Minnesota Statute Ch. 260A.

Legal References:
Minnesota Statute 120A.22 (Compulsory Instruction)
Minnesota Statute 120A.24 (Reporting)
Minnesota Statute 120A.26 (Enforcement and Prosecution)
Minnesota Statute 120A.28 (School Boards and Teachers, Duties)
Minnesota Statute 120A.30 (Attendance Officers)
Minnesota Statute 120A.34 (Violations; Penalties)

Minnesota Statute 121A.40 - 121A.56 (Pupil Fair Dismissal Act)
Minnesota Statute 260C.007, Subd. 19 (Habitual Truant Defined)
Minnesota Statute 260A.02 (Definitions)
Minnesota Statute 260A.03 (Notice to Parent or Guardian When Child is Continuing Truant)
Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7 (1978)
Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Board of Education, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross Reference:
Moorhead School Board Policy 551: Student Discipline

Board Policies

Student Discipline

School Board Policy: 551

Section: 500 STUDENTS

Date Adopted: 6/13/1989

Date Revised: 6/26/2006

Dates Reviewed: 7/28/1992
6/28/1994
6/8/1998
6/11/2001
5/13/2002
6/9/2003
6/14/2004
6/13/2005
6/26/2006

I. PURPOSE

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

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

II. G~~eneral~~ENERAL S~~tatement~~TATEMENT ~~of~~OF P~~olicy~~OLICY

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

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

III. RIGHTS AND RESPONSIBILITIES OF STUDENTS

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

A. RIGHTS OF STUDENTS
Every student has the right...

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. To expect authority to protect these rights.

B. RESPONSIBILITIES OF STUDENTS
Every student has the responsibility...

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

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

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

School Board.

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

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

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

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

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

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

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

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

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

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

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

~~H~~IV. SCHOOL AND COMMUNITY RESPONSIBILITIES

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

A. SCHOOL BOARD RESPONSIBILITIES

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

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

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

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

B. PARENT(S)/GUARDIAN(S) RESPONSIBILITIES

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

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

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

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

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

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

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

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

C. CENTRAL ADMINISTRATION RESPONSIBILITIES

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

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

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

4. To keep on file and annually disseminate up-to-date copies of the MAPS Discipline Handbook.

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

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

D. BUILDING ADMINISTRATOR RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. TEACHER RESPONSIBILITIES

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

2. To treat all students with dignity.

3. To recognize individual differences among students.

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

5. To inform parent(s)/guardian(s) through standardized notification of student deficiency.

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

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

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

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

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

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

F. ALL OTHER SCHOOL PERSONS WITH RESPONSIBILITY FOR STUDENT CONDUCT

1. To maintain discipline according to all rules and regulations as outlined in the MAPS Discipline Handbook and all building handbooks.

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

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

~~I~~V. DISCIPLINARY ACTION OPTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Referral to In-school Support Services - means support services provided by the school or district, for example, structured study time, counseling, etc.

~~8~~9. Suspension

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

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

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

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

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

(1) the parent(s)/guardian(s) requests a meeting;

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

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

(4) the removal constitutes a change of placement.

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

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

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

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

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

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

Suspension procedures:

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

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

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

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

~~9~~10. Expulsion or Exclusion - 1) "Expulsion" means a School Board action to prohibit an enrolled student from further attendance for up to 12 months from the date the pupil is expelled. The authority to expel rests with the School Board.

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

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

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

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

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

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

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

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

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

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

~~12)~~k. At a reasonable time prior to the hearing, the student, parent(s)/ ~~or~~ guardian(s), or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

~~13)~~l. The student, parent(s)/ ~~or~~ guardian(s), or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

~~14)~~m. The student, parent(s)/ ~~or~~ guardian(s), or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

~~15)~~n. The student cannot be compelled to testify in the dismissal proceedings.

~~16)~~o. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the School Board and served upon the parties within two (2) days after the close of the hearing.

~~17)~~p. The School Board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The School Board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The

decision by the School Board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

~~18)~~q. A party to an expulsion or exclusion decision made by the School Board may appeal the decision to the Commissioner within twenty-one (21) calendar days of School Board action pursuant to Minn. Stat. 121A.49. The decision of the School Board shall be implemented during the appeal to the Commissioner.

~~19)~~r. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

~~20)~~s. The school district shall report each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report shall include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The dismissal report must include state student identification numbers of affected students.

~~21)~~t. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent(s)/ ~~or~~ guardian(s) by mail of the student's right to attend and to be reinstated in the school district.

~~22)~~u. The school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

1~~0~~1. Alternative Program - "Alternative Program" means educational opportunities made available within the school district but possibly at a site different from a student's originally assigned school.

1~~1~~2. Referral to Learner Support Services - A student who has not been determined to be eligible for special education but is suspected of having a disability and in need of special education, may be referred to the Special Education Child Study Team at his/her school. If the student is evaluated and found to have a disability and also found to be a student in need of specialized instruction as identified in an IEP, the team will consider if a behavioral intervention plan or other behavioral supports are appropriate.

1~~2~~3. Referral to Juvenile Authorities or Police - If a student's misbehavior violates the law, juvenile authorities or police will be contacted by the building administrator or designated representative. Every reasonable attempt shall be made to notify parents/guardians at the same time juvenile authorities or police are called. If the officer indicates that he/she is arresting the pupil, with or without a warrant, that officer shall have complete jurisdiction and responsibility in the matter and the building administrator or designee shall not interfere with the student's removal from the building.

14. Restorative Discipline Measures:

a) Restorative Discipline is a type of discipline that seeks to restore damages made by the offending student. A reasonable followup to a destructive action may be to try to restore, replace, repair, cleanup or apologize, as the situation may dictate.

b) Restorative Justice is a process whereby all the parties with a stake in a particular offense come together to resolve collectively how to deal with the aftermath of the offense and its implications for the future. A restorative process consists of a face-to-face encounter in the presence of a trained facilitator. The affected parties are brought together by a facilitator to discuss how they and others have been harmed by the incident and how that harm might be repaired. Participants include the victim, the offender, individuals who support each of them and others who have been affected by the incident. Participation in the process is voluntary on the part of the victim or offender. This process is used in conjunction with the Clay County Restorative Justice Program.

1~~3~~5. Corporal Punishment

~~1~~a. "Corporal punishment" means conduct involving:

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

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

1~~4~~6. Use Reasonable Force

~~(1)~~a. A teacher or building administrator, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

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

VI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, building administrator or other school district officials may provide additional notification as deemed appropriate.

VII. STUDENT DISCIPLINE RECORDS

A. It is the policy of the school district that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. A student's formal disciplinary record will be transferred to any private or public school where a student is enrolling, or seeking to enroll full time or part time. The transmittal must confirm with the Family Educational Rights and Privacy Act (FERPA). A student's expulsion, withdrawal or transfer from a school resulting from a weapons violation may only be disclosed to another school district relating to the admission of the student, unless the information is otherwise public.

B. The school district must report, through the Minnesota Department of Education electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. The report must include a statement of alternative educational services given the student and the reason for the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include the state student identification numbers of affected students.

VIII. DISABLED STUDENTS

Students who are currently identified as disabled under IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 Plan specified a necessary modification.

~~VIII~~IX. STANDARDS OF CONDUCT

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

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

A. Willful violation of any rule of conduct specified in the discipline policy adopted by the School Board;

B. Willful conduct materially and substantially disrupting the rights of others to an education; and,

C. Willful conduct which endangers school district employees, the pupil or other pupils, or the property of the school.

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

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the ~~above-described~~ corrective actions in Section IV including detention, removal from class, in school suspension, out of school suspension, and restorative measures as fitting in a particular disciplinary situation.

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

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

(Continued)

Board Policies

Student Discipline (Continued)

School Board Policy: 551

Section: 500 STUDENTS

Date Adopted: 6/13/1989

Date Revised: 6/26/2006

Dates Reviewed: 7/28/1992
6/28/1994
6/8/1998
6/11/2001
5/13/2002
6/9/2003
6/14/2004
6/13/2005
6/26/2006

(Continued)

A. VIOLATIONS AGAINST PERSONS AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the ~~above-described~~ corrective actions in Section IV including detention, removal from class, in school suspension, out of school suspension, and restorative measures as fitting in a particular disciplinary situation.

1. ASSAULT - IN POSSESSION OF WEAPON: A student who threatens bodily harm or death to another without material physical contact while in possession of a weapon.
- Parent(s)/Guardian(s) notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.

2. ASSAULT - THREAT: A threat of bodily harm or death against another person, without material physical contact.
- Parent(s)/Guardian(s) conference
- Suspension

3. BULLYING: "Bullying" means any written, ~~or~~ verbal or electronic expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to one or more students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance.
- Student conference
- Parent(s)/Guardian(s) notification

4. DIRECT ATTACK ON ANOTHER PERSON -
Students in grades K-5:
- Parent(s)/Guardian(s) conference
-1-5 day suspension
Students in grades 6-12:
- Parent(s)/Guardian(s) conference
- 5-day suspension
- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.
- Notification of police.

5. DIRECT ATTACK WITH A WEAPON
- Parent(s)/Guardian(s) notification
- Immediate out-of-school suspension

- Confiscation of weapon
- Immediate notification of police
- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.

6. DISRESPECTFUL LANGUAGE: Disrespectful language directed toward another person. - Student conference

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

~~A~~a. Willful conduct that significantly disrupts the right of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
~~B~~b. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school; and
~~C~~c. Willful violation of any rule of conduct specified in the Discipline Handbook adopted by the School Board.
- Removal from class
- Parent(s)/Guardian(s)/Teacher conference prior to return
- Detention

8. FIGHTING: Fighting shall be characterized by a violent aggressive behavior by two or more individuals with the intent of inflicting physical harm upon one another and differentiated from "poking, pushing, shoving, or scuffling."
- Parent(s)/Guardian(s) conference
- Suspension

9. HARASSMENT: Harassment is participating in or conspiring with others to engage in harassing acts that injure, degrade, or disgrace other individuals. Harassment, whether willful or otherwise, includes offensive behavior relating to gender, religion, culture, disability, race, sexual orientation, and/or age.
- Student conference
- Detention
- Notification of parent(s)/ ~~or~~ guardian(s)
- Notification of Title IX Officer in cases of repeated sexual harassment.

10. HAZING: This means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization.
- Parent(s)/Guardian(s) conference
- Suspension

11. INTERFERENCE/OBSTRUCTION: "Interference" or "obstruction" means any action taken to attempt to prevent a staff member from exercising his or her legally assigned duties.
- Parent(s)/Guardian(s) conference
- Suspension

12. POSSESSION OF A WEAPON: "Possession" refers to having a weapon on one's person or in an area subject to one's control on school property or at a school activity.
- Parent(s)/Guardian(s) notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.

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

~~(B)~~b. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above

which are broken or nonfunctional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

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

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

13. VERBAL ABUSE: Verbal assaults, or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people.
- Parent(s)/Guardian(s) conference
- Suspension

B. VIOLATIONS AGAINST PROPERTY AND MINIMUM CORRECTIVE ACTIONS

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

1. ARSON: This is the intentional destruction or damage to any school building or property by means of fire or explosive.
- Immediate notification of legal authorities
- Suspension
- Parent(s)/Guardian(s) conference

2. FALSE FIRE ALARMS
- Immediate notification of legal authorities
- Suspension
- Parent(s)/Guardian(s) conference

3. ROBBERY OR EXTORTION: This refers to the obtaining of property from another person where his or her consent was induced by a use of force.
- Notification of legal authorities
- Suspension
- Parent(s)/Guardian(s) conference

4. THEFT: PERSONAL PROPERTY: This means the unauthorized taking of and/or the unauthorized possession of the property of another person.
- Notification of legal authorities
- Suspension
- Restitution
- Parent(s)/Guardian(s) conference

5. THEFT OR UNAUTHORIZED POSSESSION OF SCHOOL PROPERTY: This refers to the unauthorized taking of and/or the unauthorized possession of school property.
- Notification of legal authorities
- Suspension
- Restitution
- Parent(s)/Guardian(s) conference

6. UNAUTHORIZED USE OF SCHOOL PROPERTY FOR NON-SCHOOL ACTIVITIES
- Notification of legal authorities
- Parent(s)/Guardian(s) conference

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

- Notification of legal authorities
- Suspension
- Restitution
- Parent(s)/Guardian(s) conference

C. OTHER VIOLATIONS AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, administration retains the right to use any and all of the corrective actions as described in Section IV as fitting in a particular disciplinary situation.

1. ALCOHOL: This refers to the possession, use, or being under the influence of any alcoholic product while on the school grounds or at school sponsored activities.
- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent(s)/Guardian(s) conference
- Suspension from attending school-related activities as detailed below.

In addition, any student in possession, use or being under the influence of any alcoholic product while at a school-sponsored activity:

- 1st violation - The student will not be allowed to attend any school-sponsored activity for six (6) weeks,

- 2nd violation - The student will not be allowed to attend any school-sponsored activity for eight (8) weeks.

- 3rd violation - The student will not be allowed to attend any school-sponsored activity for the remainder of the school year.

(Note: Weeks are counted as calendar weeks.)

2. DANGEROUS DRUGS/CONTROLLED SUBSTANCES: This refers to the possession, sale, distribution, or use of any controlled substances as defined in Minnesota Statute 152.02 while on the school grounds or at school sponsored events.
- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent(s)/Guardian(s) conference
- Suspension from attending school-related activities as detailed below.

In addition, any student in possession, use or being under the influence of any alcoholic product while at a school-sponsored activity:

- 1st violation - The student will not be allowed to attend any school-sponsored activity for six (6) weeks,

- 2nd violation - The student will not be allowed to attend any school-sponsored activity for eight (8) weeks.

- 3rd violation - The student will not be allowed to attend any school-sponsored activity for the remainder of the school year.

(Note: Weeks are counted as calendar weeks.)

3. DISORDERLY CONDUCT: "Disorderly Conduct" refers to engaging in offensive, obscene, or abusive language or in boisterous and noisy conduct tending to arouse alarm, anger, or resentment in others.
- Student conference
- Parent(s)/Guardian(s) conference

4. GAMBLING: "Gambling" is defined as the playing of a game of chance for stakes.
- Student conference
- Parent(s)/Guardian(s) conference

5. TOBACCO - POSSESSION: Possession of any tobacco product by a student while on the school grounds or at school-sponsored events.
- Referral to legal authorities
- Parent(s)/Guardian(s) conference

6. TOBACCO - USE: This is defined as the use of any type of tobacco product, chewing, holding a lighted tobacco product, or exhaling smoke from the mouth or nose on school property or at school-sponsored activities.
- Referral to legal authorities
- Parent(s)/Guardian(s) conference

D. VIOLATIONS AGAINST SCHOOL ADMINISTRATIVE PROCEDURE AND MINIMUM CORRECTIVE ACTIONS

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

1. CHRONIC AND UNEXCUSED ABSENTEEISM
- Parent(s)/Guardian(s)/Student Conference
- Detention
- Referral to Truancy Intervention Progam

2. CONTINUAL WILLFUL DISOBEDIENCE: "Continual Willful Disobedience" means repeated refusal to follow school rules and regulations after conference resulting from the first violation.
- Suspension
- Parent(s)/Guardian(s) conference

3. DANGEROUS AND NUISANCE ARTICLES: A "Dangerous or Nuisance Article" is any article that, in the opinion of the school staff, ~~is dangerous or distracting~~ may create danger, disturbance or may interfere with the normal conduct of the school. These devices may include but are not limited to: water guns, beepers, electronic games, and laser lights.
- Confiscation
- Student conference

4. DEFIANCE OF AUTHORITY: This is defined as willful refusal to follow the legal direction/order given by a staff member.
- Suspension
- Parent(s)/Guardian(s) conference

5. ELECTRONIC NETWORK ACCEPTABLE USE: This applies to the use and access to the school district computer system and safe use of the Internet, including electronic communications. The use of this resource is a privilege and not a right. The district may suspend or revoke a student's access to the electronic resources network if district policies for procedures have been violated.
-Parent(s)/Guardian(s) conference

~~5~~6. LEAVING THE SCHOOL GROUNDS: This applies to leaving the school grounds during school hours without the proper clearance.
- Student conference
- Detention

~~6~~7. MISBEHAVIOR ON SCHOOL BUS
Elementary (K-5)
1st offense -- Warning
2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 10 day suspension from riding the bus/meeting with parent(s)guardian(s).
Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

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

Middle School and Secondary (6-12)
1st offense -- Warning
2nd offense -- 5 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
3rd offense -- 10 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
4th offense -- 20 day suspension from riding the bus/meeting with parent(s)/guardian(s).
5th offense -- Suspended from riding the bus for the remainder of the school year.

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

8. PERSONAL ELECTRONIC DEVICES (PEDs): Personal electronic devices include all electronic communication and entertainment devices that can be used by an individual that includes phones, cameras, music players, calculators, electronic games, video players, computers, and personal digital assistants.
1) The district shall not be liable for the loss, damage or misuse of any electronic device brought to school.
2) PEDs may not be attached to the school network with a wired or wireless connection.
3) Any PED that has the capability to take photographs or record video or audio shall not be used in restrooms, locker rooms or any other area that privacy is assumed.
4) PEDs may be used in designated areas during school hours. The building administration will determine the designated common areas. Those areas will be indicated by signage and outlined in the school handbook.
5) PEDs may only be used in the classroom with teacher approval.
6) PEDs are also governed by other district policies (e.g. harassment, copyright, acceptable use).
- student conference
- confiscation

~~7~~9. RECORD AND IDENTIFICATION FORGERY: This category includes falsifying signatures or data as well as refusal to give proper identification when requested to do so by a staff member.
- Parent(s)/Guardian(s) conference
- Detention

~~8~~10. SEVERE MISBEHAVIOR OR CONTINUED DISORDERLY CONDUCT ON SCHOOL BUS
- Denial of transportation on school bus according to district policy

~~9~~11. STUDENT ATTIRE: This refers to student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership.
- Student conference

1~~0~~2. TRESPASSING: This refers to persons physically present on a school campus or at a school activity after being requested to leave by the building administrator or other person lawfully responsible for the control of said premises.
- Warning
- Referral to legal authorities
- Parent(s)/Guardian(s) conference

1~~1~~3. WILLFUL DISOBEDIENCE: "Willful Disobedience" is defined as any refusal to follow published school rules and regulations.
- Student conference

~~I~~X. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Options Program (Minn. Stat. 124D.03) or Enrollment in Nonresident District (Minn. Stat. 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of sixteen (16) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XI. DISTRIBUTION OF POLICY

The MAPS Discipline Handbook is distributed to all students at the beginning of each school year and to all new students and parent(s)/guardian(s) upon enrollment. This policy shall also be available upon request in each building administrator's office and the district Web site (www.moorhead.k12.mn.us).

XII. REVIEW OF THE POLICY

The building administrator or other person having general control and supervision of the school, and representatives of parents/guardians, students and staff in a school building shall confer at least annually to review the discipline policy and to assess whether the policy has been enforced. The Moorhead School Board must conduct an annual review of the districtwide discipline policy.

Legal References:
Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)
Minnesota Statute 120B.02 (Educational Expectations for Minnesota~~'s~~ Students)
Minnesota Statute 120B.232 (Character Development Education)
~~Minnesota Statute 121A.03 (Sexual, Religious and Racial Harassment and Violence)~~
~~Minnesota Statute 121A.05 (Referral to Police)~~
~~Minnesota Statute 121A.25-121A.29 (Chemical Abuse)~~
Minnesota Statue 121A.26 (School Preassessment Teams)
Minnesota Statute 121A.27 (School and Community Advisory Team)
Minnesota Statute 121A.29 (Reporting; Chemical Abuse)
Minnesota Statute Sections 121A.40 to 121A.56 (~~The~~ Pupil Fair Dismissal Act)
Minnesota Statute 121A.575 (Alternatives to Pupil Suspension)
Minnesota Statute 121A.582 (Reasonable Force)
Minnesota Statute 121A.60-121A.61 (Removal From Class)
~~Minnesota Statute 121A.44 (Expulsion for Possession of Firearm)~~
~~Minnesota Statute 121A.69 (Hazing Policy)~~
Minnesota Statute 123A.05 (Area Learning Center Organization)
Minnesota Statute 124D.03 (Enrollment Options Program)
Minnesota Statute 124D.08 (~~School Boards' Approval to Enroll in Nonresident District~~ Enrollment in Nonresident District)
~~Minnesota Statute 152.02 (Schedules of Controlled Substances; Administration of Chapter~~)
Minnesota Statute Chapter 125A (Students With Disabilities)
Minnesota Statute Chapter 260A (Truancy)
Minnesota Statute Chapter 260C (Juvenile Court Act)
~~Minnesota Statute 609.605 (Trespass)~~
~~Minnesota Statute 609.02, Subd. 6 (Definition of Dangerous Weapon)~~
~~20 U.S.C. Sec. 1232g et. seq. (Family Educational Rights and Privacy Act (FERPA))~~
20 U.S.C. 1401-1487 ~~et. seq.~~ (Individuals with Disabilities Education Improvement Act ~~(IDEA)~~ of 2004)
~~20 U.S.C. 7101-7144 (Safe and Drug Free Schools and Communities Act)~~
~~34 C.F.R. Secs. 99.1-99.67 (Family Educational Rights and Privacy)~~
~~41 U.S.C. 701-707 (Drug-Free Workplace Act)~~
~~No Child Left Behind Act, Section 4141~~
29 U.S.C. 794 et seq. (Rehabilitation Act of 1973, 504)

Cross References:
Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 515: School District Student Attendance
Moorhead School Board Policy 552: Corporal Punishment

Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 571: Hazing Prohibition
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 573: Tobacco-Free Environment
Moorhead School Board Policy 574: Search of Student Lockers, Desks, Personal Possessions, and Student's Person
Moorhead School Board Policy 575: Student Use and Parking of Motor Vehicles, Patrols, Inspections and Searches
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy
Moorhead School Board Policy 577: Student Dress and Appearance
Moorhead School Board Policy 578: Bullying Prohibition
Moorhead School Board Policy 721: Student Transportation Safety
Moorhead School Board Policy 730: School District Copyright Policy
Moorhead School Board Policy 731: Moorhead Public Schools Electronic Network Acceptable Use and Safety ~~Policy~~

Board Policies

Student Dress and Appearance

School Board Policy: 577

Section: 500 STUDENTS

Date Adopted: 8/11/2003

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to enhance the education of Moorhead Area Public School K-12 students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of Moorhead Area Public Schools to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent (s)/ ~~or~~ guardian(s).

B. Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the weather.
2. Clothing that does not create a health or safety hazard.
3. Clothing appropriate for the activity (i.e., physical education or the classroom).

C. Inappropriate clothing includes, but is not limited to, the following:

1. "Short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.
2. Clothing bearing a message that is lewd, vulgar, or obscene.
3. Apparel promoting products or activities that are illegal for use by minors.
4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in Moorhead School Board Policy 570: Prohibition of Harassment and Violence.

Any apparel or footwear that would damage school property.

Hats or head coverings are not allowed in the building except with the approval of the building ~~principal~~ administrator (i.e., student undergoing chemotherapy; medical situations, religious purposes, class outside the building).

E. It is not the intention of this policy to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane or do not advocate violence or harassment against others.

F. "Gang," as defined in this policy, means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the

student will be directed to make modifications or will be sent home for the day. Parent(s)/guardian(s) will be notified.

B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parent(s)/guardian(s).

C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References:
U. S. Const., Amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
Stephenson v. Davenport Community School District, 110 F.3d 1303 (8th Cir. 1997)
Harper v. Poway Unified School District, 445 F.3d 1166 (9th Cir. 2006)
Hicks v. Halifax County Board of Educ., No. 98-CV-981-BR (E.D.N.C. 1999)
McIntire v. Bethel School, I.S.D. No. 3, 804 F. Supp. 1415, 78 Educ. L.Rep. 828 (W.D. Okla. 1992)
Olesen v. Board of Educ. of Sch. Dist. No. 228, 676 F. Supp. 822, 44 Educ. L. Rep. 205 (N.D. Ill. 1987)

Cross References:
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 551: Student Discipline

Board Policies

Special Education Programs

School Board Policy: 602

Section: 600 EDUCATION PROGRAMS

Date Adopted: 8/26/2002

Date Revised: 6/9/2003

Dates Reviewed: 6/9/2003

I. PURPOSE

The purpose of this policy is to set forth the position of the Moorhead Area Public Schools on the need for special educational services on the part of some students in the Moorhead Area Public Schools.

II. GENERAL STATEMENT OF POLICY

The Moorhead Area Public Schools recognizes that some students need special education ~~needs exist on the part of some students~~ and recognizes the importance of providing a free appropriate public education and delivery system for students in need of special education.

III. RESPONSIBILITIES

A. The Moorhead Area Public Schools accepts its responsibility to identify, evaluate and provide special instruction and related services for ~~disabled~~ children with disabilities who are properly the responsibility of the Moorhead Area Public Schools and who meet the criteria to qualify for special instruction and related services as set forth in Minnesota and federal law.

B. The Moorhead Area Public Schools shall ensure that all qualified disabled children are provided the ~~specialized instruction~~ special education and related services which are appropriate to their educational needs.

C. ~~It shall be the ultimate responsibility of the superintendent to see to the development of the administrative procedures and practices necessary to deliver the appropriate special education services.~~

~~D.~~ When such services require or result from interagency cooperation, the Moorhead Area Public Schools shall participate in such ~~processes~~ interagency activities in compliance with applicable state and federal laws.

Legal References:
Minnesota Statute 124D.03 (Enrollment Options Program)
Minnesota Statute ~~125A.01~~ and 125A.02 (Definition of a Child with a Disability)
~~Minnesota Statute 125A.01 and 125A.02 (Children with a Disability)~~
Minnesota Statute 125A.027, 125A.03, 125A.08, 125A.15, and 125A.29 (District Obligations)
29 U.S.C. 794 et seq. (504 of Rehabilitation Act of 1973)
20 U.S.C. 140~~1~~0 et seq. (IDEA, Individuals with Disabilities Education Improvement Act of 2004)

Cross References:
Moorhead School Board Policy 502: Student Disability Nondiscrimination
Moorhead School Board Policy 511: Enrollment of Nonresident Students
Moorhead School Board Policy 604: Extended School Year for ~~Certain~~ Students with Individualized Education P~~lan~~rograms

Board Policies

School District System Accountability

School Board Policy: 650

Section: 600 EDUCATION PROGRAMS

Date Adopted: 8/26/2002

Date Revised: 6/13/2005

Dates Reviewed: 11/10/2003
6/13/2005

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding implementation of the Minnesota Academic Standards and the No Child Left Behind Act.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota Academic Standards and No Child Left Behind Act will require a new level of accountability for the Moorhead Area Public Schools. Moorhead Area Public Schools has established a system to transition from the former graduation requirements of the Profile of Learning to the new graduation requirements of the Minnesota Academic Standards. The school district also will establish a system to review and improve instruction, curriculum and assessment which will include substantial input by students, parents or guardians and local community members. The school district is accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. "Course credit" is equivalent to a student successfully completing an academic year of study or a student mastering the applicable subject matter as determined by the school district.

B. "Graduation Standards" means the course credit requirements and Profile of Learning content standards or Minnesota Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.

C. "Profile of Learning" means content standards formerly required for a high school diploma prior to the 2003-2004 school year.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals.

1. The Moorhead ~~s~~School ~~b~~Board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and the No Child Left Behind Act. The broad goals shall be reviewed annually and approved by the ~~s~~School ~~b~~Board. The ~~s~~School ~~b~~Board shall adopt annual goals based on the recommendations of the Instruction and Curriculum Advisory Committee (ICAC).

2. The improvement goals should address recommendations identified through the advisory committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum

Incorporated in the process is the analysis of the school district's progress toward implementation of the Minnesota Academic Standards (Administrative Procedure 650.1).

1. By October of each year, the ICAC will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The ICAC, working in cooperation with other committees of the school district [Technology, Grade Level, Curriculum and Assessment ~~c~~Committees, etc.,] will provide active community participation in:

a. reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Graduation Standards;

b. identifying annual instruction and curriculum improvement goals for recommendation to the ~~s~~School ~~b~~Board;

c. making recommendations regarding the evaluation process that is used to measure school district progress toward its goals;

d. making recommendations regarding the development of the "Annual Report on Curriculum, Instruction and Student ~~Performance~~ Achievement."

3. The ICAC shall meet the following criteria:

a. The advisory committee shall ensure active community participation in all planning for instruction and curriculum affecting graduation standards.

b. The advisory committee shall make recommendations to the ~~s~~School ~~b~~Board on school district-wide standards, assessments and program evaluation.

c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

d. A local process shall be used for developing a plan for assessment of student progress toward the academic standards as well as program evaluation data for use by the advisory committee in the instruction and curriculum review process. This plan shall annually be approved by the ~~s~~School ~~b~~Board.

4. The advisory committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community. Included in its membership should be:

a. Assistant Superintendent for Teaching and Learning

b. Principal

c. School Board Member, ~~r~~Representative and ~~a~~Alternate

d. Two Student Representatives

e. Elementary Teacher, Secondary Teacher, Special Education Teacher, and Teacher representing Gifted and Talented

f. Two ~~p~~Parents from each ~~s~~School

g. Two rRepresentatives of ~~s~~Senior ~~c~~Citizens

h. Two ~~r~~Representatives of ~~h~~Higher ~~e~~Education

i. Representatives from the ~~m~~Minority ~~c~~Community

j. One ~~c~~Clergy ~~r~~Representative

5. The advisory committee shall meet monthly each year and follow timeline each year:

September: Organizational meeting of the committee to review the authorizing legislation and the roles and responsibilities of the committee as determined by the ~~s~~School ~~b~~Board.

October: Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

November, December: Review evaluation results and prepare recommendations.

December: Present recommendations to the ~~s~~School ~~b~~Board for its input and approval.

September: Provide direction to and review "Annual Report on Curriculum, Instruction and Student ~~Performance~~ Achievement."

C. Reporting.

~~1.~~ An "Annual Report on Curriculum, Instruction and Student ~~Performance~~ Achievement" shall be approved by the ~~s~~School ~~b~~Board by October 1 ~~and distributed to the public~~ of each year. The reports shall be published in the newspaper with the largest circulation in the district, by mail or by electronic means such as the school distict Web site. If electronic means are used, the school district must publish notice of the report in a periodical of general circulation in the district. The school district must make copies of the report available to the public on request. A copy shall be sent to the Commissioner by October 15th of each year. The public report shall include, but not be limited to, the following:

~~a~~1. Student ~~performance~~ achievement goals for meeting the ~~graduation~~ state academic standards;

~~b~~2. Result of local assessment data, including all data required by Minnesota Rule, Part 3501.0160;

~~c~~3. School district improvement plans including staff development goals;

~~d~~4. Progress on previous improvement plans;

~~e~~5. Amount and type of revenue attributed to each educational site as defined in Minnesota Statutes 123B.04;

~~f~~6. Names of advisory committee members, dates their terms expire, method of selection and application dates;

~~g~~7. Periodic reports on constituencies' satisfaction with schools;

~~h~~8. Biennial evaluations of the school district testing program according to the following:~~:~~

a. written objectives of the assessment program;

b. names of tests and grade levels tested;

c. use of test results; and

d. student achievement results compared to previous years.

Legal References:
Minnesota Statute 120B.02 (Educational Expectations for Minnesota's Students)
Minnesota Statute 120B.11 (School District Process)
Minnesota Statute 120B.35 (Student Achievement Levels)
Minnesota Statute 123B.04 (Site Decision Making Agreement)
Minnesota Rule Parts 3501.0010 - 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)
Minnesota Rule Parts 3501.0200 - 3501.0290 (Rules Relating to Graduation Standards - Written Composition)
Minnesota Rules Part 3501-0160 (District Reporting Requirements)
Minnesota Rules Parts 3501.0505- 5501.0635 (K-12 Standards)
20 U.S.C. 6301, et seq. (No Child Left Behind Act)

Cross References:
Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee
Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools

Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation ~~Requirements~~ Policy
Moorhead School Board Policy 652: Staff Development for Minnesota Academic Standards and the No Child Left Behind Act
Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards
~~Moorhead School Board Policy 654: Record Keeping/Reporting/Advising of Student Achievement~~
Moorhead School Board Policy 656: Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students
Moorhead School Board Policy 660: Moorhead Area Public School District State Mandated Testing Plan and Procedure

Board Policies

Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students

School Board Policy: 656

Section: 600 EDUCATION PROGRAMS

Date Adopted: 8/26/2002

Date Revised: 5/9/2005

Dates Reviewed: 3/8/2004
5/9/2005

Title revision: Basic ~~Skills~~ Standards Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having an Individualized Education Program (IEP), Section 504 Accommodation, or Limited English Proficiency (LEP) needs to meet the graduation requirements of basic ~~skills~~ standards testing.

II. GENERAL STATEMENT OF POLICY

A. The Moorhead Area Public Schools will utilize the existing annual review of IEPs or Section 504 Accommodation Plans to review, on a case-by-case basis, the extent of student participation in basic ~~skills~~ standards testing.

B. Students with LEP needs must be identified and accommodations made.

III. DEFINITION OF TERMS

~~See Administrative Procedure 656.1 "Basic Skills Testing Accommodations and Modifications" for students with IEPs and 504 Plans and "Basic Skills Testing with Limited English Proficiency."~~ See the "Procedures Manual for the Minnesota Assessments 2006-07" document which can be found on the Minnesota Department of Education's Web site at: http://education.state.mn.us/mde/static/2011664.pdf.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR BASIC STANDARDS TESTING

~~See Administrative Procedure 656.1 "Basic Skills Testing Accommodations and Modifications" for students with IEPs and 504 Plans and "Basic Skills Testing with Limited English Proficiency."~~ See the "Guidelines for Accommodations in the Minnesota Assessment System" document which can be found on the Minnesota Department of Education's Web site at: http://education.state.mn.us/mde/static/000782.pdf.

V. RECORDS

~~For all students with special situations - After results have been obtained from any basic skills testing in grade nine and beyond, a report will be sent to the child study facilitator and counselors for their review and discussion at a team meeting to determine whether modification and remediation efforts are necessary. As students enter the Moorhead School District from other districts, the state records will be reviewed by the guidance staff and special education staff as appropriate to consider testing opportunities, remediation, and waivers for special situations.~~

All accommodations shall be determined through the child study process and/or the counseling department. A process will be arranged for collection of the the accommodation, modification, or exemption data in the fall of the school year. All test accommodations, modifications, or exemptions shall be reported to the Assistant Superintendent for Teaching and Learning. The Assistant Superintendent for Teaching and Learning shall be responsible for keeping a list of all such test accommodations, modifications and exemptions for school district audit purposes. This will be done annually by December 1. Testing results will be documented and reported.

Legal References:
Minnesota Statute 120B.11 (School District Process)
Minnesota Statute 120B.30 (Statewide Testing and Reporting System)
Minnesota Rule Parts 3501.0010 - 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)
Minnesota Rule Parts 3501.0200 - 3501.0290 (Rules Relating to Graduation Standards - Written Composition)
Minnesota Rule Parts 3501.0505 - 3501.0635 (K-12 Standards)

Cross References:
Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy
Moorhead School Board Policy 650: School District System Accountability
Moorhead School Board Policy 660: Moorhead Area Public School District State Mandated Testing Plan and Procedure

Board Policies

Moorhead Area Public School District State Mandated Testing Plan and Procedure

School Board Policy: 660

Section: 600 EDUCATION PROGRAMS

Date Adopted: 8/26/2002

Date Revised: 5/9/2005

Dates Reviewed: 4/12/2004
5/9/2005

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DUTIES OF SCHOOL DISTRICT TEST ADMINISTRATOR

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

A. The graduation requirements;

B. The number of opportunities a student shall have to retake tests of basic ~~skills~~ standards during each year;

C. The opportunities for remediation for a student who has not passed tests of basic ~~skills~~ standards;

D. The process for requesting an additional testing opportunity and accommodations for a senior who has met all other graduation requirements but has not passed one or more basic ~~skills~~ standards tests;

E. The process for appealing the school district's response to requests in item C;

F. The method to report breaches in test security procedures to the school district and the Department; and

G. Procedures for meeting the needs of Limited English Proficient students, students who require an Individualized Education Program (IEP) or students who require Section 504 Accommodation.

IV. TEST SECURITY

A. Security Requirements. When administering tests for the basic ~~skills~~ standards, the school district shall observe the following test security measures in addition to any requirements imposed by the Minnesota Department of Education:

1. All test booklets, answer sheets, and test materials shall be placed in locked storage before and after the test administration;

2. The tests, testing materials, and answer sheets are nonpublic data under Minn. Stat. 13.34;

3. No copies of test booklets or answer sheets shall be made; and

4. The school district shall report any violations of test security to the Department. The Department shall receive reports of violations of test security from anyone with knowledge of such an incident.

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

1. The invalidation of test scores if a violation is found to justify serious questions about the integrity of the results of the test administration; or

2. Other reasonable sanctions that are necessary to preserve the security and confidentiality of future tests and test administrations.

See Administrative Procedure 660.1 for test security procedures.

V. SCHOOL DISTRICT REPORTING TO THE DEPARTMENT AND PUBLIC

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

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

C. The reports required above shall include:

1. The number of students enrolled at each grade level 9 through 12 according to the end of the year Minnesota Automated Reporting Student System (MARSS) report;

2. The number of students at each grade level 9 through 12 passing each basic standard at the state standards level;

3. The number of students at each grade level 9 through 12 passing each basic standard at an individualized level under an IEP or a Section 504 Accommodation Plan;

4. The number of students at each grade level 9 through 12 passing tests in each basic standard with tests that have been translated into a language other than English;

5. The number of students at each grade level 9 through 12 exempt from testing in each basic standard; and

6. For grade 12 of the previous year only, the number of students currently denied a high school diploma because of not passing the state standard for a basic standard when all other graduation requirements have been met.

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

VI. REQUIRED DOCUMENTATION FOR PROGRAM AUDIT

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

A. Required notifications to parents/guardians and students meet the requirements of Minnesota Rules, Part 3501.0120;

B. Required student records meet the requirements of Minnesota Rules, Part 3501.0130;

C. The school district's process for additional testing of students meets the requirements of Minnesota Rules, Part 3501.0050;

D. Test security procedures comply with Minnesota Rules, Part 3501.0150;

E. The school district's decisions regarding testing accommodations, modifications, and granting exemptions are in compliance with Minnesota Rules, Parts 3501.0090 and 3501.0100;

F. The school district's curriculum and instruction provides appropriate learning opportunities in the standards in compliance with Minnesota Rules, Part 3501.0110;

G. Remediation plans for students are on file consistent with Minnesota Rules, Part 3501.0110;

H. The basic ~~skills~~ standards test administration plan complies with Minnesota Rules, Part 3501.0140, subpart 2;

I. The documentation for students granted accommodations or exempted from testing complies with Minnesota Rules, Part 3501.0090;

J. The assessments and documentation of performance for students granted modifications of statewide standards comply with Minnesota Rules, Part 3501.0090, subpart 2, item C; and

K. The school district's process for testing considerations for LEP students complies with Minnesota Rules, Part 3501.0100.

VII. REQUIRED NOTIFICATION TO PARENTS AND STUDENTS

A. Written Notice. The school district shall establish and maintain a system to provide written notice to parent (s)/guardian(s) and students about graduation requirements.

B. Notice of Graduation Requirements. No later than thirty (30) working days after the date of the entrance into the 9th grade or transfer of a student into the school district during or after 9th grade, the school district shall provide to the parent(s)/guardian(s) and the student written notice of:

1. The graduation requirements; and

2. The grade in which the student shall have the first opportunity to take a test in basic ~~skills~~ standards.

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

1. Basic ~~skills~~ standards test results; and

2. Consistent with Minnesota Rules, Part 3501.0050, subpart 3, if the student is in the graduating year:

a. The process by which a parent(s)/guardian(s) or student can request additional testing and testing accommodations after April 1; and

b. The process by which a parent(s)/guardian(s) or student can appeal the school district's decision if additional testing or testing accommodation is denied.

D. Notice Pertaining to Adequate Yearly Progress. If the school district is proposed for identification for school improvement for corrective action, or for restructuring by the Minnesota Department of Education, the school district shall provide to parent(s)/guardian(s) of students in the school district sufficiently detailed summary data of its academic assessments or other academic indicators to review to determine whether the school is making adequate yearly progress to appeal the Department's proposal under Public Law 107-110, Section 1116(D)(2).

VIII. STUDENT RECORD KEEPING

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

1. The basic ~~skills~~ standards tests taken; and

2. The results of the most recent basic ~~skills~~ standards tests given.

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

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

2. "Pass-individual level" shall be noted on the record of a student who passes a basic ~~skills~~ standards test with a

modification established in the IEP or Section 504 Accommodation Plan in accordance with Minnesota Rules, Part 3501.0090.

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

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

Legal References:
Minnesota Statute 13.34 (Examination Data)
Minnesota Statute 120B.11 (School District Process)
Minnesota Statute 120B.36 Subd. 2 (Adequate Yearly Progress)
Minnesota Statute 123B.143, Subd. 1 (Superintendent)
Minnesota Statute 123B.30 (Statewide Testing and Reporting System)
Minnesota Rule Parts 3501.0010 - 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)
Minnesota Rule Parts 3501.0200 - 3501.0290 (Rules Relating to Graduation Standards - Written Composition)

Cross References:
Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy
Moorhead School Board Policy 650: School District System Accountability
Moorhead School Board Policy 656: Basic ~~Skills~~ Standards Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students

Board Policies

Student Transportation Eligibility Guidelines

School Board Policy: 720

Section: 100 SCHOOL DISTRICT

Date Adopted: 10/31/1981

Date Revised: 10/10/2005

Dates Reviewed: 4/25/1989
1/14/1992
5/11/1998
1/27/2003
10/10/2005

I. PURPOSE

Moorhead Area Public Schools will provide regular school day transportation, to and from, to students who reside within the school district boundaries and meet the following criteria:

A. Kindergarten through grade 12 students, who reside one (1) mile or more from the building to which the school district assigns the student;

B. Students who must cross or use an area identified as being an extraordinary traffic hazard to and from school (refer to eligibility guidelines);

C. Kindergarten students who live .5 mile or more from the building to which they are assigned will receive noon transportation services...morning and afternoon service will follow the same guidelines as other elementary students. Students may be assigned to either morning or afternoon kindergarten as class sizes dictate.

II. ELIGIBILITY GUIDELINES

A. The following will be used as guidelines for reviewing and developing school bus transportation for the Moorhead Area Public Schools. (Refer to Administrative Policy 720.1.)

Recommended maximum walking distances to bus stops:

Grade Level Distance to Stop
K - 5 .15 mile (1-2 blocks)
6 - 8 .3 mile (4-5 blocks)
9 - 12 .5 mile (6-7 blocks)

These are recommended distances to bus stops and will not be possible in all areas of the school district.

B. ~~Hazardous crossings or walking areas in the Moorhead Area Public Schools are only those which lie within the normal walk zone (one (1) mile walking distance) for the specific schools.~~ Regular school day transportation services will be provided within the normal walk zone (one (1) mile walking distance) of a specific school if it is determined that a hazardous crossing or walking area exists. The following are determined to be hazardous crossing or walking areas:

~~a~~1. Robert Asp Elementary School:
*1st Avenue North - This is a high volume traffic area and is a primary vehicle access to Minnesota Hwy 10.

~~b~~2. Park Christian School:
*1st Avenue North - Same rationale as for transportation to Robert Asp Elementary.
*Hwy 75 - This is a state highway which does not have appropriate sidewalks or crossing signals.

~~c~~3. Ellen Hopkins Elementary School:
*8th Street South - This state highway does have walk/do not walk signals; however, this is a very busy and hazardous crossing for students in K-5 grades.

~~d~~4. S.G. Reinertsen Elementary School:
*8th Street South/Highway 75 South
~~*40th Avenue South - This roadway is a high traffic area and has no pedestrian crossing areas appropriate for K-5 students.~~

~~e~~5. St. Joseph School:
*8th Street South
*Main Avenue South

~~f~~6. Horizon Middle School:

~~g~~7. Moorhead High School:
*Hwy 75 North of Hwy 10 - This highway has no sidewalks or pedestrian crossing areas.

8. Any areas as determined by the Superintendent as hazardous where new development is occurring.

C. Hazardous Areas Near Schools - Student or adult crossing guards will be identified by the Director of Transportation in consultation with the building ~~principal~~ administrator.

D. Service to Private Roads - Buses being used to serve Moorhead Area Public Schools' students will not be allowed to use private drives except for handicapped transportation vehicles whose students cannot walk to a regular bus stop and regular transportation vehicles with specific approval from the Director of Transportation.

E. Transportation to Alternate Addresses - Moorhead Area Public Schools will accept responsibility for one AM address and one PM address for a child. If a parent wishes to have a daycare site as the regular stop for their child, that stop must be the same every day. Any changes in bus stop will require a five (5) day written notice to the Transportation Office. The new address must be for a permanent change. Emergency address changes must be approved by the building administrator and will not be accepted by the Transportation Office or the bus driver.

F. Authorized Riders - Moorhead Area Public Schools' bus drivers will only accept passengers assigned to the route. Students who will be attending parties, non-school classes or meetings, etc. will not be accepted as passengers on school routes. Building administrators may provide temporary authorization to students for emergencies if space is available on the school bus.

Legal Reference:
Minnesota Statute 123B.88 (Independent School Districts; Transportation)

Cross Reference:
Moorhead School Board Policy 721: Student Transportation Safety
Moorhead School Board Policy 514: Students in Homeless Situations

Board Policies

Student Transportation Safety

School Board Policy: 721

Section: 100 SCHOOL DISTRICT

Date Adopted: 10/10/1994

Date Revised: 12/12/2005

Dates Reviewed: 5/14/2001
6/14/2004
12/12/2005

I. PURPOSE

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

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week.

School bus safety week will coincide with the National School Bus Safety Week.

B. Student Training.

1. The Moorhead Area Public School District shall provide students enrolled in grades kindergarten through 10 with age-appropriate school bus safety training of the following concepts:

a~~)~~. Transportation by school bus is a privilege not a right;
b~~)~~. District policies for student conduct and school bus safety;
c~~)~~. Appropriate conduct while on the bus;
d~~)~~. The danger zones surrounding a school bus;
e~~)~~. Procedures for safely boarding and leaving a school bus;
f~~)~~. Procedures for safe vehicle lane crossings; and
g~~)~~. School bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first week of school must receive the school bus safety training by the end of the third week of school. All students in grade 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training ~~in grades K through 5~~. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four weeks of their first day of attendance.

3. The Moorhead Area Public School District and nonpublic schools with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes and other s~~S~~tudents in grades 9 and 10 must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus.

5. The Moorhead Area Public School District and nonpublic schools with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

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

~~6~~7. The Moorhead Area Public School District may provide kindergarten students with school bus safety training

before the first day of school.

~~7~~8. The Moorhead Area Public School District may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.

~~8~~9. The Moorhead Area Public School District shall adopt and make available for public review a curriculum for transportation safety education.

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

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

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

The building administrator or designee is responsible for imposing consequences for misconduct on the school bus or at bus stops. In addition, all school bus/bus stop misconduct will be reported to the district's transportation safety director. Serious misconduct ~~will be reported to the Minnesota Department of Public Safety and~~ may be reported to local law enforcement.

~~A~~1. School Bus and Bus Stop Rules.

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

~~B~~2. Rules at the Bus Stop.

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

~~2~~b. Respect the property of others while waiting at your bus stop.

~~3~~c. Keep your arms, legs and belongings to yourself.

~~4~~d. Use appropriate language.

~~5~~e. Stay away from the street, road or highway when waiting for the bus.

~~6~~f. Wait until the bus stops before approaching the bus.

~~7~~g. After getting off the bus, move away from the bus.

~~8~~h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

~~9~~i. No fighting, harassment, intimidation or horseplay.

~~10~~j. No use of alcohol, tobacco, or drugs.

~~C~~3. Rules on the Bus.

~~1~~a. Immediately follow the directions of the driver.

~~2~~b. Sit in your seat facing forward.

~~3~~c. Talk quietly and use appropriate language.

~~4~~d. Keep all parts of your body and personal belongings inside the bus.

~~5~~e. Keep your arms, legs and belongings to yourself.

~~6~~f. No fighting, harassment, intimidation or horseplay.

~~7~~g. Do not throw any object.

~~8~~h. No eating, drinking or use of tobacco or drugs.

~~9~~i. Do not bring any weapon or dangerous objects on the school bus.

~~10~~j. Do not damage the school bus.

~~D~~4. Consequences.

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

1. Elementary (K-5).

1st offense -- Warning
2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
4th offense -- 10 day suspension from riding the bus/meeting with parent(s)/guardian(s).
Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

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

2. Middle School and Secondary (6-12).

1st offense -- Warning
2nd offense -- 5 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
3rd offense -- 10 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
4th offense -- 20 day suspension from riding the bus/meeting with parent(s)/guardian(s).
5th offense -- Suspended from riding the bus for the remainder of the school year.

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

3. Other Discipline.

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

4. Records.

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

5. Vandalism/Bus Damage.

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

6. Notice.

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

7. Criminal Conduct.

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

IV. PARENT/ ~~AND~~ GUARDIAN INVOLVEMENT

A. Parent/Guardian Notification.

The Moorhead Area Public School District school bus and bus stop rules will be provided to each family. Parent (s)/guardian(s) are asked to review the rules with their children.

B. Parent/Guardian Responsibilities For Transportation Safety.

1. Become familiar with district rules and policies, regulations and principles of school bus safety and thoroughly review them with their children.

~~2. Assist students in understanding safety rules and encourage them to abide by them.~~

~~3. Recognize their responsibilities for the actions of their students.~~

~~4. Support safe riding practices and reasonable discipline efforts.~~

~~5. When appropriate, assist students in safely crossing local streets before boarding and after leaving the bus.~~

~~6. Support procedures for emergency evacuation, and procedures in emergencies as set up by the school district.~~

~~7. Respect the rights and privileges of others.~~

~~8. Communicate safety concerns to school administrators.~~

~~9. Monitor bus stops, if possible.~~

~~10. Support all efforts to improve school bus safety.~~

~~11. Provide for emergency shelter in the event inclement weather prevents transportation services.~~

~~B. Parent and Guardian Notification.~~

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

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children to the bus stop five minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

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

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

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

~~1. Operating the vehicle in a safe and efficient manner.~~

~~a) Safety. The primary concern of each driver is safety. Drivers will exercise extreme caution during the loading and unloading process as well as when driving.~~

~~b) Defensive Driving. All drivers are to drive defensively at all times. A definition of defensive driving is: driving in a manner to avoid accident involvement despite adverse conditions created by roads, weather, traffic, or errors of other drivers or pedestrians.~~

~~c) Driving Adjustments. Winter and wet weather driving may require adjusting speed and normal driving practices to compensate for road conditions.~~

~~d) Emergency Doors. Emergency doors must be free and operable. Under no circumstances may the doors be obstructed to prevent easy access.~~

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

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

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

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

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

~~D. Conducting thorough pre-trip and post-trip inspections of the vehicle and special equipment.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Completing required reports.

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

I. Completing required training programs successfully.

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

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

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

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

Additional driver duties and responsibilities may be found in the driver handbook. All bus driver dismissals will be

~~reported to the Minnesota Department of Public Safety pursuant to department of safety directions.~~

VI. SCHOOL BUS DRIVER TRAINING

A. Training

All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, includind issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant law, rules of the road and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

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

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules.

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

2. Only students assigned to the school bus by the district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. ~~Drivers are to enforce the provisions of the school bus and bus stop rules as appropriate. Students may be released from the bus at only two points, the designated bus stop or at school, except in case of an emergency or as otherwise authorized.~~

~~4.~~ The parent(s)/guardian(s) may designate by a signed, written request a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent(s)/ ~~or~~ guardian(s) as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet other eligibility requirements.

~~5. Students who misbehave severely may be returned to the school immediately and reported to the building administrator or other designated individual.~~

~~6. Safety evacuation drills for the student passengers shall be conducted at least twice a year.~~

~~7. There shall be no students in the bus while the fuel tank is being filled. On leaving the vehicle when students are in~~

~~the bus the driver shall stop the bus, remove the ignition key, set the brakes and otherwise render the bus immobile. The driver should not leave the vehicle unless required to do so for business relating to the safe transportation of students or an emergency.~~

~~8. Buses shall not be run backwards on the school grounds or any other point if it can be avoided. If it is necessary to run a bus backwards on school grounds, the driver shall have another responsible person act as a guard flag man in back of the bus to keep other persons out of the path and to issue warnings to the driver of approaching traffic.~~

~~9. When arriving or leaving the school grounds, the driver must not follow closer than 50 feet from the vehicle directly in front of the bus or closer than 500 feet when traveling on the highway.~~

~~10. No school bus shall pull any trailer when students are being transported on regular routes to or from school.~~

~~11. In case of an accident or breakdown of the bus, the driver shall contact the dispatcher using the two-way radio. If no radio contact is available, the driver shall not leave the bus but may send two responsible students to the nearest house to summon help. The driver may also request a passing motorist or other adult to summon help.~~

~~12. The district may adopt such additional operating rules as are deemed necessary to meet local conditions and needs, provided they do not conflict with State laws and regulations.~~

~~13. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.~~

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. Bus drivers must park and load school buses at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

B. Type III Vehicles.

1. ~~Any vehicle designed to carry more than 10 passengers must meet all legal requirements for a school bus and cannot be treated as a Type III vehicle. Any Type III vehicle used to transport students must carry all emergency safety equipment listed in Section V.D.2. If district-owned, the district name will be clearly marked on the side of the vehicle. All school-owned Type III vehicles will be properly licensed, insured, and inspected.~~ Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a mazimum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. A Type III vehicle cannot be older than 12 years old unless excepted by state and federal law.

5. If a Type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The Type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "Type III school bus" and "Type III Head Start bus" must not be outwardly equipped and identified as a Type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on Type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any Type III vehicle may not stop traffic and may not load or unload before making a complete stop and

disengaging gears by shifting into neutral or park. Any Type III vehicle used to transport students must not load or unload so that a pupil has to cross the road, except where not possible or impractical, then the driver or assistant must escort a pupil across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any Type III vehicle used to transport students must carry emergency equipment including:

a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

c. A Type III bus must contain at least three red reflectorized triangle road warning devices. Liquid burning "pot type" flares are not allowed.

d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

~~2~~11. Students will not be regularly transported in private vehicles that are not state inspected as Type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with seating capacity of 10 or fewer without meeting the requirements for a Type III vehicle. ~~However, private vehicles may be used for convenience or in an emergency.~~ The district has no system of inspection for private vehicles.

~~3~~12. All drivers of Type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a Type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

~~VII. SCHOOL BUS DRIVER TRAINING~~

~~A. Training and Evaluation.~~

~~1. All new bus drivers must complete district approved pre-service training, including in vehicle (actual driving) instruction before transporting students and shall meet the competence specified by the Minnesota Department of Public Safety. All school bus drivers shall receive in-service training annually.~~

~~2. The school district shall retain on file an annual individual school bus driver evaluation certification form for each school district driver as contained in the Model School Bus Driver Training Manual. Drivers with a Class D license will also be evaluated annually and all bus drivers will be assessed periodically for the following competencies:~~

~~a) Safely operate the type of school bus the driver will be driving;~~
~~b) Understand student behavior, including issues relating to students with disabilities;~~
~~c) Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;~~
~~d) Know and understand relevant laws, rules of the road and local school bus safety policies;~~
~~e) Handle emergency situations; and~~
~~f) Safely load and unload students.~~

~~3. The evaluation must include completion of an individual "school bus driver evaluation form" as contained in the Model School Bus Driver Training Manual.~~

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. ~~Fire~~

~~In the event of a fire, the first priority is to evacuate the bus. Drivers will make certain passengers are safe before attempting to put out the fire.~~

~~B. Injuries/Medical Emergencies~~

~~Drivers will be familiar with first aid and CPR procedures. Drivers should first contact the dispatcher to call 911 in the case of serious injuries. Drivers should administer proper first aid in accordance with their training and level of ability. In the event an injured passenger is taken to the hospital, record the students' name and the name of the hospital where the student is sent.~~

~~C. Evacuation.~~

~~Drivers should evacuate buses only when there is danger of fire, collision or other potential hazard. Drivers should inform passengers that there is an emergency, and in very calm and precise terms, tell them exactly what they are to do. When safely possible, drivers will keep all evacuees a minimum of 100 feet from the bus. They should be loaded back onto the bus only when the driver has determined it is safe to do so.~~

~~D. Getting Assistance.~~

~~Use the two-way radio communications system to get assistance. Drivers should report the location and number of the bus, the nature of the problem, and the status of the passengers. If the driver cannot use a radio to contact the dispatcher, ask a passerby or other motorist to do so from the nearest telephone. The driver should write out the number and location of the school bus, the nature of the emergency, and the status of the passengers.~~

If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of pupils with disabilities, assist pupils with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:

1. the pupil's name and address;

2. the nature of the pupil's disabilities;

3. emergency health care information; and

4. the names and telephone numbers of the pupil's physician, parent(s)/guardian(s), or custodians, and some person other than the pupil's parent(s)/guardian(s) or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles and vehicles contracted to the school district shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles and vehicles contracted to the school district shall be inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. ~~Daily pre-trip inspections shall be required and~~ ~~p~~Prompt reports ~~submitted~~ of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The Moorhead School Board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for pupil transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is ~~annually~~ periodically reviewed to ensure that it conforms to law. ~~The name, address, and telephone number of the school transportation safety director are on file with the Superintendent. Any questions regarding student transportation or this policy should be addressed to the school transportation safety director.~~ The school transportation safety director shall certify annually to the School Board that each school bus driver meets the school bus driver training competencies required by Minnesota Statute 171.321, Subd. 4. The transportation safety director also shall annually verify and ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a Type A, B, C, or D school bus or Type III vehicle with the National Driver's Register or the Department of Safety. The school transportation safety director also shall confirm annually to the Superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director. Refer to Administrative Procedures 720.1: Special Education Transportation, 721.1: School Bus Stops and 721.2: School Bus Trip K-12 Emergency Procedure.

Legal References:
Minnesota Statute 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)
Minnesota Statute 123B.88 (Independent School Districts; Transportation)
Minnesota Statute 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minnesota Statute 123B.90 (School Bus Safety Training)
Minnesota Statute 123B.91 (School District Bus Safety Responsibilities)
~~Minnesota Statute 123B.92 Transportation Aid Entitlement~~
Minnesota Statute 169.01, Subd. 6(5) (Definitions)
Minnesota Statute 169.454 (Type III Vehicle Standards)
Minnesota Statute 169.4582 (Reportable Offense on School Buses)
Minnesota Statute 171.02, Subd. 2a (Licenses; Types, Endorsements, Restrictions)
Minnesota Statute 171.321 (Qualifications of a School Bus Driver)
Minnesota Rules Parts 7470.1000-7470.1700 (School Bus Inspection)

Cross References:
Moorhead School Board Policy 413 Employment Background Checks
Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 421: Employee Drug and Alcohol Testing
Moorhead School Board Policy 551: Student Discipline
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 632: Field Trips

Board Policies

Complimentary Athletic Season Passes/Single Event Passes

School Board Policy: 832
Section: 800 BUSINESS SERVICES
Date Adopted: 3/31/1995
Date Revised: 8/12/2002
Dates Reviewed: 08/12/02

I. PURPOSE

~~The purpose is to provide a description for complimentary athletic season passes/single event passes.~~ The Moorhead School Board believes it is in the best interest of the school district for staff and select individuals to attend athletic activities. Staff attendance at athletic activities builds relationships between staff, students, parents/guardians and others in the community. The purpose of the policy is to provide guidance on the distribution of complimentary passes.

II. GENERAL STATEMENT OF POLICY

In order to encourage staff attendance at athletic activites and to acknowledge the contributions of community members, ~~The~~ Moorhead Area Public Schools has established the following criteria for issuing complimentary athletic pass/single event passes.

III. SEASON PASSES

Moorhead Area Public School District staff and School Board members will be provided complimentary passes for regular season home athletic events. Unless otherwise noted, the valid staff photo identification card shall admit the bearer to all regular season home athletic events (non-tournaments). Yearly employment shall be verified through the Department of Human Resources at the beginning of the school year.

1. Staff photo identification cards would be required for admittance to any regular season contest. ID cards are nontransferable. Any district staff member with a current Moorhead photo ID would be admitted.

2. Complimentary passes do not provide admittance to ~~P~~post season contests ~~and~~ or non-athletic events ~~are not included in this recommendation~~.

3. ~~Spouses would be allowed to continue to purchase season passes at a reduced rate.~~ If a school employee wishes to include a spouse on the season pass at a reduced rate, the employee must contact the Activities Office.

4. Residents of the school district who are 65 years of age or older will be given a "Senior Citizen" pass upon request. Requests must be made in person at the Activities Office and identification will be required. The pass is limited to regular season home athletic events (non-tournaments).

5. The Activities Office ~~will~~ may provide complimentary season passes to ~~local schools and~~ media representatives covering Moorhead contests. ~~A limited number of individuals receiving passes will do so in return for supportive services provided to the Activities Office.~~

6. The Activities Office may provide a limited number of season passes for those individuals providing supportive services. A list of those receiving ~~single event~~ season passes will be maintained in the Activities Office.

IV. SINGLE EVENT PASSES

~~A limited number of complimentary single-event passes will be provided to individuals purchasing advertising space in the Moorhead High School fall and winter athletic program publications. A list of those receiving single event passes will be maintained in the Activities Office.~~ 1. The Activities Office may designate a game as "Youth Night" where students attending Moorhead Area Public Schools may be admitted to a game without admission. The Activities Office will coordinate the criteria for admittance.

2. The Activities Office may provide a limited number of single event passes for those individuals providing supportive services. A list of those receiving single event passes will be maintained in the Activities Office.

5-MN-BOS
11 June 2007

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

June 11, 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 High School students who placed at the Class AA State Speech Tournament in April. They are: Matt Cerar and Tausha Taylor, 1st place in Dramatic Duo; Evan Christie, 4th place in Creative Expression; Adam Christensen and Jorie Kosel, 3rd place in Dramatic Duo; Lynn Olson, 7th place in Great Speeches; Tristan Larson, 5th place in Humor; Matt Fitzgerald, 5th place in Original Oratory; Brendan Frost, 4th place in Drama; and Kelsey Langness, 8th

place in Prose. The Moorhead High School speech coach is Angela Cassidy.

*** **We Are Proud** of the Moorhead High School students who qualified for the National Forensics League Speech Tournament in Kansas in June. The following students qualified for the national tournament: Matt Fitzgerald, Matt Cerar, Brendan Frost, Tausha Taylor, Adam Christensen, Jorie Kosel, ~~Alis~~on Thompson, Sadie Langemo, Logan Werlinger, and Tom Bergland. The Moorhead High School speech coach is Angela Cassidy.

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 9
(2) Approval of Student Teaching Agreements - Pages 10-15
(3) Approval of Summer School Program - Pages 16-19
(4) Approval of Grant Application - Pages 20-36

B. BUSINESS SERVICE MATTERS - Weston

C. HUMAN RESOURCE MATTERS - Nielsen
(1) Approval of Early Retirement - Page 37
(2) Approval of Resignations - Page 39
(3) Approval of Change in Contract - Page 39
(4) Approval of Teacher Recall - Page 40
(5) Approval of New Employees - Pages 41-42

D. SUPERINTENDENT MATTERS - Nybladh
   (1) Approval of May 14 and 29, 2007 Regular Meeting Minutes - Pages 43-54
   (2) Approval of June Claims

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

Moved by _____ Seconded by _____
Comments _____

3. **APPROVAL OF SCHOOL DISTRICT INSURANCE PACKAGES**: Weston
Pages 55-62

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

Moved by _____ Seconded by _____
Comments _____

4. **APPROVAL OF MOORHEAD HIGH SCHOOL TENNIS COURT BIDS**: Weston
Page 63

Suggested Resolution: Move to approve the bid from _____ in the amount of $_____ for the Moorhead High School tennis court project.

Moved by _____ Seconded by _____
Comments _____

5. **APPROVAL OF MAJOR MAGNITUDE FIELD TRIP TO SCOTLAND**: Kovash
Pages 64-77

Suggested Resolution: Move to approve the major magnitude field trip for the Moorhead High School Theatre Department to participate in the American High School Theatre Festival 2008 in Edinburgh, Scotland from August 8-21, 2008.

Moved by _____ Seconded by _____
Comments _____

6. **DISTRICT ASSESSMENTS**: Kovash
   Page 78-108

7. **APPROVAL OF POLICY**: Kovash
   Pages 109-111

   Suggested Resolution: Move to approve the policy, District Care Team Committee (234), as presented.
   Moved by _____ Seconded by _____
   Comments _____

8. **APPROVAL OF POLICY**: Nielsen
   Pages 112-114

   Suggested Resolution: Move to approve the policy, Family and Medical Leave (422), as presented.

   Moved by _____ Seconded by _____
   Comments _____

9. **APPROVAL OF POLICY**: Kovash
   Pages 115-119

   Suggested Resolution: Move to approve the policy, Staff Development (446), as presented.

   Moved by _____ Seconded by _____
   Comments _____

10. **APPROVAL OF POLICY**: Kovash
    Pages 120-126

    Suggested Resolution: Move to approve the policy, School District Student Attendance (515), as presented.

Moved by _____ Seconded by _____
Comments _____

11. **APPROVAL OF POLICY**: Kovash
Pages 127-147

Suggested Resolution: Move to approve the policy, Student Discipline (551), as presented.

Moved by _____ Seconded by _____
Comments _____

12. **APPROVAL OF POLICY**: Kovash
Pages 148-150

Suggested Resolution: Move to approve the policy, Student Dress and Appearance (577), as presented.

Moved by _____ Seconded by _____
Comments _____

13. **APPROVAL OF POLICY**: Kovash
Pages 151-152

Suggested Resolution: Move to approve the policy, Special Education Programs (602), as presented.

Moved by _____ Seconded by _____
Comments _____

14. **APPROVAL OF POLICY**: Kovash
Pages 153-157

Suggested Resolution: Move to approve the policy, School District System Accountability (650), as presented.

Moved by _____ Seconded by _____
Comments _____

15. **APPROVAL OF POLICY**: Kovash
Pages 158-160

Suggested Resolution: Move to approve the policy, Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students (656), as presented.

Moved by _____ Seconded by _____
Comments _____

16. **APPROVAL OF POLICY**: Kovash
Pages 161-165

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

Moved by _____ Seconded by _____
Comments _____

17. **APPROVAL OF POLICY**: Nybladh
Pages 166-168

Suggested Resolution: Move to approve the policy, Student Transportation Eligibility Guidelines (720), as presented.

Moved by _____ Seconded by _____
Comments _____

18. **APPROVAL OF POLICY**: Kovash
Pages 169-180

Suggested Resolution: Move to approve the policy, Student Transportation Safety (721), as presented.

Moved by _____ Seconded by _____
Comments _____

19. **APPROVAL OF POLICY**: Kovash
Pages 181-183

Suggested Resolution: Move to approve the policy, Complimentary Athletic Season Passes/Single Event Passes (832), as presented.

Moved by _____ Seconded by _____
Comments _____

20. **COMMITTEE REPORTS**

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

22. **ADJOURNMENT**

CALENDAR OF EVENTS

Event	Date	Time	Place
Com Ed Adv Council	June 12	7 pm	PCE
EXCEL Grades 8-9	June 12-28	7:30 am-2:30 pm	Mhd High School
EXCEL Summer Academy	June 12-July 23	7:30 am-12 pm	Horizon
EXCEL Grades 10-12	June 12-July 26	7:30 am-4:30 pm	RRALC
EXCEL Grds 10-12 Night Class	June 12-July 26	5:45-8:45 pm	RRALC
EXCEL Summer Academy - Jump Start for 6th Grade	June 18-August 23	7:30 am-12 pm	Horizon
Extended School Year (EXCEL) - Elementary	June 18-28 and Aug 13-23	8-11:30 am	Asp, Hopkins & Reinertsen
Extended School Year (ESY Spec Ed Summer Program	June 19-August 2	8 am-12 pm	Hopkins, Horizon and Mhd High School
Interagency Early Interv Com	June 20	12 pm	FSC
School Board	June 25	7 pm	PCE
EXCEL Grades 8-9	July 10-26	7:30 am-2:30 pm	RRALC
School Board Work Session	July 16	5 pm	PCE
School Board	July 16	7 pm	PCE
Early Chldhood Screening	July 17-19	Varies	PCE
Gr 9 GRAD Test of Written Comp and Grds 10-12 Basic Skills Writing Test Retakes	July 24		Mhd High School
Basic Skills Test Retakes (Grds 10-12 Math)	July 25		Mhd High School
Basic Skills Test Retakes (Grds 10-12 Reading)	July 26		Mhd High School

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.138

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: June 1, 2007

RE: Donation

Moorhead Area Public Schools has received a donation of $ 1,000 from Forum Communication for a National Issues Forum to be held by Moorhead Community Education in October. The title of the event is "News Media and Society: How to Restore the Public Trust".

SUGGESTED RESOLUTION: Move to accept the donation of $ 1,000 from Forum Communications and direct administration to send a thank you card.

Steve McLister
The Forum
101 5th St N
Fargo, ND 58102

LAK/kmr

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.136

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: June 1, 2007

RE: Student Teaching Agreement

Attached is the Student Teaching Agreement with Minnesota State University Moorhead for a three (3) year period beginning August 23, 2007 for the Moorhead Area Public School District to serve as a student teacher center. Moorhead Area Public School Policy 921 supports the agreements with universities and colleges to provide field experiences for pre-service teachers.

The school district agrees to supply to the student teacher opportunity to work in a teacher-learning situation cooperatively with a teacher certified at standards equal or superior to the regulations of the State of Minnesota during the student teaching assignment.

SUGGESTED RESOLUTION: Move to approve the student teaching agreement with Minnesota State University Moorhead for a three (3) year term beginning August 23, 2007.

LAK/kmr
Attachment

10

STA _____

STATE OF MINNESOTA
MnSCU BOARD OF TRUSTEES

MAY 29 2007

STUDENT TEACHING AGREEMENT

Independent School District No. 152 of Clay County, located at Moorhead MN, agrees with the State of Minnesota, acting through the MnSCU Board of Trustees as follows:

Beginning August 23, 2007 and continuing for three years, the Minnesota State University Moorhead agrees to pay at a rate, not to exceed $12.80 per semester credit, for each student teacher placed in the above named school district. (Rate subject to change should financial exigency warrant such action.)

The school district agrees to supply to the student teacher opportunity to work in a teaching-learning situation cooperatively with a teacher certified at standards equal or superior to the regulations of the State of Minnesota during the student teaching assignment.

Independent School District No. 152
of Clay County, Minnesota

by _____
(Chairman)

_____
(Clerk)

DATE _____

Recommended for approval

Minnesota State University Moorhead

By _____
(President)

11

RESOLUTION OF SCHOOL DISTRICT

Be it resolved, that this school district enter into an agreement with the State of Minnesota, MnSCU Board of Trustees, for the purpose of providing student teaching experiences for students from Minnesota State University Moorhead. Be it further resolved, that the chairman and clerk be and they hereby are authorized to execute such agreement.

CERTIFICATION

State of Minnesota

County of Clay

I hereby certify that the foregoing resolution is a true and correct copy of resolution adopted by the board of Independent School District No. 152, located at Moorhead MN, at a duly authorized meeting thereof held on the 11th day of June 2007, as shown by the minutes of said meeting.

_____

(Clerk)

(SEAL)

12

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.137

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: June 1, 2007

RE: Student Teaching Agreement

Attached is the Student Teaching Agreement with Valley City State University for the Moorhead Area Public School District to serve as a student teacher center. Moorhead Area Public School Policy 921 supports the agreements with universities and colleges to provide field experiences for pre-service teachers.

The school district agrees to supply to the student teacher opportunity to work in a teacher-learning situation cooperatively with a teacher certified at standards equal or superior to the regulations of the State of Minnesota during the student teaching assignment.

SUGGESTED RESOLUTION: Move to approve the student teaching agreement with Valley City State University for the 2007-2008 school year.

LAK/kmr
Attachment

AFFILIATION AGREEMENT

This Agreement is made by and between **Valley City State University Department of Student Teaching,** hereinafter referred to as the "University," and the **Moorhead School District, Moorhead, MN** hereinafter referred to as the "School."

WHEREAS, Valley City State University, is currently conducting Teacher Education Curriculum within the University and desires to obtain field experience for students enrolled in the curriculum; and

WHEREAS, the School is committed to the professional education and training of education students and is willing to assist in their education by providing opportunities to complete a field experience.

NOW THEREFORE, the University and School agree as follows:

I. THE UNIVERSITY AGREES:

1.1 To be responsible for meeting program accreditation requirements.

1.2 To provide a field-based instruction manual to the School and students that outlines standards of performance and guidelines for the teaching experience.

1.3 To inform students of the confidential nature of all School records.

1.4 To assign a contact person who will serve as a liaison between the School and the University.

1.5 To inform the students that they must adhere to the administrative policies and procedures of the School.

II. THE SCHOOL AGREES:

2.1 To provide students of the University an opportunity to work cooperatively in a teacher-learning situation with a teacher certified by the state in which the School is located.

2.2 To supervise and instruct the students during the experience.

2.3 To conduct student performance evaluations as directed by the University.

2.4 To notify the University immediately if a student is not performing satisfactorily. The School will follow any oral notice made under this paragraph with a written memorandum.

2.5 To orient students to the School and its policies, procedures, rules, and regulations applicable to their conduct while in the School.

2.6 To supply the University with copies of any policies or procedures with which the students will be expected to comply.

III. THE UNIVERSITY AND THE SCHOOL AGREE:

3.1 That the number of students placed in the School, the duration, and the timing of the experience shall be mutually agreed upon.

3.2 To collaborate in identifying specific experience objectives, the student assignments, and learning activities for each student placed in the School.

3.3 That the School may exclude from participation any student: whose performance or behavior is determined to be detrimental to the School's students; who fails to comply with proper channels of communications and/or with established School policies and procedures; or whose performance or behavior is otherwise unsatisfactory, including but not limited to any student who is unable to maintain compatible working relationships with the School's employees, or whose health status may prevent required attendance and student's successful completion of the field experience.

IV. LIABILITY

4.1 Each party shall be responsible for claims, losses, damages, and expenses which may arise out of negligent or wrongful acts or omissions of that party or its agents or employees, acting within the scope of their duties in the performance of this Agreement.

4.2 The liability of the University is as provided subject to the limitations contained therein. The liability of the School is as provided under the laws of the state in which the School is located.

4.3 Nothing herein shall preclude with party from asserting against third parties any defenses to liability it may have under applicable law or be construed to create a basis for a claim or suit when none would otherwise exist.

V. MODIFICATION

This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written agreement signed by both parties.

VI. SEVERABILITY

If any term or provision of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term or provision.

APPROVED FOR:

MOORHEAD PUBLIC SCHOOLS

By: _____

Title: ___**Superintendent**_____

Date: ____**June 11, 2007**_____

APPROVED FOR:

VALLEY CITY STATE UNIVERSITY

By: _____

Title: _____

Date: _____

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.142

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: 2007 EXCEL Summer Extended Year for Elementary and Secondary School

RE: June 5, 2007

Attached is the 2007 EXCEL Summer Extended Year for Elementary and Secondary School staffing and budget information.

Elementary classes will be held at each elementary school. Classes for grades 6-7 will be held at Horizon Middle School. Session I classes for grades 8-9 will be held at Moorhead High School, Session II will be held at Red River Area Learning Center. Classes for grades 10-12 will be held at Red River Area Learning Center. The program is directed by Deb Pender.

SUGGESTED RESOLUTION: Move to approve the 2007 EXCEL Summer Extended Year for Elementary and Secondary Schools.

LAK/kmr
Attachment

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Proposed Budget Summer, 2007
Targeted Services Extended Year
Elementary and Secondary Programs *

Name	Program	Assignment	Session/Dates	Hours	Rate	Subtotal	Benefit	Subtotal	Total	Program
Keenan, Cheryl	EXCEL 6	6th Gr. Jump S	6/18 - 8/23	80	39.97	$3197.60	0.1265	$404.50	$3602.10	TS HZN
Stack, Barb	EXCEL 6	6th Gr. Jump S	6/18 - 8/23	40	39.97	$1598.80	0.1265	$202.25	$1801.05	TS HZN
Lauer, Louie	EXCEL 6	6th Gr. Jump S	6/18 - 8/23	40	39.97	$1598.80	0.1265	$202.25	$1801.05	TS HZN
Franklin, William	EXCEL 6/8	Coordinator	6/13 - 8/23	218	39.97	$8713.46	0.1265	$1102.25	$9815.71	TS HZN
Dahnvang, Dan	EXCEL 6/7	Reading	6/19 - 7/24	89	39.9	$3551.10	0.1265	$449.21	$4000.31	TS HZN
Kelsch, Mary	EXCEL 6/7	Math	6/19 - 7/02	89	39.97	$3557.33	0.1265	$450.00	$4007.33	TS HZN
Smith, Carla	EXCEL 6/7	Math	6/19 - 7/02	44.5	39.97	$1778.66	0.1265	$225.00	$2003.67	TS HZN
Benson, Mike	EXCEL 6/7	Reading	6/19 - 7/02	89	39.97	$3557.33	0.1265	$450.00	$4007.33	TS HZN
Lyso, Chip	EXCEL 6/7	Reading	6/12 - 6/18	40	39.97	$1598.80	0.1265	$202.25	$1801.05	TS HZN
Askegaard, Kathy	EXCEL 6/7	Reading	6/19 - 7/02	89	39.97	$3557.33	0.1265	$450.00	$4007.33	TS HZN
Schwehr, Sara	EXCEL 6/7	Secretary	6/19 - 7/02	120	12.88	$1545.60	0.139	$214.84	$1760.44	TS HZN
Jill Filipi	EXCEL 6/7	Sp Ed	6/20 - 7/25	84	39.97	$3357.48	0.1265	$424.72	$3782.20	TS HZN Sp Ed
Monson, Deanna	EXCEL 6/7	Math	6/12 - 6/18	40	39.97	$1598.80	0.1265	$202.25	$1801.05	TS HZN
Monson, Deanna	Migrant	Teacher	6/12 - 7/26	77	39.97	$3077.69	0.1265	$389.33	$3467.02	RRALC Lrng Yr.
Monson, Deanna	ALC 8/12	Liaison	6/07 - 7/27	200	14.15	$2830.00	0.139	$393.37	$3223.37	RRALC Lrng Yr.
Eidsness, Missy	Excel 8/9	Math	6/12 - 6/28	81	39.97	$3237.57	0.1265	$409.55	$3647.12	RRALC Lrng Yr.
Peterson, Monica	EXCEL 8/9	Math	6/12 - 6/28	81	39.97	$3237.57	0.1265	$409.55	$3647.12	RRALC Lrng Yr.
Kimball, Guy	ALC 8/12	SpEd	6/12 - 7/31	90	39.97	$3597.30	0.1265	$455.06	$4052.36	SpEd/ALC
Cassidy, Angela	EXCEL 8/9	English	6/12 - 6/28	81	39.97	$3237.57	0.1265	$409.55	$3647.12	RRALC Lrng Yr.
Perry, Mark	EXCEL 8/9	Social Studies	6/12 - 6/28	81	39.97	$3237.57	0.1265	$409.55	$3647.12	RRALC Lrng Yr.
Holland, Norma	ALC 8/12	Liaison	6/07 - 7/27	240	18.25	$4380.00	0.139	$608.82	$4988.82	RRALC Lrng Yr.
Scheet, Linda	ALC 8/12	Social Worker	6/07 - 8/15	200	39.97	$7994.00	0.1265	$1011.24	$9005.24	Grant
Matheson, Scott	ALC 8/12	Coordination	6/01 - 8/15	218	39.97	$8713.46	0.1265	$1102.25	$9815.71	RRALC Lrng Yr
Cihlar, Mary	ALC 8/12	Teacher	6/06 - 6/11	8	39.97	$319.76	0.1265	$40.45	$360.21	RRALC Lrng Yr
Doran, Sally	Night School	Migrant	6/11 - 7/26	77	39.97	$3077.69	0.1265	$389.33	$3467.02	RRALC Lrng Yr
Oster, Nancy	Night School	Migrant	6/11 - 7/26	77	39.97	$3077.69	0.1265	$389.33	$3467.02	RRALC Lrng Yr
Sanchez, Jesse	Night School	Migrant	6/11 - 7/26	77	39.97	$3077.69	0.1265	$389.33	$3467.02	RRALC Lrng Yr
Schneider, Jeff	Night School	Migrant	6/11 - 7/26	77	39.97	$3077.69	0.1265	$389.33	$3467.02	RRALC Lrng Yr
Schneider, Jeff	Excel 8/9	Industrial Tech	6/12 - 6/28	42.5	39.97	$1698.72	0.1265	$214.89	$1913.61	RRALC Lrng Yr
Babolian, Pat	ALC 10/12	Science	6/11 - 7/26	130	39.97	$5196.10	0.1265	$657.31	$5853.41	RRALC Lrng Yr
Jorgenson, Amy	ALC 10/12	English	6/11 - 7/26	130	39.97	$5196.10	0.1265	$657.31	$5853.41	RRALC Lrng Yr

** All staffing and related expenditures are contingent on student enrollment .*

Proposed Budget Summer, 2007
Targeted Services Extended Year
Elementary and Secondary Programs *

Gulbranson, Alecia	ALC 10/12	Science	6/11 - 7/26	100	39.97	$3997.00	0.1265	$505.62	$4502.62	RRALC Lrng Yr
Charton, Mary	ALC 10/12	Health/PE	6/11 - 7/26	55	39.97	$2198.35	0.1265	$278.09	$2476.44	RRALC Lrng Yr
Spiering, Joanne	ALC 10/12	Secretary	6/11 - 8/15	280	12.88	$3606.40	0.139	$501.29	$4107.69	RRALC Lrng Yr
Krier, Ann	ALC 10/12	SpEd	6/11 - 7/26	15	39.97	$599.55	0.1265	$75.84	$675.39	RRALC Lrng Yr
Dwyer, Britta	ALC 10/12	Math	6/11 - 7/26	130	39.97	$5196.10	0.1265	$657.31	$5853.41	RRALC Lrng Yr
Welken, Ken	ALC 10/12	Math	6/12 - 7/26	130	39.97	$5196.10	0.1265	$657.31	$5853.41	RRALC Lrng Yr
Hawkins, Brad	ALC 10/12	Science, Wk Exp	6/13 - 7/27	175	39.97	$6994.75	0.1265	$884.84	$7879.59	RRALC Lrng Yr
Jenkins, Kelsey	ALC 10/12	Social Studies	6/11 - 7/26	96	39.97	$3837.12	0.1265	$485.40	$4322.52	RRALC Lrng Yr
Bentz, Tina	ALC 10/12	Social Studies	6/11 - 7/26	96	39.97	$3837.12	0.1265	$485.40	$4322.52	RRALC Lrng Yr
Ramsey, Megan	ALC 10/12	Registrar/Para	6/07 - 8/15	240	13.79	$3309.60	0.139	$460.03	$3769.63	RRALC Lrng Yr
Edison, Meredith	ALC 8/12	Para	6/12 - 7/28	240	9.18	$2203.20	0.139	$306.24	$2509.44	RRALC Lrng Yr
Zander-Natzke, Kat	WCRJC	General Studies	06/5 - 08/22	174	39.97	$6954.78	0.1265	$879.78	$7834.56	Care/Treatmen
Cihlar, Mary	WCRJC	General Studies	07/2 - 08/22	115	39.97	$4596.55	0.1265	$581.46	$5178.01	Care/Treatmen
Lundwall, Sarah	WCRJC	General Studies	06/5 - 06/29	59	39.97	$2358.23	0.1265	$298.32	$2656.55	Care/Treatmen
Melander, Kimberly	WCRJC	General Studies	06/5 - 07/31	124	39.97	$4956.28	0.1265	$626.97	$5583.25	Care/Treatmen
Krier, Ann	WCRJC	General Studies	08/1-08/22	50	39.97	$1998.50	0.1265	$252.81	$2251.31	Care/Treatmen
Glenn, Jaqueline	WCRJC	Para	06/5 - 06/27	54	9.18	$495.72	0.1265	$62.71	$558.43	Care/Treatmen
Norquay, Donna	WCRJC	Para	6/5 - 8/22	168	28.63	$4809.84	0.139	$668.57	$5478.41	Care/Treatmen
Frahm, Pat	WCRJC	Para	6/8 - 6/30	51	14.36	$732.36	0.139	$101.80	$834.16	Care/Treatmen
TBD	WCRJC	Para	6/8 - 8/24	162	9.18	$1487.16	0.139	$206.72	$1693.88	Care/Treatmen
Nylander, Laura	Outreach	General Studies	8/1 - 8/24	54	39.97	$2158.38	0.1275	$275.19	$2433.57	ESY Outreach
Molstre, Joanne	Outreach	General Studies	6/19 - 8/17	104	39.97	$4156.88	0.1265	$525.85	$4682.73	ESY Outreach
Hennessy, Michael	Outreach	Para	6/19 - 8/17	104	13.41	$1394.64	0.139	$193.85	$1588.49	ESY Outreach
Pemble, Patti	Outreach	Para	6/19 - 8/17	108	13.41	$1448.28	0.139	$201.31	$1649.59	ESY Outreach
Voecks, Melissa	Gr. 1-4	Lead Teacher	6/18-8/23	60	39.97	$2398.20	0.1275	$305.77	$2703.97	TS SGR
England, Kim	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS SGR
Rogness, Jennifer	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS SGR
Krsnak, Jayme	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS SGR
Jensrud, Gary	Gr. 1-4	Math/Rdg.	6/18-8/23	20	39.97	$799.40	0.1275	$101.92	$901.32	TS SGR
Ammerman, Kristi	Gr. 1-4	Math/Rdg.	6/18-8/23	20	39.97	$799.40	0.1275	$101.92	$901.32	TS SGR
Johnson, Robin	Gr. 1-4	Para	6/18-8/23	40	13.79	$551.60	0.139	$76.67	$628.27	TS SGR
Brambilla, Alyssa	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS SGR

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Proposed Budget Summer, 2007
Targeted Services Extended Year
Elementary and Secondary Programs *

Johnson, Diana	Gr. 1-4	Lead Teacher	6/18-8/23	60	39.97	$2398.20	0.1275	$305.77	$2703.97	TS ASP
Appel, Ken	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS ASP
Wolford, Becky	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS ASP
Kanuch, David	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS ASP
Johnson, Diane	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS ASP
Biller, Amy	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS ASP
Schroeder, Lori	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS ASP
Peterson, Linda	Gr. 1-4	Math/Rdg.	6/18-8/23	40	14.36	$574.40	0.139	$79.84	$654.24	TS ASP
Denny, Lisa	Gr. 1-4	Math/Rdg.	6/18-8/23	40	14.74	$589.60	0.139	$81.95	$671.55	TS ASP
Dahlberg, Shannon	Gr. 1-4	Lead Teacher	6/18-8/23	60	39.97	$2398.20	0.1275	$305.77	$2703.97	TS Hopkins
Link, Gretta	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS Hopkins
Saum, Nicole	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS Hopkins
Rademacher, Nancy	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS Hopkins
Mackowick, Liz	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS Hopkins
Graning, Sarah	Gr. 1-4	Math/Rdg.	6/18-8/23	40	39.97	$1598.80	0.1275	$203.85	$1802.65	TS Hopkins
Cruz, Elizabeth	Gr. 1-4	Para	6/18-8/23	60	12.65	$759.00	0.139	$105.50	$864.50	TS Hopkins
Doran, Sally	k-12	Lead Teacher	6/18-8/23	60	39.97	$2398.20	0.1275	$305.77	$2703.97	TS District
				Hours		Salary		Benefits	Total	
						$218816.00		$27736.00	$246552.00	

* *All staffing and related expenditures are contingent on student enrollment .*

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.144

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: June 5, 2007

RE: McKinney-Vento Education for Homeless Children and Youth Grant Application Approval

Attached is the McKinney-Vento Education for Homeless Children and Youth Grant Application. The district is requesting $60,662 in funding as part of education for homeless children and youth in 2007-2008. Funding will be used to further a districtwide effort to develop a consistent and comprehensive educational programming for homeless children and youth across educational settings. Lynne Kovash will act as the Local Education Agency (LEA) Representative in filing the application for funds.

SUGGESTED RESOLUTION: Move to approve the McKinney-Vento Education for Homeless Children and Youth Grant Application and authorize Lynne Kovash to act as the Local Education Agency Representative.

LAK/kmr
Attachment

Minnesota Department of Education	1500 Highway 36 West Roseville, MN 55113-4266	**McKINNEY-VENTO EDUCATION FOR HOMELESS CHILDREN & YOUTH APPLICATION**	ED-02287-04

The information contained in this three-year application is in accordance with Education for Homeless Children and Youth – 42 U.S.S. 11431 ET SEQ / CFDA 84.196. The CFDA numbers are provided for Federal audit records. Send the original plus four copies of the completed application to
JulAnn Meech at the above address to be received by **Tuesday, June 19, 2007 at 2:30 p.m., Central Daylight Time.**

IDENTIFICATION- INFORMATION

Fiscal Agent: Independent School District # 152				
Applicant District / Community Agency Name(s) Moorhead School District		District Number 152		FAX Number (218) 284 - 2233
Name of LEA Representative Lynne Kovash	Title Ast. Superintendent	Telephone Number (218) 284 - 3310	FAX Number (218) 284 - 2233	E-Mail. lkovash@moorhead.k12.
Mailing Address 810 4th. Ave. South	City Moorhead			Zip Code 56560 -
Name of Program Contact Person Deb Pender Tilleraas	Title Ed. Manager	Telephone Number (218) 284 - 2230	FAX Number (218) 284 - 2233	E-Mail Address dpender@moorhead.k12.
Mailing Address 1100 32 Avenue South	City Moorhead			Zip Code 56560 -
Name of LEA Homeless Liaison Deb Pender Tilleraas	Title Ed. Manager	Telephone Number (218) 284 - 2230	E-Mail Address dpender@moorhead.k12.mn.us	

APPLICATION SUMMARY INFORMATION

PROJECT DURATION	2007 – 2008 PROGRAM SOURCES OF FUNDING	
Beginning Date: JULY 16, 2007 Ending Date: JUNE 30, 2010	EHCY Funds	$ 49,900
	Title I Funds	$ 10,762
	Total 2007 – 2008 Funds	$ 60,662

LOCAL BOARD OF EDUCATION ACTION

The Local Board of Education of this school district, at a meeting held on (date) June 11, 2007 authorized the undersigned to act as the LEA Representative in filing an application for McKinney-Vento funds, for the Fiscal Years 2008 – 2010. The LEA Representative will ensure that the school district maintains compliance with the appropriate Federal Statutes, Regulation, and State procedures currently in effect and will act as the responsible authority in all matters relating to the administration of this application. At this same meeting,

(Name of person) Deb Pender Tilleraas was also approved as the Contact Person (optional).

Lynne Kovash
Signature of LEA Representative

June 11, 2007
Date

DO NOT WRITE IN THE SPACES BELOW

FOR MINNESOTA DEPARTMENT OF EDUCATION USE

Total Funds Approved	Signature	Date
Final Approval Signature		Date
Comments:		

AGREEMENT TO COMPLY WITH ASSURANCES FORM

In regard to potential funding of an award, the following clauses are stated in their entirety in the application materials section entitled Assurances. For the purpose of this form, said clauses are reference only by their clause number and heading hereafter in this Agreement to Comply Form.

The applicant/awardee shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and provisions stated therein and herein in the performance of the award should grant funds be awarded. As part of the application/proposal requirements applicant shall sign and submit this form and attach applicable certification(s) indicating its agreement to comply with the provisions of the Application and Assurance clauses.

1. SURVIVAL OF TERMS
2. USE OF FUNDS
3. EQUIPMENT
4. FINANCIAL AND ADMINISTRATIVE PROVISIONS
5. LIABILITY
6. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS
7. PUBLICITY
8. GOVERNMENT DATA PRACTICES
9. DATA DISCLOSURE
10. WORKERS' COMPENSATION
11. ANTITRUST
12. GOVERNING LAW, JURISDICTION AND VENUE
13. LOBBYING
14. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
15. DRUG-FREE WORKPLACE (AWARDEES OTHER THAN INDIVIDUALS)
16. DRUG-FREE WORKPLACE (AWARDEES WHO ARE INDIVIDUALS)
17. TRANSFERABILITY
18. TIME
19. OTHER PROVISIONS

Regarding clauses 13, 14, 15 and 16:
These provisions are required with the award involves federal funds. Applicants shall refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines the award.

The title of the application award opportunity: **McKinney-Vento Education for Homeless Children and Youth Grant**

The applicant shall list the site(s) for the performance of work done in connection with this specific award opportunity.

Moorhead Public Schools #152	Place of Performance
2410 14th St S	Street Address
Moorhead, Minnesota 56560	City, State & Zip code
Clay County	County

Check ☐ if there are (additional) workplaces on file that are not identified above.

By signing this form, I the Applicant, acknowledge that I have read the assurances in their entirety as stated within the application materials and shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and provisions stated therein and herein in the performance of this Award opportunity should the organization be awarded funds and become a Grantee. I agree to comply with all conditions and submit required documents and certifications as required.

Dr. Nybladh	/	/ June 11, 2007
Printed Name of Authorized Signer/Applicant	Signature of Authorized Applicant	Date Signed

PROJECT DESCRIPTION

The McKinney Vento Education for Homeless Children and Youth grant, for which Moorhead Area Public Schools is applying, will address the problems that homeless children and youth face in enrolling, attending and succeeding in school. The priorities of the Homeless Children and Youth Grant funded Project will align with the key provisions of the McKinney-Vento Homeless Assistance Act. Moorhead District will ensure that each homeless child and youth has equal access to the same free, appropriate public education, including a public preschool education, as other children and youth. Homeless children and youth in Moorhead District will have access to the educational and other services that they need to enable them to meet the same challenging State student academic achievement standards to which all students are held. The Education for Homeless Children and Youth Grant will continue a Districtwide effort to develop consistent and comprehensive educational programming for students at risk in the learning process (ie: highly mobile students) across educational settings. Enfranchisement of homeless learners is consistent with the DIstrict's mission of "developing the maximum potential of every learner to thrive in a changing world."

Moorhead Area Public Schools will use McKinney-Vento subgrant funds to expand upon and improve services provided to homeless students (and their families). The Project will fund a school social worker (.25), and a family outreach worker (.50) to assist the LEA Liaison in identifying homeless children and youth, and in facilitating their enrollment, attendance and school achievement. The Project will join with other agencies and resources in identifying children and families experiencing homelessness and in coordinating wrap around processes in an effort to reduce educational barriers. The project will link with other district and community initiatives to promote an awareness of homeless children and youth and their needs among the Fargo-Moorhead constituency. As a significant number of homeless youth are enrolled at the Red River Area Learning Center, staff will be housed at the site. The Project will help to support the services of a registrar for students transitioning between the RRALC and other locations, by providing follow up and tracking services for students who experience multiple moves and placements. The Project will also work with the RRALC and Compensatory Education programs to provide before school, after school and summer programming to homeless children and youth in area shelters and other key locations.

Specific services to be provided by the LEA Liaison and Project staff include the following:

(1) Coordination with district programs and services to ensure the availability of tutoring, supplemental instruction, and other educational services to help homeless children and youth so that they may reach the same challenging State content and State performance standards to which all children are held. (When offering supplemental instruction, Moorhead District will provide services for children and youth that reflect scientifically based research as the foundation for programs and strategies to ensure academic success);

(2) Coordination with district programs and servicesto ensure that all homeless students are identified to participate in statewide testing;

(3) Coordination with district programs and services to expedite evaluations of eligible students to measure their strengths and needs. The evaluations will be done promptly in order to avoid a gap in the provision of necessary services to those children and youth. Evaluations will also determine a homeless child or youth's eligibility for other programs and services (ie: gifted and talented, special education and related services for children with disabilities, English language acquisition, vocational education, school lunch and appropriate programs or services under ESEA;

(4) Coordination with district programs and community resources to develop programs and activities designed to raise awareness among educators and pupil services personnel of the rights of homeless children and youth under the McKinney-Vento Act, and the special needs such children and youth have as a result of being homeless;

(5) Referrals of eligible students to medical, dental, mental, and other health services;

(6) Coordination with the District Transportation Director to ensure that transportation services are available to enable students to attend schools selected under section 722(g)(3) of the McKinney-Vento Act;

(7) Coordination with Headstart, and other early intervention pro-

grams and services, to expedite admission of homeless children of preschool age in developmentally appropriate early childhood education programs;

(8) Coordination with district programs and community resources to attract, engage, and retain homeless children and youth, and unaccompanied youth, in public school programs and services in Moorhead District provided to non-homeless children and youth;

(9) Collaboration with the Area Learning Center to provide homeless students with extended day, year round programming to address academic development, recreation, personal - social development, etc., throughout the calendar year;

(10) Provision of resources to cover fees and costs associated with tracking, obtaining, and transferring records necessary for the enrollment of students in school;

(11) Coordination with education and training programs for parents of homeless children and youth regarding the rights their children have as homeless individuals and regarding the educational nd other resources available to children;

(12) Collaboration with other programs and services to expand and enhance the services available to at risk children and youth (ie: highly mobile families), including programs funded under the Runaway and Homeless Youth Act;

(13) Coordination with school and community programs providing violence prevention counseling and referrals to such counseling;

(14) Coordination with school and community programs which address the particular needs of eligible children and youth that may arise from domestic violence;

(15) Collaboration with school and community programs concerning provision of supplies to non-school facilities serving eligible students and adapting these facilities to enable them to provide services;

(16) Collaboration with school and community programs concerning

provision of school supplies to eligible students at shelters, temporary housing facilities, and other locations as appropriate; and

(17) Collaboration with school and community programs to provide extraordinary or emergency services to eligible students as necessary to enroll and retain such children and youth in school.

New initiatives for the LEA Liaison and Moorhead Education of Homeless Children and Youth Project staff for academic years 2007-2010 include:

(1) Collaboration with Lakes & Prairies Community Action Partnership Homeless Assistance and Prevention Program (L&P HAPP) to address the needs of homeless children and youth in the Moorhead District, including expanded shelter capacity for families, counseling for children and youth residing in the shelter, and group space for tutoring and other educational services;

(2) Participation in a community wide task force to address the needs of unaccompanied youth in the Fargo Moorhead area, including education, advocacy, and shelter; and

(3) Collaboration with other district programs and services to identify research based strategies to rigorously address the needs of at risk learners (ie: highly mobile students) who are not meeting academic benchmarks.

The Moorhead School District has provided services to over 1800 homeless students and their families through the Education for Homeless Children and Youth Project Grant since 1995. The Project continues to be an important resource for homeless learners and their families. Many families have experienced multiple episodes of homelessness, and have received services intermittently throughout the Project.

The Project promotes and addresses the needs of homeless children and youth and strives to increase protective factors to support school achievement. The LEA Liaison, School Social Worker, and Family Outreach Worker provided by the Project, will continue to link with other service providers to provide wrap around processes to reduce educational barriers (ie: YWCA Shelter, Youthworks, Churches United Shelter, Student Assistance Teams, School Support Staff, etc.)

LEA PROJECT BUDGET: EXPENDITURES BY SOURCES OF FUNDS

Instructions: Please place the specific "UFARS Object Codes" in each of the "budget item categories" for at least the EHCY (Finance Dimension 459) and the Title I Set-aside "sources of funding." Indirect costs are not allowable. Only costs directly supporting grant activities may be included in the budget request.

UFARS Object Codes	Budget Item Description	Sources of Funding			
		EHCY	Title I Set-aside	Other	Project Total
110	Executive Managerial				
140	Licensed Instruction				
141	Non-licensed Instruction				
143	Licensed Support	2691	10762		13453
144	Non-licensed Support				
145	Substitute Licensed Instruction	2951			2951
170	Clerical/Non-instruction Staff				
185	Extended Time	4515			4515
200	Fringe Benefits (all)	4953			4953
305	Fees for Service/Consulting	23508			23308
329	Postage				
350	Repairs and Maintenance				
360	Transportation Costs	200			200
366	Instate Travel Expense	3949			3949
368	Out-of-State Travel/Inter depart. travel	1000			1000
369	Field Trips				
398	Chargeback (phone/printing)	710			710
430	Supplies and Materials	4942			4942
433	Supplies (individualized)	500			500
461	Tests and Scoring				
470	Media Resources				
490	Food				
530	Equipment				
555	Technology				
820	Dues and Membership				
TOTAL		49900	10762		60662

OVERVIEW: 2008-2010 MCKINNEY-VENTO EDUCATION OF HOMELESS CHILDREN AND YOUTH GRANTS FOR LOCAL EDUCATION AGENCIES

PROJECT DESCRIPTION

The McKinney-Vento EHCY grants come from an annual federal Department of Education allocation to state educational agencies, which are then awarded competitively to local education agencies with a significant homeless student population based on need and the quality of the proposed project or program. The Minnesota Department of Education has decided to award these grants on a three-year cycle to ensure quality planning, implementation and evaluation of projects or programs. The primary goals of all such projects or programs should be to improve the enrollment, attendance and academic achievement of homeless students. There is much information and guidance on homeless student rights and quality educational programming for interested applicants on the Website of the National Center for Homeless Education at www.serve.org/nche. Programs selected for award are expected to engage in a continuous improvement framework where data is continuously collected and used to inform planning, decision-making and program evaluation.

ELIGIBILITY

The grants are awarded only to Local Education Agencies (LEAs), which are public school districts, including Intermediate School Districts (ISDs) and educational districts, and charter schools in Minnesota. Community agencies or organizations which are interested in creating a program for the education of homeless children or youth should partner with a local education agency in order to apply for a grant; they are not eligible to apply directly for a grant. According to the McKinney-Vento Act, "LEA sub-grants shall be awarded on the basis of the need of such agencies for assistance under this subtitle and the quality of the applications submitted. In determining need, the State Education Agency (SEA) may consider the number of homeless children and youths enrolled in pre-school, elementary, and secondary schools within the area served by the LEA, and shall consider the needs of such children and youths and the ability of the LEA to meet such needs."

FUNDS AVAILABLE AND AWARD AMOUNTS

A total of $450,000 will be awarded to LEAs for fiscal year 2008. LEAs awarded grants are eligible to receive grants for the following two fiscal years, 2009 and 2010, until a new grant cycle opens. Amounts awarded in those years will depend on the overall federal McKinney-Vento EHCY allocation to the Minnesota Department of Education, as well as progress documented in periodic progress reports and annual evaluation reports. These funds are intended to supplement, not supplant, existing efforts on behalf of homeless students. The use of these funds may not result in a decrease of state, federal and local funds for activities that would have continued without McKinney-Vento EHCY discretionary funding assistance.

LEAs will be able to apply for levels of funding based on their overall total student enrollment. LEAs with a total enrollment of 10,000 students or more can apply for awards up to $100,000. LEAs with a total enrollment of between 3,000 and 9,999 students can apply for awards up to $50,000. LEAs with a total enrollment of under 3,000 students may apply for awards up to $25,000. No project budget should exceed the amount for which the LEA is eligible to apply. The minimum award amount is $10,000.

Applications will be reviewed by a committee comprised of state and local professionals who do not have a conflict of interest with any of the applicants. Recommendations from the review committee are then evaluated by the Minnesota Department of Education. The Minnesota Department of Education will make final funding decisions. It is anticipated that successful applicants recommended for award will be notified by mid July. Selected awardees must wait until they receive the signed Official Award Notification **before** providing any services and before any expenditures may be incurred. ***Any expenses incurred prior to the full execution of the Official Award Notification are not reimbursable and are the responsibility of the applicant/awardee.**

This notification of application materials does not obligate the state to make an award. The state reserves the right to cancel this notification if it is considered to be in the state's best interest.

APPLICATION DUE DATE AND SUBMISSION

To prepare to complete all sections of this application, applicant should gather data and information by survey, interview, observation and/or additional documentation (e.g., staff program records, state assessments and other achievement data, LEA and shelter staff records, school enrollment records, school attendance records and LEA budget records.) All applications must contain the following four items:

- A signed Identification Information sheet (1 page)
- The narrative sections (1-10) of the application (20 pages maximum)
- The Budget Narrative and LEA Project Budget (3 pages maximum)
- A signed Agreement to Comply (1 page)

A total of five copies (original plus 4 copies) of each application should be submitted complete and all applications must be received at the Minnesota Department of Education by 2:30 p.m., Central Daylight Time on Tuesday, June 19, 2007. Please send applications addressed to: JulAnn Meech, Minnesota Department of Education – P-27, 1500 Highway 36 West, Roseville, MN 55113-4266.

Faxed or e-mailed applications will NOT be accepted or reviewed.

Any questions concerning the application itself may be directed to John McLaughlin, State Coordinator, Education of Homeless Children and Youth, Minnesota Department of Education by or e-mail at john.mclaughlin@state.mn.us .

ASSURANCES

'he Grantee (which refers to the applicant's status after it has been awarded grant funds) shall comply with all applicable ederal, state and local laws, ordinances, rules and regulations and provisions stated herein in the performance of the grant ward. The applicant shall sign and submit the attached "AGREEMENT TO COMPLY" form indicating its agreement hould grant funds be awarded.

. SURVIVAL OF TERMS

The following clauses survive the expiration or cancellation of this award: 4(d). State Audits; 5. Liability; 7. Publicity and Endorsement; 8. Government Data Practices and Intellectual Property; 9. Data Disclosure; and 12. Governing Law, Jurisdiction, and Venue.

2. USE OF FUNDS

The use of funds shall be limited to that portion identified in the Application Materials and the attached application and by any applicable state or federal laws. Funds may not be used for gifts or novelty items (unless individually and specifically approved by the STATE) or for payments to vendors displaying exhibits. Funds may not be used to pay for or support other projects not identified in this application. Funds may not be used for the benefit of state employees, which includes, but is not limited to, reimbursement for any expenditures, including travel expenses; costs of registration fees for training sessions or educational courses presented or arranged by; payments to state employees for presentations at workshops, seminars, etc., whether on state time, vacation time, leave of absence, or any other non-work time.

A. The grantee, in the conduct of activities under this award, shall submit such reports as may be required by written instructions of the STATE within the times required by it. The STATE shall withhold funding if reporting requirements are not met in a complete, accurate and timely manner.

B. The grantee shall present reports to the Commissioner of the Department of Education (COMMISSIONER) or State's Authorized Representative. At the COMMISSIONER'S discretion, the reports may be presented at Departmental, legislative, other state agency, or public meetings where the grantee shall be available to explain the PROJECT and to respond to questions.

C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid provided that the grantee shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current "Commissioner's Plan", promulgated by the Commissioner of Employee Relations, and grantee will only be reimbursed for travel and subsistence outside the state of Minnesota if it has received prior written approval for such out-of-state travel from the STATE.

D. The State will promptly pay the grantee after it presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the schedule as outlined in the AWARD.

3. EQUIPMENT

Upon termination of the award, all equipment purchased during the award period shall be returned by the grantee to the STATE at the State's discretion.

4. FINANCIAL AND ADMINISTRATIVE PROVISIONS

A. ALLOWABILITY OF COSTS. For federal funds, allowability of costs incurred under this award shall be determined in accordance with the procedures and principles given in the federal publications "Office of Management and Budget" (OMB). For all funds, no claim for materials purchased in excess of budget categories or program services not specifically provided for in this award by the grantee will be allowed by the STATE unless approved in writing by the STATE. Such approval shall be considered to be a modification of the award. There may be additional limitations on allowable costs which shall be noted in the award.

B. RECORDS. The grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Application to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services, and other costs and expenses of whatever nature. The grantee shall use generally accepted accounting principles. The grantee shall preserve all financial and cost reports, books of account and supporting documents, and other data evidencing costs allowable and revenues and other applicable credits under this award which are in the possession of the grantee and relate to this award, for a period of no less than six years and the respective federal requirements where applicable.

All pertinent records and books of accounts related to this award and subsequent awards shall be preserved by the grantee for a period of six years subject to the following criteria:

1. The six-year retention period shall commence from the date of submission of the final expenditure report.
2. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
3. The grantee agrees to cooperate in any examination and audit under the provisions of this paragraph.

C. EXAMINATION AND AUDIT OF ACCOUNTS AND RECORDS. The STATE or its representative or the federal administering department (when applicable) shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs and the method of implementing the award. The grantee shall make available at its office and at all reasonable times before and during the period of record retention, proper facilities for such examination and audit.

D. STATE AND FEDERAL AUDITS. The books, records, documents, and accounting procedures and practices of the grantee shall be subject to examination by the State or federal auditors, as authorized by law. Minnesota Statutes, section 16C.05 subdivision 5, requires the State audit clause be in effect for a minimum of six years. Federal audits shall be governed by requirements of federal regulations.

1. If the grantee (in federal OMB Circular language known as "subrecipient") receives federal assistance from the State of Minnesota, it will comply with the Single Audit Act of 1984 as amended and OMB circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" for audits of fiscal years beginning after June 30, 1996; or

2. The grantee will provide copies of the single audit reporting package (as defined in A-133 section 320(c), financial statement audits, management letters and corrective action plans to the STATE, the Office of the State Auditor, Single Audit Division, or Federal Audit Clearinghouse in accordance with OMB A-133.

5. LIABILITY

Grantee agrees to indemnify and save and hold the STATE, its agents and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE arising from the performance of the award by grantee's, agents or employees. This clause shall not be construed to bar any legal remedies grantee may have for the STATE'S failure to fulfill its obligations pursuant to the award and subsequent awards.

6. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

A. Intellectual Property Rights:

The STATE shall own all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under the award. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this award. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the grantee, its employees, agents, or subcontractors in the performance of this award. The Documents will be the

exclusive property of the STATE and all such Documents must be immediately returned to the STATE by the grantee upon completion or cancellation of the award. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works for hire". The grantee assigns all right, title, and interest it may have in the Works and the Documents to the STATE. The grantee, at the request of the STATE, shall execute all papers and perform all other acts necessary to transfer or record the STATE's ownership interest in the Works and Documents.

B. Obligations

1. Notification: Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the grantee, including its employees and subcontractors, in the performance of the award, the grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. Representation: The grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the STATE, and that neither the grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property of other persons or entities. Not withstanding Liability clause 5, the grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the grantee's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the grantee's or the STATE's opinion is likely to arise, the grantee, must at the STATE's discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition and not exclusive of other remedies provided by law.

7. PUBLICITY

Any publicity given to the program, publications, or services provided resulting from the award, including, but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared for the grantee or its employees individually or jointly with others or any subawardees, shall identify the STATE as the sponsoring agency. The publicity described may only be released with the prior approval of the State's Authorized Representative. The applicant/awardee must not claim that the State endorses its products or services.

8. GOVERNMENT DATA PRACTICES

The grantee and the STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the STATE under the award, and as it applies to all data created collected, received, stored, used, maintained or disseminated by the grantee under the award. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data referred to in this paragraph by either the grantee or the STATE.

If the grantee receives a request to release the data referred to in this paragraph, the grantee must immediately notify the STATE. The STATE will give the grantee instructions concerning the release of the data to the requesting party before the data is released.

9. DATA DISCLOSURE

Under Minnesota Statute § 270.66, and other applicable law, the grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the grantee to file state tax returns and pay delinquent state tax liabilities, if any.

). WORKERS' COMPENSATION
Grantee certifies that it is in compliance with Minnesota Statute § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility. (Exemption/Waiver as allowed under law.)

1. ANTITRUST
Grantee hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the award resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

2. GOVERNING LAW, JURISDICTION AND VENUE
Minnesota law, without regard to its choice-of-law, provisions, governs the Award. Venue for all legal proceedings arising out of the award, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. LOBBYING
As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for organizations granted an award over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the grantee must certify that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of organization, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal award, and the extension, continuation, renewal, amendment, or modification of any federal award.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, the grantee shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The grantee shall require that the language herein shall be included in any award documents for all subawards at all tiers (including subgrants, contracts under award, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

14. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The grantee certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(2) Have not within a three-year period preceding this application or award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

B. Where the grantee is unable to certify to any of the statements herein, he or she shall attach an explanation to the **AGREEMENT TO COMPLY FORM** as part of the application.

5. DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.600, 85.605 and 85.610 -

A. The grantee certifies that it will or will not continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;
(b) The grantee's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation, and employee assistance programs; and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the award, the employee will:

(a) Abide by the terms of the statement; and
(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected award;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5), and (6).

6. DRUG-FREE WORKPLACE (Awardees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for awardees, as defined at 34 CFR Part 85, Sections 85.600, 85.605 and 85.610 -

A. As a condition of the award, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity under the award; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any award activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected Award.

17. TRANSFERABILITY

The grantee shall not transfer or assign to any party or parties any right(s), obligation(s) or claim(s) under the award without the prior written consent of the STATE. It is understood, however, that grantee remains solely responsible to the STATE for providing the products and services described.

18. TIME

The Grantee must comply with all the time requirements described in the application and award. In the performance of this award, time is of the essence.

19. OTHER PROVISIONS

A. The local school district will use the application as the basis for operation and administration of the program. Project reports (ED-02176) are required on a quarterly basis, with the final Financial and Program Reports due annually by September 30th.

B. The local school district will use the grant funds in accordance with the requirements of the McKinney-Vento Homeless Assistance Act.

C. The local school district shall coordinate McKinney-Vento and Title I plans regarding the provisions of services for students from homeless situations.

D. The local school district will ensure that each child of a homeless individual and each homeless youth will have access to a free, appropriate public education which would be provided to the children of the residents of the State and is consistent with the State school attendance laws.

E. The local school district must ensure that students experiencing homelessness will be given opportunities to meet the same challenging state academic achievement standards that all students are expected to meet.

F. The local school district must, to the extent feasible, keep students in their school of origin (defined as the school attended when permanently housed or the school last attended), unless it is against the parent's or guardian's wishes.

G. The local school district must immediately enroll students from homeless situations, even if they do not have required documents such as school records, I.E.Ps, medical records, immunizations, proof of residency, or other documents. The term enroll is defined as attending classes and fully participating in school activities.

H. The local school district must immediately admit students from homeless situations to the school of choice while an enrollment dispute is being resolved.

I. The local school district must provide homeless students with transportation to and from their school of origin, by a parent or guardian's request (or LEA liaison assisting homeless youth).

J. The local school district must designate an appropriate staff person as the LEA liaison for students from homeless situations.

K. The local school district must adopt policies and practices to ensure that homeless children and youth are not segregated on the basis of their status as homeless, or stigmatized.

L. The local school district will ensure access to appropriate educational services comparable to those offered to other resident students.

M. The local school district will develop relationships and collaborate with other relevant education, social service, health, shelter and other advocate organizations.

N. The local school district shall provide public notice of the educational rights of homeless students and disseminate this information where children and youth receive services under the Act (such as schools, family shelters, and soup kitchens).

O. Local school district will ensure that assistance under the grant will supplement and not supplant funds used before the award of the grant for purposes of providing services to homeless children and youth.

P. The local school district will report statewide assessment data for all enrolled homeless students every fall for the previous school year.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.114**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Bicken, Director of Human Resources

DATE: June 4, 2007

RE: Early Retirement

The administration requests approval of Early Retirement of the following person:

Shirley Larson	Paraprofessional, Horizon Middle School, effective June 1, 2007 (Revision from Resignation on the 5/29/07 agenda)

SUGGESTED RESOLUTION: Move to approve the Early Retirement of Shirley Larson as presented.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.115**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: June 4, 2007

RE: Resignation

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

Ashley Hill	Paraprofessional, High School, effective June 1, 2007.
Silvia Granados Campos	Spanish Immersion Teacher, Hopkins Elementary, effective June 1, 2007.
Terry Shercliffe	Assistant Hockey Coach, High School, effective at the end of the 2006-2007 season.
Greg Salvevold	Assistant Hockey Coach, High School, effective at the end of the 2006-2007 season.

SUGGESTED RESOLUTION: Move to approve the resignation of Ashley Hill, Silvia Granados Campos, Terry Shercliffe and Greg Salvevold as presented.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.116**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nelsen, Director of Human Resources

DATE: June 4, 2007

RE: Change in Contract

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

Abram Perez	Night Custodian, High School to Day/Night Custodian, Hopkins Elementary and High School, effective June 4, 2007.
Karla Brewster	Reading Recovery Teacher Leader, Hopkins C52 (16) Supervisor Schedule to Reading Recovery Teacher/Reading Intervention Teacher MA+20 (13), $58,956.00 2006-2007 Teacher Schedule Robert Asp Elementary, effective with the 2007-2008 school year. (Replaces Diane Erickson)
Charlene Lien	LD Teacher, Hopkins Elementary to RTI Coach/Title 1 Teacher, Robert Asp Elementary, effective with the 2007-2008 school year. (Replaces Ginny Rutter)

SUGGESTED RESOLUTION: Move to approve the change in contract for Abram Perez, Karla Brewster and Charlene Lien as presented.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.118**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: June 4, 2007

RE: Teacher Recall

The administration requests the approval of the recall of the following person under the provisions of Article XXII of the Teachers' Master Agreement.

Sayra Crary	ESL Teacher, Horizon Middle School, 1.00 FTE, BA (5) $35,083.00 (2006-2007 Salary Schedule), effective for the 2007-2008 school year. (Replaces Kathleen Andrews)

SUGGESTED RESOLUTION: Move to approve the recall of Sayra Crary pursuant to Article XXII of the Teachers' Master Agreement.

Department of Human Resources
Moorhead Area Public Schools

Memo **HR.07.117**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: June 4, 2007

RE: New Employee

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.

Natalie Van Valkenburg	Third Grade Teacher, Robert Asp Elementary, BA+30 (1) $34,775.00, (2006-2007 Salary Schedule) effective with the 2007-2008 school year. (New FTE per staffing plan)
Erika Thiel	Third Grade Teacher, Robert Asp Elementary, MA (3) $38,842.00 (2006-2007 Salary Schedule), effective with the 2007-2008 school year. (Replaces Diane Johnson)
Julie Schauer	Second Grade Teacher, Robert Asp Elementary, BA+30 (1) $34,775.00 (2006-2007 Salary Schedule), effective with the 2007-2008 school year. (New FTE per staffing plan)
Martin Tonn	Building and Grounds Supervisor, Maintenance & Transportation, C44 (8) $64,625.00, effective August 1, 2007. (Replaces Orv Kaste)
Cheri Gess	Instructional Assessment Coach, District, MA+30 (7) $51,168.00, effective beginning with the 2007-2008 school year. (Replaces .50 FTE of Sandy Kortan & .50 FTE new proposed position)
Mark Fabian	Science Teacher, High School, BA (2) $31,758.00, effective beginning with the 2007-2008 school year. (Replaces .50 FTE Jennifer Engkjer & .50 FTE Amy Miller)

Mark Fabian	Assistant Hockey Coach, High School, to begin with the 2007-2008 season. (Replaces Rory Sandvig)

SUGGESTED RESOLUTION: Move to approve the employment of Natalie Van Valkenburg, Erika Thiel, Julie Schauer, Martin Tonn, Cheri Gess and Mark Fabian as presented.

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

MEMBERS ABSENT: None.

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: Erickson moved, seconded by Fagerlie, to approve the agenda as revised. Motion carried 7-0.

WE ARE PROUD:

*** **We Are Proud** of three Moorhead High School musicians selected through an audition process for the Minnesota All-State Orchestra. The students are Andrew Chen, violin, Emily Swedberg, violin, and Emma Hughey, viola. The All-State Orchestra performed February 17 at Orchestra Hall in Minneapolis. Jon Larson is the Moorhead High School orchestra teacher.

*** **We Are Proud** of three Moorhead High School string players for being selected by audition to perform with the MNSOTA Middle Level Honors Orchestra on February 17. The students are Rachael Meier, violin, Matt Nicolai, cello, and Tessa Wakefield, cello. Jon Larson is the Moorhead High School orchestra teacher.

*** **We Are Proud** of the Moorhead High School Freshman Orchestra for being awarded two Superior with Distinction ratings at the MNSOTA Tier I Orchestra Festival February 27. As part of the award, the Freshman Orchestra worked with members of the Minnesota Orchestra on April 2 and performed at the MNSOTA Tier II Orchestra Concert at Orchestra Hall in Minneapolis. The Freshman Orchestra is comprised of 78 ninth-grade string players and is under the direction of Jon Larson.

*** **We Are Proud** of three Moorhead High School wrestlers who advanced to the 2007 State Wrestling Tournament. Luke Tweten and Ben Wheeler placed second in their weight classes in the section tournament while Justin LaValle finished first in his weight class in the section

tournament. Justin LaValle placed third at state. Paul Larson, Caleb Schlack and Ben Thoreson are the wrestling coaches.

*** **We Are Proud** of the Moorhead High School girls basketball team for placing first in Section 8AAAA and advancing to the quarterfinals of the state tournament. Team members are Candice Grimm, Kelsey Jacobson, Nicole Jefferson, Jenna Dolence, Sabrina Sam, Trish Vanyo, Sarah Peterson, Kate Olsen, Ashley Randash, Gina Jaroszewski, Kaitlyn Rogalla, Amanda Maddux, Britta Adsten, Kassie Hooten, Kasey Steckler and Miki Stephenson. Student managers are Elisabeth Hanson and Amanda Enns. Head coach is Jim Kapitan, and assistant coaches are Mark Perry, Ron Drechsel, Mike Kieselbach, and Bobbie Jo Gulsvig.

*** **We Are Proud** of Horizon Middle School students who advanced to the Minnesota State History Day at the University of Minnesota on April 21. More than 250 students participated this year in the National History Day program at Horizon Middle School. Eighty projects competed in the school competition where 23 of the projects advanced to the Regional History Day competition on March 22 at MSUM. Ten projects were chosen to compete at Minnesota State History Day. Honorable mention was awarded to Ian Glidden for his exhibit on "Ellis Island" and to Cassandra Hansen, Megan Thompson, and Tanner Tweten for their group performance on "David Faber." Additional state competitors were Maija Lindaas, Ashley Wood, Gabe Wright, Abby Tietz, Sarah Gerber, Morgan Holm, Andrew Olsen, Tim Solum, Andrew Carlson, Sam Wisenden, Crystal Ingvalson, Brianna Alvarez, Kelsey Kalahar, Kylie Windecker, Kathryn Eggert, Grace Duginski, and Nina Grollman.

History Day teachers are Kate Evenson, Marsha Johansen, Lynn Johnson and Carla Smith.

*** **We Are Proud** of Horizon Middle School students who had outstanding achievement in the 2007 Midwest Academic Talent Search. A recognition ceremony was held April 24 to recognize the accomplishments of the 45 students from Horizon Middle School who participated in this year's Midwest Academic Talent Search sponsored by the Center for Talent Development at Northwestern University.

Special recognition was given to students with outstanding achievement. Top-scoring students on the ACT were Henry Dobbs, Austin Hauf, Zachary Drechsel, Maija Lindaas and Gabe Wright. Top-scoring students on the SAT were Sam Wisenden, Libby Sternhagen, Andrew Carlson and Eunhae Park for top combined scores and Seiko Shastri for the top SAT writing score. The

Midwest Talent Search is coordinated at Horizon Middle School by Lois Brown.

*** **We Are Proud** of Moorhead High School students Justin Larson and Westin Schreiner who competed in the state finals of the Ford/AAA Student Auto Skills competition on April 25 in Minneapolis. Moorhead High School placed first in Minnesota in the school written test and first in the team written test. At the state finals, Larson and Schreiner placed second overall in the hands-on trouble shooting contest, which requires each team to correctly diagnose and repair intentionally installed faults or "bugs" on identical vehicles. Lauren Rood is the automotive teacher at Moorhead High School.

*** **We Are Proud** of Nazdar Hassan, Kurdish liaison in the district, for receiving the 2007 YWCA Woman of the Year Advocate for Equality award. The Woman of the Year awards recognize outstanding women from the Cass-Clay area who have demonstrated leadership or achievement in their field and the community. The Advocate for Equality award specifically honors a woman whose work or community involvement promotes respect, inclusion and equal rights for all people.

*** **We Are Proud** of Moorhead High School student Alexis Stadstad for receiving the 2007 YWCA Woman of the Year Young Woman of Tomorrow 15-18 award. The Woman of the Year awards recognize outstanding women from the Cass-Clay area who have demonstrated leadership or achievement in their field and the community. The Young Woman of Tomorrow award specifically honors a young woman who has demonstrated exceptional leadership, scholastic ability, volunteer service or special achievements.

*** **We Are Proud** of seven Moorhead teams that placed first, second or third in the Moorhead Regional Destination Imagination Tournament in March.

In CSI: DI, The Fluffy Tourists from Robert Asp Elementary placed second in the elementary level. Team members are Thomas Becker, Anna Pinkney, Jocie Nelson, Jeremy Wang, Shontel Smith, Linneah Becker and Kiana Larghe. Team managers are Terri Smith and Matt Becker.

In CSI: DI, at the middle level, DIDA: Detectives in Disguise Agency finished in first place. Team members are Sam Williams, Carson Stowe, Abdu Frederickson, Jadeyn Feuillerat, PJ Guglielmini, Lexi Lyon, and Cameron Wintersteen. Ron Williams is the team manager.

In Cardiology, 7 ate 9 from Ellen Hopkins Elementary placed second at the elementary level. Team members are Elizabeth Johnson, Zachary Manning, Tracy Athmann, Erika Hoaby, Ryan Sadlowski, Adam Bakken and Elisabet Samonides-Hamrick. This team received a Spirit of Discovery award for Team Spirit. Bryan Draxten is the team manager.

At the middle level, the CarDIvores from Horizon placed first in Cardiology. Team members are Glen Ellingson, Sam Riehle, and Ben Suits Baer. The team manager is Julia Suits Baer. This team also received a Spirit of Discovery award for their teamwork.

In Switching Traditions, the Smarties from S.G. Reinertsen Elementary earned first place at the elementary level. Team members are Madison Brenamen, Rachel Rosson, Megan Teiken, Ariel Olson, and Brianna Gruenberg. The team manager is Shannon Olson.

In Round About Courage, The Stars placed third. Team members are Cassidy Klostriech, Skyler Klostriech, Emily Hartjen, Elizabeth Hartjen, Abby Lundborg, Sierra Kolle, and Tristian Clemedtson. The team manager is Sara Klostriech. The Courageous Desktopians from Robert Asp Elementary placed first. Team members are Brenna Vanyo, Sydney Arends, Drew Swenson, Tyler Eidsness, Erin Eidsness, Andrea Wilmer and Breann Adamek. Team managers are Abby Gold and Missy Eidsness.

DIDA, the Smarties, the Courageous Desktopians, the Fluffy Tourists, and CarDIvores qualified for the Minnesota State Destination Imagination Tournament on April 21, 2007 at Chaska High School.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Gifts - Accept the donation of Guided Reading Books valued at $50 from the MSUM Chapter of Education Minnesota Student Program. The books will be used in the Early Childhood Family Education Program.

Accept donations received from the following businesses and organizations for the Wisdom Retreat for Moorhead seniors:

Contributions of more than $250: MHS Student Council and Moorhead Community Education.
Contributions of $200-$250: American Lodge and Suites, Moorhead High Key Club, Rick Electric, and Spud Boosters.
Contributions of $100: Case Wise, Cass-Clay Creamery, Dakota Warehouse, Inc., Northern Improvement, Pan O' Gold Baking Co., and State Bank & Trust.
Contributions of $50: Crane Johnson and Wright Funeral Home.
Contributions of $25 or less: Any College Network, Inc., Bert's Trucking, Dr. Jeffrey Harvey, Haugen Masonry, Morlock Chiropractic, One America, Josh Arnold, Raymond Simmons, DDS, PA, and Dr. David Tranby.

Accept the donation of a telescope from Holly Erdmann valued at $200 for use in the Horizon Middle School Science Department.

Grant - Accept the U.S. Department of Education Office of Indian Education Grant for Indian Education programming for the 2007-2008 school year in the amount of $45,877.

Assessment Instructional Coach Position - Approve the 1.0 FTE position for an Assessment Instructional Coach position to begin the fall of 2007. The Assessment Instructional Coach will work with individual building committees and school administration to continue to develop individual school improvement plans to include staff development focused on curriculum, student learning and assessments. Funding sources include .5 Title I Federal funding and .5 Special Education Federal funding.

Agreement - Approve the Agreement for Provision of Athletic Training and Exercise Physiology Services with MeritCare Medical Group. The agreement costs are as follows: 2007-08 school year - $2,000; 2008-09 school year - $4,500; 2009-10 school year - $5,000; 2010 -11 school year - $5,500; and 2011-12 school year - $6,000.

Bid Advertisement - Approve the advertising of bids for the Moorhead High School tennis court project.

Lease Agreement - Approve the three-year lease agreement with Oberg Farms relating to the agricultural land described as the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Fourteen (14), Township One Hundred Thirty-nine (139), Range Forty-eight (48), Clay County, Minnesota. The rental fee is is $4,000 per year to conclude November 2009.

Construction - Approve construction of a ticket booth/concession stand at the soccer fields located at Horizon Middle School.

Early Retirement

Emilia King - Paraprofessional, Ellen Hopkins Elementary, effective at the end of the 2006-2007 school year.

Resignations

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

Jennifer Stompro - Spanish Immersion Teacher, Ellen Hopkins Elementary, effective at the end of the 2006-2007 school year.

Gretchen Olsgard - Food & Nutrition Worker, Ellen Hopkins Elementary, effective April 30, 2007.

Family/Medical Leave

Suzanne Nelson - Teacher, High School effective approximately October 6, 2007 for approximately six weeks.

Change in Contract

Jennifer Engkjer - Science Teacher, High School from 1.00 FTE to .50 FTE effective August 28, 2007.

New Employee

Kayte Ward - Bus Driver, Transportation, $11.77 per hour, 20-25 hours per week, effective April 13, 2007. (Replaces 1/2 of Gary Huck)

David Juarez - Cafeteria Supervisor/Hall Security, Horizon Middle School, $8.22 per hour, 3 hour per day, effective May 1, 2007. (Replaces Anne Marie Sepeda)

Scott Weekland - Cafeteria Supervisor, Horizon Middle School, $8.22 per hour, 3 hours per day, effective May 1, 2007. (Replaces Vian Kasim)

Minutes - Approve the April 9 and 23, 2007 regular meeting minutes and the April 23, 2007 special meeting minutes as presented.

Claims - Approve the May Claims, subject to audit, in the amount of $993,056.99.

General:	$842,779.10
Food:	$113,002.98
Community Service:	$36,243.66
Debt:	1,031.25
TOTAL	$993,056.99

Motion carried 7-0.

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.)

Midwest Academic Talent Search and History Day Projects - Carla Smith, History Day teacher, introduced the National History Day Program and objectives. Horizon Middle School students Cassandra Hansen, Megan Thompson and Tanner Tweeten presented their project performance on "David Faber," Gabe Wright presented his documentary titled "The Battle of Marathon," Maija Lindaas and Ashley Wood presented their documentary titled "The Black Death" and Ian Glidden displayed his exhibit board titled "Ellis Island." The Midwest Talent Search is a program that offers above grade level testing as a part of the gifted and talented programming at Horizon Middle School.

APPROVAL OF HEALTH INSURANCE CARRIER: Mark Belz, district's health insurance consultant, presented information on the 2007-08 Health Insurance Proposal Analysis. This information was reviewed and recommended by the district's Health Insurance Committee.

Thompson moved, seconded by Siggerud, to approve Health Partners as the school district health insurance carrier for the 2007-2008 and 2008-2009 plan years at an increase of 5 percent over the previous year and an increase not to exceed 15 percent for the 2008-09 plan year. Motion carried 7-0.

APPROVAL OF MAJOR MAGNITUDE FIELD TRIP TO COSTA RICA: Siggerud moved, seconded by Erickson, to approve the Major Magnitude Field Trip for Moorhead High School Spanish students to travel to Costa Rica on March 15-22, 2008. Motion carried 7-0.

APPROVAL OF MAJOR MAGNITUDE FIELD TRIP TO ITALY: Ladwig moved, seconded by Siggerud, to approve the Major Magnitude Field Trip for Moorhead High School Choir students to travel to Italy on March 13-19, 2008. Motion carried 7-0.

COMMITTEE REPORTS: Brief reports were heard related to the National School Boards Association Annual Conference, Activities Council, Indian Education Parent Committee, RRALC Cultural Night, S.G. Reinertsen PTAC, Instruction and Curriculum Advisory Committee, Early Childhood Advisory Committee, Ellen Hopkins PTAC, and Clay County Joint Powers Committee meetings.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Chair Tomhave reminded School Board members of the May 29 School Board Retirement Reception scheduled for 5:30 p.m. with the regular meeting starting at 7 p.m. and also the June 3 Graduation Ceremony scheduled for 1:30 p.m. at the Concordia Field House.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:48 p.m.

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Carol Ladwig, Clerk

MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Carol Ladwig, Kristine Thompson (7:13 p.m.), Bill Tomhave, and Dr. Larry P. Nybladh.

MEMBERS ABSENT: None.

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 6-0.

WE ARE PROUD:

*** **We Are Proud** of Deb Booth for being selected as a 2007 Local Wal-Mart Teacher of the Year. Booth is a second grade teacher at Ellen Hopkins Elementary. Each year, Wal-Mart and Sam's Club nationwide honor great teachers at each of their stores based on nominations from the community. As a Local Wal-Mart Teacher of the Year, Booth received a $1,000 grant from the Wal-Mart/Sam's Club Foundation to benefit Ellen Hopkins Elementary School. She also received a Wal-Mart gift card for herself.

*** **We Are Proud** of Joslyn Larson, second-grade teacher at S.G. Reinertsen Elementary, for receiving the Outstanding Contributions to Service-Learning Practice Award. This award recognizes one individual each year who has demonstrated the power of service-learning as a teaching strategy and made an exceptional contribution related to the advancement of service-learning in the state. Larson has used service-learning in her classroom for at least 12 years. She has a strong partnership with Eventide Homes, the nursing home that her students visit twice a month. She incorporates curriculum in all academic areas with an emphasis on literacy and math skills that provide socializing and entertainment for the children and the elders. Larson was recognized at the 2007 Minnesota Youth Service Celebration at the Capitol on May 17, 2007.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

CONSENT AGENDA: Siggerud moved, seconded by Fagerlie, to approve the following items

on the Consent Agenda:

Gifts - Accept the $200 donation from the Cargill Community Scholarship Program administered by the National FFA to support the Moorhead High School Library.

Funding - Accept the professional development/travel awards of $787 from the Lakes Country Carl D. Perkins Consortium for Lauren Rood to attend the AYES Training Conference in Dearborn, Michigan on July 16-20, 2007 and $695 for Kathi Salvevold to attend Drury University Camp Student Television Network Conference in Springfield, Missouri on June 22-28, 2007.

Grant - Approve the 2007 Migrant Supplemental Grant for $14,655 from the Minnesota Department of Education (MDE). Funding will be used for services for migrant students through existing programs as MDE did not fund the Migrant Summer School Program.

Summer School Program - Approve the 2007 Special Education Extended School Year (ESY) Program for Moorhead Schools from June 19 through August 2, 2007.

Early Retirement

Connie Nokken - Secretary, S.G. Reinertsen Elementary, originally requested for July 1, 2007, revised to June 1, 2007. (Revision)
Diane Erickson - Reading Recovery/Reading Intervention Teacher, Robert Asp Elementary, effective at the end of the 2006-2007 school year.
Karen Fjellanger - LD Teacher, Robert Asp Elementary. effective at the end of the 2006-2007 school year.

Resignations

Bethany Schwab - Paraprofessional, High School, effective May 29, 2007.
Andy Theis - Paraprofessional, Red River Area Learning Center, effective June 1, 2007.
Toni McCauley - Food & Nutrition Server, S.G. Reinertsen Elementary, effective May 31, 2007.
Mary Jaszkowiak - Food & Nutrition Server, S.G. Reinertsen Elementary, effective May 31, 2007.
Marla Anderson - Teacher, Adult Basic Education, effective June 30, 2007.
Matthew Snare - Custodian, High School, effective May 14, 2007.
Shirley Larson - Paraprofessional, Horizon Middle School, effective June 1, 2007.

Jennifer Engkjer - Science Teacher, High School, effective June 1, 2007.

Family/Medical Leave

Sara Williams - Psychologist, Robert Asp/EIS effective approximately July 6, 2007 for approximately eight weeks.

Change in Contract

Patricia Beach - Secretary, High School B21 (8) $14.06 per hour, 8 hours per day, 186 days per year to B22 (7) $14.32 per hour, 8 hours per day, 216 days per year, effective May 8, 2007. (Replaces Shirley Bouchard)

New Employees

Christopher Osborn - School Psychologist, District Wide, 1.00 FTE, MA+30 (2) $43,229.00, effective date August 28, 2007. (Replaces Lynn Halmrast)

Hanna Rodenbaugh - EBD Teacher, High School, 1.00 FTE, BA+10 (8), $38,396.00, effective August 28, 2007. (Replaces Michelle Bonitto)

Motion carried 5-1; Erickson abstaining.

APPROVAL OF RESOLUTION PROVIDING THAT SCHOOL BOARD GENERAL ELECTIONS HELD AFTER 2006 SHALL BE HELD IN THE EVEN-NUMBERED YEARS; ESTABLISHING A TRANSITION PLAN: Chair Tomhave delayed this item until School Board member Thompson's arrival at the meeting.

FIRST READING OF POLICY: The School Board conducted a first reading of the policy District Care Team Committee (234).

Thompson arrived at the meeting at 7:15 p.m.

APPROVAL OF RESOLUTION PROVIDING THAT SCHOOL BOARD GENERAL ELECTIONS HELD AFTER 2006 SHALL BE HELD IN THE EVEN-NUMBERED YEARS; ESTABLISHING A TRANSITION PLAN: Fagerlie moved, seconded by Erickson, to approve the Resolution Providing that School Board General Elections Held After 2006 shall be Held in the Even-Numbered Years; Establishing a Transition Plan as presented.

Following discussion, a roll call vote was taken. Erickson, Dulski, Siggerud, and Fagerlie voted in favor of the resolution and Thomspon, Tomhave and Ladwig voted against the resolution. Motion carried 4-3.

Erickson and Siggerud left the meeting at 7:30 p.m.

FIRST READING OF POLICIES: The School Board conducted a first reading of the following policies: Family and Medical Leave (422), Staff Development (446), School District Student Attendance (515), Student Discipline (551), Student Dress and Appearance (577), Special Education Programs (602), School District System Accountability (650), Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students (656), MAPS District State Mandated Testing Plan and Procedure (660), Student Transportation Eligibility Guidelines (720), Student Transportation Safety (721), and Complimentary Athletic Season Passes/Single Event Passes (832).

COMMITTEE REPORTS: Brief reports were heard related to the Health/Safety/Wellness Committee and the Superintendent's Advisory Council meeting.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Chair Tomhave reminded School Board members of the June 3 Graduation Ceremony. School Board members were asked to contact Michelle regarding their attendance at graduation.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:29 p.m.

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Carol Ladwig, Clerk

Department of Business Services
Moorhead Area Public Schools

Memo B.07.035

TO: Dr. Larry P. Nybladh, Superintendent

FROM: Mark Weston, Assistant Superintendent of Business Services MW

DATE: June 5, 2007

RE: Approval of School District Insurance Packages

Attached please find two letters from Tom Quam of Bremer Insurance detailing his insurance proposals for the Moorhead School District.

Effective July 1, the school district's insurance packages will expire. Our current agent of record, Bremer Insurance, has provided the lowest quote and best coverage for the coming year. Quotes were also received from Warner Insurance. I am pleased to report that our yearly premium has dropped roughly $60,000.00 from $201,139 last year to $142,490 for the 2007-08 school year. I have asked Tom Quam of Bremer Insurance, to attend the regularly scheduled June 11 School Board meeting to discuss the renewal premiums and answer any question you or the School Board may have.

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

MHW:mde
Attachments

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

May 29th 2007

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

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

We are pleased to bring you your renewal insurance proposal provided for you by the Minnesota School Board Association Insurance Trust. We are also providing you with an alternative proposal from Hanover Insurance Companies. In this document, we'll review the changes made to your renewal insurance proposal and the premiums for your renewal versus expiring insurance premium costs.

Coverage Description	Expiring Premium	MSBAIT Renewal	Hanover Option
Property	$123,046	$ 86,714	$ 78,727
Liability	$ 14,830	$ 11,856	$ 26,937
Crime	$ 1,054	$ 456	$ 701
Equipment Floater	$ 336	$ 336	$ 738
Boiler and Machinery	$ 15,299	$ 8,378	Included
Auto	$ 22,780	$ 17,476	$ 19,860
Umbrella	$ 6,998	$ 5,418	$ 5,815
School Leaders E&O	$ 16,796	$ 11,856	$ 7,630
Total Premium	**$201,139**	**$142,490**	**$140,408**

Several changes have been made to your insurance contract, which has affected your renewal premium. The changes we have made based on your instructions, are as follows.

Property valuation changes: You instructed us to increase your real & personal property to keep pace with inflation. The expiring MSBAIT blanket property limit was $138,816,382, our Hanover blanket property limit is quoted at $ 141,341,500. The MSBAIT property limit on their proposal did not include the inflationary increase, so we have calculated the renewal property premium shown above for an accurate comparison.

General Liability: Teacher and student populations were changed, to reflect your expected enrollment and teacher employment expectations.

Population Description	Expiring Population Count	Estimate 07 to 08 Count
Students	4,940	4,940
Teachers	418 FTE	400 FTE

Auto: No changes were made or requested for your renewal policy period.

Crime: No changes were made or requested for your renewal policy period.

Inland Marine: No changes were made or requested for your renewal policy period.

Garage Keepers: No changes were made or requested for your renewal policy period.

Boiler & Machinery: No changes were made or requested for your renewal policy period.

Umbrella: No changes were made or requested for your renewal policy period.

School Leaders E&O Coverage: No changes were made or requested for your renewal policy period.

While the proposals from our other carriers look attractive, we want to bring out several important considerations for your attention.

1. MSBAIT offers you true blanket property coverage for all real and personal property. This allowed MSBAIT to write a check for $62,480.75 when a Lab building at Morris Area School District burned to the ground in 2005 and was only insured for $26,880 on the MSBAIT property policy.
2. Sexual Abuse and Molestation coverage is also provided as separate limits on both the General Liability and School Leaders Errors and Omissions policies. The other carriers offer this coverage, but with more restrictive wording then contained on the MSBAIT proposal format.
3. MSBAIT covers the entity, not perpetrator for alleged sexual or abuse allegations without an Illegal Acts exclusion. Both of the other policy forms have the Illegal Acts exclusion continued in their policies. This is a significant advantage to insure through MSBAIT. *(The Hanover policy form provides limited coverage)*
4. The insurance marketplace is very competitive now and yes, you can save money switching to another market at this time. MSBAIT is here for the long term providing coverage that is broader then their competitors. Are you comfortable switching to a carrier that has not stood the test of time in Minnesota?
5. MSBAIT will be providing property appraisals for all schools insured through MSBAIT at no additional cost to the school district. This is an advantage for you as the other insurers will require you to provide property appraisals at your own cost if they are selected to write your districts package insurance coverage needs.

6. As part of the MSBAIT pricing strategy, if you take your Workers' Compensation policy as well as the commercial package, MSBAIT credits your renewal policies. If you move the property & liability package to another carrier, you would lose that MSBAIT Workers' Compensation discount for your renewal policy period.
7. Experience should also be a consideration for your schools district in selecting your insurance representative. Our agency insures many School Districts. We understand the exposures to loss you face and have streamlined your policy to properly coverage for your exposures. Are you comfortable with other agencies and companies that have not been associated with your and other school districts in the past?

Coverage Comparisons between Hanover and MSBAIT:

Terrorism: MSBAIT does not offer Terrorism coverage. Hanover can add the Terrorism coverage endorsement. If you wish to purchase Terrorism coverage, add $1,660 to the Hanover proposal.

Computer Coverage: Hanover has quoted an optional $3,225,000 computer hardware coverage limit. If you wish to add computer coverage to your policy, add $3,225 to their proposal. MSBAIT did not offer a quote for this coverage.

Law Enforcement Liability: Hanover Insurance can add law enforcement liability to your policy, if you have an exposure. To add law enforcement liability to your policy, add $3,540 to the Hanover proposal. MSBAIT does not have this coverage.

Deductible Difference: You currently have a $2,500 property damage deductible with MSBAIT. Hanover quoted a $5,000 minimum property damage deductible. If you wish to increase your MSBAIT property deductible, your premium would also be decreased.

Medical Payments Coverage for Students: MSBAIT automatically gives you $1,000 med pay per child. To obtain this coverage limit from Hanover the premium cost per student is $3.00 With 4,940 students at $3.00 the additional cost to add this coverage to your Hanover proposal would be $14,820.

We are also providing you with various coverage forms from Hanover Insurance Company. Please review the attached examples of coverages provided and let us know if you would like assistance reviewing this material.

If you need any additional information, please let us know. Please let us know if you have any additional questions or need additional information as you review our proposals.

Thank you for placing your insurance business and trust with our agency. Your patronage of Bremer Financial Services is greatly appreciated. We stand committed to meeting your insurance needs now and into the future. Please let us know if we are not meeting your school's service expectations. If we are not, how can we improve our service to you?

Sincerely,

Tom Quam,
Bremer Insurance

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

May 29th 2007

Dr. Larry Nybladh, Superintendent
Mr. Mark Weston, Assistant Superintendent of Business Services
Moorhead Public Schools ISD #152
2410 14th St S
Moorhead, MN

Re: Workers' Compensation Insurance Proposal

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

We are keeping our workers' compensation proposal separate from your property and liability package proposal, so as not to confuse your package pricing options. If you want us to revise our proposal documents by putting them in a combined format, we will be happy to do so.

You're currently insured through the MSBAIT workers' compensation insurance program. As an alternative to MSBAIT we approached three insurers for your workers' compensation coverage needs. The carriers we are quoting include MSBAIT, St Fund Mutual and Hanover Insurance Companies. Western National declined to quote without a proper loss control visit. St Fund Mutual is a stand alone quotation. The Hanover quotation requires you to write their P&C package along with their workers' compensation policy if you accept their workers compensation proposal. You can choose to write the Hanover P&C package and not the workers' compensation policy, if that is your choice. We'll review for you the options we have available for your workers' compensation insurance coverage needs.

For your workers' compensation proposal, you gave us the expiring payrolls to quote your renewal. MSBAIT used higher payrolls then we are showing here, due to your most current audit. We will have the other carriers match MSBAIT premiums if you are interested in switching, but can't at this time due to lack of time for our scheduled appointment. Please take the payroll differences into consideration as you review these proposals.

Job Description - Code	- Payroll -	SFM Rate	– Prem	~ Hnr Rate	– Prem
Bus Drivers 7382	$ 258,300	6.00	$ 15,498	6.14	$ 15,860
Garage 8385	$ 36,500	6.33	$ 2,310	5.88	$ 2,146
Teachers 8868	$29,812,200	.75	$223,592	.70	$208,685
All other Emps 9101	$ 1,409,800	4.19	$ 59,071	4.50	$ 63,441
Other Drivers 7380	$ 28,200	7.43	$ 2,095	7.86	$ 2,217
Total Premium	**$31,545,000**		**$302,566**		**$292,349**
Increased Limits Factor			**+ 5,144**		**+ 2,923**
Experience Mod		**(1.00)**	**0**	**(1.00)**	**0**
Scheduled Credit		**(35%)**	**-107,699**	**(40%)**	**-118,109**
Premium Volume Discount			**- 19,946**		**- 20,078**
MN Special Compensation Fund			**+ 11,509**		**+ 7,472**
Terrorism Surcharge			**+ 6,309**		**+ 9,464**
Policy Fee			**180**		**+ 165**
Un-Audited Annual Premium Cost			**$198,063**		**$174,186**

Both St Fund and Hanover Insurance quotes are bid using a 1.00 Experience Modification factor. MSBAIT's workers' compensation program is a self insured program and does not get calculated through the State of MN Workers' Compensation rating bureau. If you accept the Hanover or St Fund proposals, you will be insured through a standard insurance carrier so you will develop a new experience modification factor based on your claims experience going forward. MSBAIT has calculated a .80 experience modification for your district based on their claims experience.

Job Description - Code		Payroll	MSBA Rate	Premium
Bus Drivers	7382	$ 255,582	5.24	$ 13,392
Garage	8385	$ 39,865	5.53	$ 2,205
Teachers	8868	$31,888,610	.66	$210,465
All other Emps	9101	$ 1,289,528	3.66	$ 47,197
Other Drivers	7380	$ 29,244	6.49	$ 1,898
Total Premium		**$33,502,829**		**$275,157**
Increased Limits Factor				**+ 4,815**
Experience Mod			**(.80)**	**- 55,994**
Scheduled Credit			**(29%)**	**- 64,954**
Premium Volume Discount				**- 16,049**
MN Special Compensation Fund				**+ 22,782**
Terrorism Surcharge				**+ 6,701**
Un-Audited Annual Premium Cost				**$172,458**

Hanover and St Fund are quoting, subject to receiving your 2004 to 2005 workers' compensation claims experience. The 04-05 claims were not included in the claims summary you provided to our agency. Please provide us with your 04-05 workers' compensation claims experience as soon as possible, so that we can provide you with a firm pricing agreement.

The St Fund proposal is a claims sensitive policy. If you have high utilization, you could get charged as much as 115% of the initial quoted premium cost. If you have low claims utilization your actual premium could be much less. See attached loss ratio calculation tables for an explanation of premium charges for the various claim totals to see if this policy format would be of interest to you.

MSBA's workers' compensation is quoted with the understanding that you purchase the package and workers' compensation policies together. If you do not accept the MSBAIT package proposal, their workers' compensation premium will be increased on a single policy basis.

Please let me know if you have any additional questions as you review our workers' compensation insurance proposals. We hope that you like your workers' compensation coverage options and will let us continue to serve your insurance coverage needs.

Thanks for your insurance business and trust with Bremer Financial Services, your patronage is very much appreciated.

Sincerely,

Tom Quam,
Bremer Insurance

Department of Business Services
Moorhead Area Public Schools

Memo B.07.036

TO: Dr. Larry P. Nybladh, Superintendent

FROM: Mark Weston, Assistant Superintendent of Business Services MW

DATE: June 6, 2007

RE: Approval of Moorhead High School Tennis Court Bids

Bids for the construction of the tennis courts at the High School will be opened at 10:00 a.m. on June 11. Because of the timing of the bid opening, I will be bringing the bid tabulation sheet with me to the School Board meeting that evening. I have asked Houston Engineering to prepare a recommendation for the awarding of bids with their tabulation sheet.

Should you have any questions regarding this matter, please contact me.

Suggested Resolution: Move to approve the bid from _____ in the amount of $_____ for the Moorhead High School tennis court project.

MHW:mde

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.143

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: June 5, 2007

RE: Major Magnitude

The Moorhead High School Theater Department has been selected for the America High School Theatre Festival. The students would attend and perform August 8-21, 2008 in Edinburgh, Scotland.

A parent steering committee will be formed to organize performance-driven fund raisers. The total cost of the trip will be approximately $4,300.

The attached information provides more detailed information regarding the festival and arrangements.

SUGGESTED RESOLUTION: Move to approve Moorhead High School Theatre Department participation in the American High School Theatre Festival 2008.

LAK/kmr
Attachment

AMERICAN HIGH SCHOOL

AHSTF

THEATRE FESTIVAL

MAY 2 2 2007

May 14, 2007

Rebecca Meyer-Larson
cc: Gene Boyle
Moorhead Senior High School
2300 4th Ave S
Moorhead, MN 56560-3269

Dear Rebecca:

CONGRATULATIONS! I am writing to confirm your selection as one of the winners for the 2008 American High School Theatre Festival (AHSTF). You and your students will join the U.S. contingent and perform at the Edinburgh Fringe Festival in Scotland next summer as part of the AHSTF program.

The nomination and application processes were extremely competitive. Top high school drama departments across the country were nominated by state, regional, and national theater directors as well as university theater professors. The excellence of your program was recognized by our Board of Advisors comprised of respected university drama professionals. The Board of Advisors reviewed each application and selected their top choices from submitted AHSTF applications.

2008 will mark the 14th annual AHSTF program. There are 47 schools performing this year, with approximately 1200 students and directors traveling to Scotland. In order to experience our festival and the Fringe, AHSTF invites you to join us on a familiarization trip that takes place during our 2007 festival. We encourage you to take advantage of this opportunity, as it will give you a chance to better understand our event. The experience will help you choose an appropriate production and see how best to approach your performance for next year. AHSTF will pay the cost for each winning school's drama director or representative to attend the festival this summer. For more details, please see the description of the familiarization trip in your AHSTF Director's Manual. More details about this fam trip will be coming in your AHSTF Directors Manual shortly.

Though we are unable to give you definite prices for year 2008 AHSTF, in 2007 the program includes round trip air, ground transportation, sightseeing, room and board, performance venue, technical and logistical support, and social, cultural and recreational activities for $4,600 per participant traveling out of an East Coast gateway airport. Your actual cost for year 2008 AHSTF from your closest major airport will be determined when rates are available next fall. Please note that for every 15 participants that register, one adult will go free.

In order to secure your acceptance for AHSTF 2008 we require a $2,000 non-refundable deposit due on Friday, May 29, 2007. We will apply this $2000 deposit to your group's final balance at the time of final payment in 2008. This deposit is necessary so we can have a solid estimate of the number of schools that will be participating in AHSTF 2008. There are a limited number of spots available for you to bring a guest, so please let us know if you would like to bring an extra person on the Fam trip and we can determine the price from your hometown airport. Due to the popularity of the Fringe Festival (there are more than 18,000 individual performances), it is necessary for AHSTF to begin making arrangements over a year in advance for accommodations, airspace, lighting and sound equipment, performance venues, and technical staff. For this reason, we need to know by May 25, 2007 if you will accept your winning position. Please call us immediately if this date presents a problem or if you anticipate any difficulty making your deposit at that time.

Once again, congratulations on your selection by our Board of Advisors to be a part of the AHSTF program in Edinburgh in August of 2008. We look forward to your acceptance and to working with you throughout the coming year to provide this once-in-a-lifetime opportunity for your students.

Sincerely,

Alex Leik
Program Director
alexl@worldstrides.com

Sarah Cook
Assistant Program Director
sarahc@worldstrides.com

Eric Scholz
Admissions Director
erics@worldstrides.com

Lauren Coates
Admissions Director
laurenc@worldstrides.com

Susan Tyler
Admissions Director
susanty@worldstridres.com

Daphne Bendel
Admissions Director
Daphneb@worldstridres.com

Major Magnitude Field Trip Request
Moorhead Area Public Schools

Date of Request: May 11, 2007

Brief Description of Trip: The American High School Theatre Festival (AHSTF) was developed to allow our nation's drama students to showcase their skills within an international forum. The festival provides a once-in-a-lifetime opportunity for participants to travel to Edinburgh, Scotland and experience, first-hand, the world-renowned Fringe Festival through their performances and attendance at other Fringe Shows. The AHSTF experience also includes two days in London to take in world class theatre on the West End and historic sites.

Staff Member, Coach: Rebecca Meyer-Larson (director), Brian Cole (pit director and producer), and Chris Olson (technical support)

Curricular or Co curricular Trip: Co curricular and Curricular

Educational Purpose of the trip: AHSTF runs in conjunction with the Fringe Festival - the world's largest performing arts festival. Thousands of actors, directors, writers, producers and other artisans, as well as hundreds of thousands of theatregoers, converge in Edinburgh, Scotland each August for the Fringe Festival. Moorhead High Students will join with America's best drama students in dedication to the lessons that drama teaches youth. Performing at the Fringe Festival provides a valuable learning experience for all who participate. Upon completion of the Festival, Moorhead High students will know theatre as never before and will gain a new appreciation of the many art forms theatre encompasses. Finally, our last appearance at the Fringe Festival literally changed students' lives.

Philosophy of the Moorhead Theatre Department

Theatre Arts is a means of self-expression which is a force in
our daily lives and a part of our cultural heritage.

It is the responsibility of our educational system
to provide meaningful experiences
which will develop appreciation and
sensitivity to the arts as well as guide students in their growth emotionally,
socially, and physically.

Our aim is to enhance their quality of life and
contribution to society through their
understanding of theatre arts.

Dates of the Trip: August 8-21, 2008

Itinerary (include times, overnight accommodations, phone numbers [TBA] etc) *See page 2-3

Number of school days involved: Zero

Mode of Transportation: Chartered Busses and Airplane

Director of Transportation Notified: N/A

Approximate number of students involved: 46

Housing Plans: University of Edinburgh Scotland Dorm Housing

Approximate individual and district costs: District cost: $ 0.00 Individual cost: $4,300
*It is important to note that this includes all meals, transportation, theater venue rental, technical support at the Fringe, publicity, lights/sound/set usage, and single-room occupancy lodging, sightseeing tours, London West End performances, and round-the clock security service.

Plans for funding or fund raising for the trip: Upon board approval, the parent steering committee will lead efforts to organize performance driven fund-raisers. Our most successful fundraisers in 2003 included the "Celebrity Benefit Performance", performances at The Fargo Theater, performances at The Holmes Theater, corporate Holiday Party entertainment, and fliers in the fall musical program. These fundraisers made it possible to lend financial support to those students who would ordinary not be able to attend. Furthermore, the per student trip participant fee was lowered to $2,100. This was less than half of the travel expenses.

Staff member signature:

Approval signature principal or supervisor

Approval signature Assistant Superintendent Teaching and Learning

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American High School
Theatre Festival 2008
Approximate Itinerary

Tuesday August 8
Depart Fargo to London

Wednesday August 9th
Arrive in London
Panoramic tour of London. Sights include Buckingham Palace, Big Ben, and the Houses of Parliament.
5:15p Group boards River Thames cruise at Westminster Pier.
6:15p Check into Bankside House, 24 Sumner Street
7:30p Dinner at Bankside House
11:00 Quiet Hours
Midnight Curfew

Thursday August 10th
7.00a-10.00a Breakfast at Bankside House
All Day open sightseeing with Tube/Red bus pass
7:30p West Bank Musical Theater Production
11:00 Quiet Hours
Midnight Curfew

Friday August 11th
4.45a Load luggage onto over the road trucks to be delivered to Pollock Halls in Edinburgh.

6.15a Board buses for King's Cross Station
Train departs for Edinburgh. Box lunch will be provided en route.
Motorcoach & guide will meet group for half-day sightseeing tour of Edinburgh, including Holyrood Palace.
4-5:30 Check-in, University of Edinburgh-Pollock Halls
6-7:30 Dinner at Pollock Halls Dining Hall
11:00 Quiet Hours
Midnight Curfew: In own Rooms!

Saturday August 12th
CITY BUS PASS VALID FROM August 5-13
7:30-10:00a Breakfast at Pollock Halls Dining Hall
5:30-8:00p Dinner at Pollock Halls Dining Hall
9.00-11.00p AHSTF Ceilidh in South Hall
11:00 Quiet Hours
Midnight Curfew: In own Rooms!

Sunday August 13th
7:30-10:00a Breakfast at Pollock Halls Dining Hall
11:30a Bus Departs Pollock Halls for Venue
12:00-2:00p Technical Rehearsal
2:15p Bus Departs Venue for Pollock Halls
2:30-4:30p CAVALCADE PARADE
5:30-8:00p Dinner at Pollock Halls Dining Hall
11:00 Quiet Hours
Midnight Curfew: In own Rooms!

Monday August 14th
7:30-8:30a Breakfast at Pollock Halls Dining Hall
8:45a Bus Departs for full day sightseeing to Stirling Castle & TheTrossachs.
Lunch in Callander.
5:30p return from sightseeing
11:00 Quiet Hours
Midnight Curfew: In own Rooms!

Tuesday August 15th
7:30-10:00a Breakfast at Pollock Halls Dining Hall
11:30a Bus Departs Pollock Halls for Venue
12:00-2:00p Performance
2:15p Bus Departs Venue for Pollock Halls
2:30p Pizza Tea in Tuner Large Common Room
3:30p Bus Departs Pollock Halls
4:00-6:00p Attend AHSTF Production
6:15p Bus Departs for Pollock Halls
8:00p Military Tattoo @ Edinburgh Castle
11:00 Quiet Hours
Midnight Curfew: In own Rooms!

Wednesday August 16th
7:30-10:00a Breakfast at Pollock Halls Dining Hall
3:30p Bus Departs Pollock Halls for Venue
4:00-6:00p AHSTF Performance
6:15p Bus Departs Venue for Pollock Halls
6:15p-8:00p Dinner at Pollock Halls Dining Hall

9:30p Bus Departs Pollock Halls for Production
10:00p-12:00a Attend AHSTF Production
12:15a Bus Departs for Pollock Halls
11:00 Quiet Hours
Midnight Curfew: In own Rooms!

Thursday August 17th
7:30-10:00a Breakfast at Pollock Halls Dining Hall
12:30-2:00p Lunch at Pollock Halls Dining Hall
5:30p Bus Departs Pollock Halls for Venue
6:00-8:00p Attend AHSTF Production
8:15p Bus Departs for Pollock Halls
11:00 Quiet Hours
Midnight Curfew

Friday August 18th
7:30-10:00a Breakfast at Pollock Halls Dining Hall
12:30-2:00p Lunch at Pollock Halls Dining Hall
5:30p Bus Departs Pollock Halls for Venue
6:00-8:00p Performance
8:15p Bus Departs Venue for Pollock Halls
11:00 Quiet Hours
Midnight Curfew

Saturday August 19th
7:30-10:00a Breakfast at Pollock Halls Dining Hall
1:30p Bus Departs Pollock Halls for Venue
2:00-4:00p Performance
4:15p Bus Departs Venue for Pollock Halls
5:30-7:30p Dinner at Pollock Halls Dining Hall
7:30p Bus Departs Pollock Halls for Venue
8:00-10:00p Attend AHSTF Performance
10:15p Bus Departs for Pollock Halls
11:00 Quiet Hours
Midnight Curfew

Sunday August 20th
7:30-10:00a Breakfast at Pollock Halls Dining Hall
12:00-1:00p Closing Ceremony at South Hall
1:00-2:00p Lunch @ Pollock Halls Dining Hall
FRINGE SUNDAY at the Meadows!
11:00 Quiet Hours
Midnight Curfew

Monday August 21st
7:30-8:00a Breakfast at Pollock Halls Dining Hall
8:15a Bus departs Pollock Halls (time subject to change, AHSTF staff will alert accordingly)
Return to Fargo

***This itinerary does not include the thousands of performances that occur around Edinburgh during the Fringe. Students will attend dozens of shows from across the globe during our own performance "down time".

AMERICAN HIGH SCHOOL

AHSTF

THEATRE FESTIVAL

APPLICATION FOR 2008 AHSTF

To be considered for AHSTF 2008, please postmark/send completed application by February 5, 2007

DIRECTOR INFORMATION

Rebecca Meyer-Larson
Drama Director

Theater/English/Speech Teacher - 16 years
Teaching Experience

2107 36th St S
Home Address

Moorhead, MN 56560
Home City, Home State — Home Zip

(218) 287-1034
Home Phone

( )
Home Fax

rmlarson@moorhead.k12.mn.us
E-mail Address

SCHOOL INFORMATION

Moorhead High School
School Name

X PUBLIC ____ PRIVATE ____ MAGNET ____ PAC

Gene Boyle
School Principal

1600 9-12 grade
Overall Enrollment & Grades Represented in School

2300 4th Ave S
School Address

Moorhead, MN 56560
School City, School State — School Zip

(218) 284-2371
School Phone

(218) 284-2333
School Fax

School E-mail Address (if different from above)

PROGRAM INFORMATION

9th - 12th grade

Grades Represented in Drama/Theatre Program

150 students in theater coursework, 160 in extracurricular theater

Enrollment in Drama/Theatre Program

2006-07: Side Show (musical), The Whole Shebang (one-act), Our Town

2005-06: Seussical the Musical, Every Good Boy Deserves Favor, Noises Off

2004-05: Bat Boy the Musical, Coyote on a Fence, Flowers for Algernon

Plays presented during past three seasons

Please answer the questions below on a separate sheet.

This application will educate the AHSTF Board of Advisors about how you and your drama students use creativity and available resources to make your school's theatre program excel.

1) **In your opinion, what sets your theatre program apart from those of other high schools?**
   Possible inclusions could be community involvement (service projects or special programs for youth, elderly and/or physically impaired) and school administrator support, as well as your school's arts curriculum and cross-over with other classes or subjects. (Please limit your response to one typed page.)

2) **What is your school's philosophy towards training students in theatre?** If there is an elective or mandatory arts component in your core curriculum, include course descriptions.

3) **What festivals, competitions, or conventions has your school attended/participated in during the past three years?** Include any honors and awards you have earned.

4) **Which show(s) do you think would best reflect your program at an international arts festival? Why?**
   This does not bind you to that production. Many directors wait until they return from the familiarization trip before committing to a particular show.

5) **Please list some of the colleges & universities attended by graduates of your school's theatre program.**
   Emphasis should be on colleges/universites attended by those students who have pursued further education in theatre arts.

6) **Are there any alumni who have found further success in professional theatre? Please detail.**

7) **Please list two people familiar with your drama department whom we could contact for a reference.**

Application For 2008 Festival

1) In your opinion, what sets your theatre program apart from those of other high schools?

The passionate commitment to theater as an art form, the support of the surrounding community, and the high standard of performing excellence sets Moorhead High School theatre apart from-other high school theatre programs.

The students involved in theatre at Moorhead High are less concerned with the applause of a curtain call than the process of getting there. Learning is a journey that the majority of those involved in theatre began long before they auditioned for a show. It is fostered through strong arts mentors in the elementary and middle school level and continues at the high school level where you find a passionate community of artists dedicated to improving their craft and encouraging others to do the same. It is true ensemble theater-every cast member is directly involved with all creative processes including developing an artistic statement, blocking, characterization, costuming, publicity, lights, set design and construction. The immense pride the company feels in their creative contributions is readily seen in the eyes of MHS theater students. They love the program because they sustain it.

The Moorhead High Theater community is not limited by the walls of the school. It spills into a city filled with residents, alumni, parents, and businesses who wholeheartedly support the young performing artists in their midsts. 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.

In years past, Moorhead has been known for doing shows that typical high school theaters might shy away from. Productions like *Side Show, Every Boy Deserves Favor, Bat Boy,* and *Violet* are bravely staged with artistic ingenuity and enormous audience response.

It is quite common to hear audience members newly introduced to Moorhead High Theatre say, "Wow! I can't believe that is a high school theatre production." The standard of excellence Moorhead High School reaches through the study of theatre arts is quite remarkable. What is more remarkable is our ability to create such artistically demanding, original, and critically celebrated shows in rural Minnesota/North Dakota. These high standards are met through hard work, total commitment to the learning process, and students whose passion for theatre arts is unsurpassed.

2) **What is your school's philosophy towards training students in theatre?**

The core of Moorhead High School's philosophy towards training students in

theater coursework lives out the mantra "no child left behind". Every student is encouraged to participate in the theatre coursework at Moorhead High School through the elective system. Three course are offered each semester to meet student interest at all levels from Beginning Acting to Advanced Directing. It is possible for students to take a theatre arts course every semester they are at MHS. The extracurricular offerings of theater arts are also very vibrant. More than 160 students actively involved in after school theater programing.

This philosophy carries across the district as well. Multiple theatre productions are staged during the elementary and middle school years and integrated into the core curriculum. For example, one of the directors at MHS teams with a reading instructor at the elementary level to give remedial assistance to struggling readers through a pairing of reading strategies and creative dramatics. The staff collaborates with Trollwood Performing Arts School year round to pair and share resources. A long range goal is the creation of a collaborative arts high school in partnership with Trollwood Performing Arts School. The theater instructors at Moorhead High are excited for the opportunities for theatre arts students to learn critical subject matter in a framework that is geared toward their artistic interest area.

3) What festivals, competitions, or conventions has your school attended/participated in during the past three years?

Moorhead High School is a larger school located in a primarily rural community. Because we are far removed from the Minneapolis/St. Paul area, the directors of theater at Moorhead High have made every effort to create opportunities for the students of MHS to be a part of the twin-cities theater scene. We frequently send busloads of theater student on four hour bus rides to see cutting edge dramatic work, Broadway musicals, or improvisational theater in the Minneapolis Theatre District.

In 2003, Moorhead High School attended the Fringe festival with the AHSTF. More than 60 musical theater performers traveled to Edinburgh and created a show and memories that are cherished. The community involvement and support necessary for raising the funds for such an adventure was a huge undertaking, yet it cemented Moorhead High Theater's place in the artistic framework in the community. The reputation for artistic excellence is embodied in the talented and spirited young performers at MHS.

Every year Moorhead High produces a one-act play for festival competition. The choice of production is usually more experimental in nature. For example, this year's production is Rich Orloffs "The Whole Shebang", a satiric exploration of creationism. Moorhead High's one act is recognized for excellence year after year advancing to the highest level of competition. Just last weekend, Moorhead advanced to the State tournament and received a star rating at this competitive level. This is the fourth consecutive state appearance by Moorhead's one act play.

The partnership of Moorhead High with the excellent reputation of The Guthrie Theater has been another inspiration for Moorhead High. Working professionals from the Guthrie work come into our school in a lab setting and inspire and

promote our performing artists. Other areas of our theater programs involvement include The Upper MidWest High School Theater Conference, coursework and collaboration with Trollwood Performing Arts School, Carousel Dance Theater, Moorhead State University's Strawhat Players, Concordia College Theater and Fargo Moorhead Community Theater.

The strength of Moorhead's theater program was recently recognized in the fall edition of Young Arts Magazine . The National Foundation for the Advancement of the Arts has recognized Moorhead's theater students with a myriad of awards. Hugh Kennedy, a Moorhead High theater student, was our nations Presidential Scholar in the Arts for theater in 2004 and Ben Gunderson was nominated in 2005. Over the last 4 years, Donna Reed Performing Arts Scholarship Competition has recognized MHS theater students with awards in musical theater, spoken theater, and popular voice.

Perhaps the highest honor Moorhead High's Theatre has been given is the dedication of alumni who continue to bless the program as theater professionals, financial supporters, and audience members. They speak to the strength of the program with more conviction than any of the multiple awards Moorhead High Theatre has received ever could.

4) **Which show (s) do you think would best reflect your program at an international arts festival? Why?**

The fall musical for next year is a sharp contrast to the type of musical Moorhead has typically produced. We will performing *High School Musica*l. While it is not my "favorite musical" it has become a bit of theatrical cult phenomenon and one that would be fun to reinvent. With an inspiring cast we hope to restage the show with a fresh artistic vision and perhaps a more realistic image of what it means to be a high school performer.

High School Musical will challenge the kids with a genre of musical theater we have not yet tackled. This years' production of *Side Show*, really challenged our cast with mature themes, a gorgeous but difficult libretto, and technical design possibilities that were unique. The musical that preceded this show was *Seussical the Musical.* This production allowed a plethora of opportunities to collaborate with area elementary schools with a school-wide Seuss Celebration and literacy awareness. Sequentially, *High School Musical* is a logical choice. We plan to tour the production to area middle schools with the hope of sharing our love of the performing arts and to encourage more kids to experience the joy of live theater.

Finally, the musical theater talent at Moorhead High is quite remarkable. More than 120 students on average audition to be part of the cast, and all efforts are made to find places for committed and talented people to be part of the company on or off stage. *High School Musical* will allow the vocal, dance, and dramatic acting gifts of the cast to shine individually and as an ensemble. Our choreographers represent the head of the theater program at Minnesota State University, Moorhead and our vocal director teaches vocal music at Concordia College. We are fortunate to be able to collaborate with such talent as we

approach the artistic process.

If we are honored to be chosen to perform at the American High School Theatre Festival, a large cast show, like *High School Musical* would allow more students to be a part of this once in a lifetime experience.

5) Please list some of the colleges and universities attended by graduates of you school's theatre program.

Moorhead High graduates dozens of students each year who are pursuing the performing arts in some capacity. Some plan to be working actors, others designers, others teachers. This is a sampling of some of the schools recent MHS theater graduates have attended.

North Carolina School for the Arts
Cincinnati Conservatory of Music
University of Miami
Northwestern
Yale
NYU
Roosevelt
University of Minnesota - The Guthrie BFA program
AMDA
LIPA - Liverpool Institute for Performing Arts
University of Minnesota - Duluth
University of Minnesota - Mankato
Augsburg College

*Moorhead High had several students attend the Chicago Unified Auditions and are currently waiting to hear back from some of our nations best theater conservatories.

6) Are there any alumni who have found further success in professional theatre? Please detail.

A few "notables" -

Becky Gulsvig	Roles include: Amber in *Hairspray* on Broadway. Currently in the original cast and understudying the lead in *Legally Blonde the musica*l on Broadway.
Pennie Fike	Creative Affairs Coordinator - The Blue Man Group
Lee Fiskness	Graduate Assistant, Full Ride Scholarship Northwestern Designer - Santa Fe Opera Designer - The Guthrie
Preston Boyd	Actor - The MUNY - St. Louis

Hugh Kennedy	Actor - The Guthrie Oregon Shakespeare Festival
Stacy Lindell	Actor -Minneapolis Musical Theater
Laura Dandurand	Actor - Dudley Riggs Comedy Theater
Erin Carlson-	Actor - Theatre De La Jeune Lune Minnesota Public Radio

7) Please list two people familiar with your drama department whom we could contact for a reference.

Sue and Lyndon Boyd (218)233-9286
Jody Farren (218)236-8776

Department of Teaching and Learning
Moorhead Area Public Schools Memo TL.07.141

TO: Dr. Larry Nybladh

FROM: Lynne Kovash LK

DATE: District Assessment

RE: June 5, 2007

The students in grades 2-9 have completed the third full testing period of the NorthWest Evaluation Association (NWEA) assessments. Students at alternative sites also took part in the testing. The testing was completed at the end of May 2007. This year the decision was made to complete the Measures of Academic Progress (MAP) after the Minnesota Comprehensive Assessment II.

The individual student reports were given to families with the progress report and will be sent to the families with the report cards. The school and classroom assessment results were shared at each school by the building administration on the last teacher staff development day.

The District Summary Report by Grade, the Student Growth Summary and the Student Growth District Summary Report are attached for your review. Annotated reports have been included to assist with understanding the reports.

Information from these reports will be included in a keynote presentation for the board.

The use of the MAP assessment is to provide the opportunity for administrators and staff to learn to use assessment data to guide instruction and to monitor the progress and academic growth of every student in the district.

Please contact me if you have additional questions.

LAK/kmr
Attachment

MAP™ Reports
District Summary Report by Grade

Summarizes district performance for the most recent test season.

NWEA
Northwest Evaluation Association
Partnering to help all kids learn

1. **Goal Areas:** These columns show the students' average performance and standard deviation in the goal strands (subtests) in each subject.
2. **Test Taken:** Summary results are grouped by the subject and test taken.
3. **Student Count:** The total number of students with valid scores included in summary data.
4. **Mean RIT:** The average score of students in the group.
5. **Standard Deviation:** Indicates the variability of RIT scores within this group. A larger standard deviation generally reflects a wider range of scores and achievement within a class.
6. **Optional Group:** Summary results may be disaggregated by gender, ethnicity, or special program.
7. **Median:** The middle RIT score of the group.
8. **Area of Relative Concern:** If a score is in ***bold-italic***, it represents a score that is 3 or more RIT points below your district's overall mean for the respective grade level and subject area.
9. **Area of Relative Strength Performance:** If a score is in **bold-underlined**, the score is 3 or more RIT points above a district's overall mean for the respective grade level and subject area.

District Summary Report by Grade - Fall 2004
NWEA Sample District

Mathematics

Math Goals Survey 6+ IN Version 2

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Num Sense Mean	Num Sense Std Dev	Comput Mean	Comput Std Dev	Algeb Func Mean	Algeb Func Std Dev	Geom Mean	Geom Std Dev	Meas Mean	Meas Std Dev	Data Analysis / Stat / Probity Mean	Data Analysis / Stat / Probity Std Dev	Prob Solv Mean	Prob Solv Std Dev
Optional Group: None																			
Fall 2004	7	[illegible]	226.7	13.7	228	227.0	16.1	225.3	16.6	224.2	14.5	227.7	16.7	225.7	17.1	226.6	17.2	228.4	16.4
Spring 2004	7	[illegible]	234.1	14.6	235	236.4	20.3	235.6	17.9	237.1	16.5	237.3	16.8	231.5	15.8	235.2	16.8	229.3	17.6
Fall 2003	7	123	[illegible]	14.7	226	228.7	20.5	224.6	15.5	225.3	14.2	229.5	15.7	224.2	15.5	225.3	17.9	222.6	20.7
Spring 2003	7	121	[illegible]	16.4	232	233.2	21.3	232.9	22.2	232.1	18.6	232.9	20.1	229.8	20.1	231.2	22.1	226.9	20.2
Fall 2002	7	110	225.4	[illegible]	227	227.5	19.9	225.4	16.4	226.0	16.2	228.8	17.1	221.4	16.6	225.3	16.9	223.5	16.3
Spring 2002	7	50	230.8	15.5	230	233.1	18.1	230.8	16.5	231.6	18.2	234.1	22.6	230.3	16.9	230.8	18.2	225.4	20.0
Fall 2001	7	248	227.6	16.5	230	229.7	19.5	231.7	21.2	228.4	17.3	229.8	18.9	222.5	16.4	230.9	21.8	229.5	20.1
Optional Group: None																			
Fall 2004	8	116	235.7	15.0	236	235.0	18.9	233.9	16.0	235.5	16.8	241.1	18.1	236.9	18.5	236.3	17.8	233.4	17.6
Spring 2004	8	116	237.3	13.4	240	240.5	20.4	238.2	16.5	239.5	16.6	241.5	16.3	233.7	16.1	238.0	16.7	234.3	15.6
Winter 2004	8	1																	
Fall 2003	8	109	232.5	14.9	235	235.0	19.0	232.9	19.3	232.7	16.1	236.8	15.7	230.3	17.3	231.8	17.8	229.4	16.7
Spring 2003	8	116	239.0	16.2	242	239.9	20.6	239.0	17.8	239.6	16.3	240.4	19.2	236.9	16.6	239.5	17.9	236.4	20.0
Fall 2002	8	107	236.4	15.8	235	236.0	18.5	239.0	20.7	238.4	18.3	239.0	16.8	232.7	17.3	239.6	20.3	233.5	16.4
Spring 2002	8	46	244.5	13.9	247	243.9	17.9	250.6	21.8	247.2	16.5	246.4	14.5	240.2	18.0	246.8	16.0	242.3	15.7
Fall 2001	8	213	236.5	16.5	239	238.3	21.0	241.3	24.7	237.4	21.6	236.6	20.1	233.5	20.2	237.2	21.2	232.6	20.0
Optional Group: None																			
Fall 2004	9	54	238.9	11.1	231	229.9	16.0	229.3	13.4	234.4	15.8	235.7	14.5	229.3	16.2	229.6	16.8	228.6	14.0

Math Goals Survey 2-5 IN Version 2

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Num Sense Mean	Num Sense Std Dev	Comput Mean	Comput Std Dev	Algeb Func Mean	Algeb Func Std Dev	Geom Mean	Geom Std Dev	Meas Mean	Meas Std Dev	Data Analysis / Stat / Probity Mean	Data Analysis / Stat / Probity Std Dev	Prob Solv Mean	Prob Solv Std Dev

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Summary Report by Grade - Spring 2007
Moorhead Area Public Schools ISD #152

Mathematics

Math Goals Survey 6+ MN V3

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Mathematical Reasoning Mean	Mathematical Reasoning Std Dev	Number Sense Mean	Number Sense Std Dev	Computation / Operations Mean	Computation / Operations Std Dev	Patterns / Functions / Alg Mean	Patterns / Functions / Alg Std Dev	Data Analysis / Stats / Prob Mean	Data Analysis / Stats / Prob Std Dev	Spatial Sense / Geometry Mean	Spatial Sense / Geometry Std Dev	Measurement Mean	Measurement Std Dev
Optional Group: None																			
Spring 2006	6	344	229.8	15.8	232	229.1	18.7	230.6	18.7	228.8	17.8	229.9	17.8	**233.0**	18.2	230.6	17.2	227.1	19.6
Winter 2006	6	2																	
Fall 2005	6	344	223.7	15.0	225	222.5	18.1	224.5	18.0	222.5	17.3	223.4	16.7	**226.7**	18.4	224.0	17.1	222.4	17.1
Summer 200	6	2																	
Spring 2005	6	401	226.3	16.5	228	224.3	18.9	227.8	19.0	225.8	19.9	228.0	18.9	227.5	19.0	227.0	17.6	223.3	18.6
Fall 2004	6	417	219.9	16.7	222	218.1	18.8	220.2	20.0	218.0	20.3	219.9	18.4	**223.5**	19.7	220.8	18.4	219.4	19.7
Spring 2004	6	2																	
Fall 2003	6	1																	
Optional Group: None																			
Spring 2006	7	415	232.9	17.7	237	231.5	20.4	234.4	21.3	231.6	21.0	234.5	19.4	235.3	19.0	233.9	19.8	***229.6***	19.8
Winter 2006	7	11	210.5	14.2	209	***206.4***	16.4	212.0	15.3	***207.5***	13.0	211.6	17.9	**214.0**	20.9	**215.6**	15.4	***206.6***	17.3
Fall 2005	7	419	226.4	16.8	229	225.5	19.4	226.9	19.5	224.9	18.6	228.0	19.5	228.3	19.7	226.9	19.1	224.4	19.4
Summer 200	7	3																	
Spring 2005	7	420	231.4	17.7	234	230.6	20.5	232.8	21.0	229.5	20.0	232.7	19.3	**235.0**	20.5	231.4	19.3	***228.2***	18.9
Fall 2004	7	435	226.9	16.0	229	225.3	19.0	229.1	19.3	225.9	17.8	228.4	18.5	229.4	19.5	226.1	17.8	224.7	18.8
Spring 2004	7	8																	
Fall 2003	7	13	209.8	15.3	212	209.8	20.3	211.0	20.5	***205.0***	20.2	210.8	18.1	***204.5***	16.0	**213.2**	18.4	212.5	13.5
Optional Group: None																			
Spring 2006	8	434	237.3	17.7	240	236.5	20.4	238.1	21.3	236.6	19.6	238.6	20.1	240.1	20.0	237.3	19.4	234.8	20.0
Winter 2006	8	30	220.3	15.4	217	218.6	20.1	221.5	16.9	***216.4***	17.8	222.3	15.0	220.3	15.2	221.2	20.2	220.9	17.4
Fall 2005	8	433	232.4	17.6	236	231.6	21.0	233.4	20.0	230.7	19.5	233.6	20.0	**236.1**	19.9	232.4	19.1	***229.3***	19.8
Summer 200	8	1																	
Spring 2005	8	395	237.8	18.2	240	237.0	20.5	238.2	21.3	236.8	21.6	238.7	19.3	240.8	21.9	237.7	20.8	235.9	20.4
Winter 2005	8	2																	
Fall 2004	8	405	233.6	17.4	235	233.1	20.0	235.7	21.2	233.0	19.8	234.1	19.3	236.3	20.4	233.4	19.1	231.2	20.2
Spring 2004	8	13	226.1	11.3	225	225.9	14.7	225.7	16.8	225.8	15.1	226.6	14.4	**229.3**	13.1	224.5	10.5	224.8	15.2
Fall 2003	8	19	218.6	15.5	218	221.6	17.1	216.9	15.4	218.3	16.5	217.8	17.3	221.5	27.0	216.6	17.8	218.9	18.1

Groups with less than students are suppressed because they are not statistically reliable.
* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

Summary Report by Grade - Spring 2007
Moorhead Area Public Schools ISD #152

Mathematics

Math Goals Survey 6+ MN V3

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Mathematical Reasoning Mean	Mathematical Reasoning Std Dev	Number Sense Mean	Number Sense Std Dev	Computation / Operations Mean	Computation / Operations Std Dev	Patterns / Functions / Alg Mean	Patterns / Functions / Alg Std Dev	Data Analysis / Stats / Prob Mean	Data Analysis / Stats / Prob Std Dev	Spatial Sense / Geometry Mean	Spatial Sense / Geometry Std Dev	Measurement Mean	Measurement Std Dev
Optional Group: None																			
Spring 2006	9	397	240.2	18.1	243	238.3	20.9	241.2	22.1	240.1	20.0	241.1	19.4	242.8	21.2	240.4	20.3	239.0	20.9
Winter 2006	9	39	219.6	13.2	219	217.5	14.9	220.2	15.4	217.2	15.1	219.8	16.4	221.6	17.6	221.8	18.4	218.2	14.9
Fall 2005	9	407	238.5	18.9	241	236.8	22.1	240.1	22.4	237.0	21.2	239.8	19.4	**241.5**	21.7	239.3	20.9	236.0	21.6
Summer 200	9	1																	
Spring 2005	9	402	242.8	17.6	246	242.1	21.0	243.6	21.3	242.3	19.7	244.6	18.8	245.0	19.9	242.2	20.3	242.7	21.1
Winter 2005	9	6																	
Fall 2004	9	416	241.5	17.6	244	240.8	21.1	242.7	21.2	239.4	18.9	243.2	19.7	244.3	20.6	240.5	19.6	242.0	19.8
Spring 2004	9	18	218.8	17.7	218	220.0	22.8	218.0	22.4	217.5	17.9	**221.9**	21.0	216.8	18.3	**222.5**	15.9	215.9	19.9
Fall 2003	9	15	213.3	16.9	217	214.5	20.9	214.8	21.9	212.1	19.9	***210.0***	23.1	213.6	17.9	214.3	17.0	212.5	18.5
Optional Group: None																			
Summer 200	10	1																	
Spring 2006	10	29	223.2	15.5	222	221.5	16.9	**226.2**	17.9	222.4	16.9	225.9	16.9	224.5	20.1	221.8	20.3	***219.8***	18.9
Winter 2006	10	21	223.3	12.9	221	221.4	15.9	224.1	10.8	221.7	14.2	224.8	18.8	224.5	12.7	224.4	14.4	221.1	15.1
Fall 2005	10	23	224.0	16.3	226	224.4	16.1	**228.0**	23.3	222.3	18.6	***220.3***	18.6	224.4	17.9	224.0	16.7	224.7	16.4
Summer 200	10	2																	
Spring 2005	10	27	223.8	15.1	219	221.7	16.0	225.9	18.2	223.3	21.5	224.3	17.8	224.4	18.7	224.6	13.9	222.8	15.3
Winter 2005	10	14	222.5	17.8	223	220.4	22.9	223.8	18.4	221.3	21.7	**225.6**	19.3	221.6	18.5	221.3	21.2	223.6	15.1
Fall 2004	10	28	224.0	13.4	222	221.3	15.6	222.3	20.0	222.3	14.7	224.4	15.5	**227.5**	17.6	224.3	15.4	224.6	12.7
Spring 2004	10	20	224.5	19.0	226	222.8	22.4	224.8	24.1	222.1	23.0	224.1	20.1	**227.7**	18.0	224.3	19.5	227.1	20.5
Fall 2003	10	22	221.5	19.9	224	220.3	21.4	219.5	22.5	223.9	19.1	220.9	21.2	221.9	23.4	224.0	22.8	220.7	21.7

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District Summary Report by Grade - Spring 2007
Moorhead Area Public Schools ISD #152

Mathematics

Math Goals Survey 6+ MN V3

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Mathematical Reasoning Mean	Mathematical Reasoning Std Dev	Number Sense Mean	Number Sense Std Dev	Computation / Operations Mean	Computation / Operations Std Dev	Patterns / Functions / Alg Mean	Patterns / Functions / Alg Std Dev	Data Analysis / Stats / Prob Mean	Data Analysis / Stats / Prob Std Dev	Spatial Sense / Geometry Mean	Spatial Sense / Geometry Std Dev	Measurement Mean	Measurement Std Dev
Optional Group: None																			
Spring 2006	11	29	227.9	14.0	227	***224.8***	15.1	228.3	20.0	226.7	17.2	228.8	18.1	228.1	15.7	229.8	14.5	228.4	16.1
Winter 2006	11	270	249.8	18.1	253	249.0	20.1	251.1	21.8	250.1	20.5	251.3	19.7	249.0	20.5	251.4	19.2	248.4	21.4
Fall 2005	11	62	232.1	15.0	235	232.0	16.3	231.4	18.4	232.6	17.6	234.0	16.7	232.5	18.8	231.7	15.8	231.1	17.9
Spring 2005	11	17	221.7	19.3	221	221.1	19.2	219.6	18.2	221.4	20.8	222.4	22.1	220.6	21.3	223.2	20.3	**<u>225.6</u>**	28.9
Winter 2005	11	2																	
Fall 2004	11	15	224.1	14.1	227	224.1	17.8	226.6	19.3	225.3	15.0	223.5	13.8	***220.1***	14.7	226.3	18.4	***221.0***	20.7
Spring 2004	11	9																	
Fall 2003	11	14	229.8	15.8	226	229.7	18.4	228.4	19.0	232.6	18.7	231.5	17.4	***226.4***	21.1	**<u>235.0</u>**	20.6	***225.0***	16.8
Optional Group: None																			
Spring 2006	12	15	223.8	19.0	221	221.9	19.9	225.0	20.3	222.4	22.1	226.0	16.6	226.1	17.8	221.2	23.8	224.0	20.1
Winter 2006	12	13	220.2	14.8	220	217.7	17.4	***216.2***	18.1	223.1	15.6	222.3	18.7	**<u>223.7</u>**	17.3	218.8	17.3	217.7	16.7
Fall 2005	12	48	234.6	14.2	237	235.2	16.2	234.0	17.9	234.8	18.9	235.8	16.0	232.9	19.3	236.7	16.6	233.2	18.9
Spring 2005	12	7																	
Winter 2005	12	5																	
Fall 2004	12	11	222.6	21.2	218	223.9	19.1	225.4	29.8	224.5	20.9	223.2	25.2	219.9	26.7	220.1	19.9	220.0	24.6
Spring 2004	12	11	229.5	17.3	224	231.6	19.6	**<u>233.5</u>**	21.2	***220.0***	19.7	227.0	19.6	**<u>234.5</u>**	17.2	**<u>234.1</u>**	15.4	228.3	21.3
Fall 2003	12	18	230.1	19.0	230	233.1	22.2	229.1	18.3	228.6	21.9	**<u>233.2</u>**	19.9	**<u>234.7</u>**	24.2	228.2	19.5	***222.9***	21.3

Math Goals Survey 2-5 MN V3

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Mathematical Reasoning Mean	Mathematical Reasoning Std Dev	Number Sense Mean	Number Sense Std Dev	Computation / Operations Mean	Computation / Operations Std Dev	Patterns / Functions / Alg Mean	Patterns / Functions / Alg Std Dev	Data Analysis / Stats / Prob Mean	Data Analysis / Stats / Prob Std Dev	Spatial Sense / Geometry Mean	Spatial Sense / Geometry Std Dev	Measurement Mean	Measurement Std Dev
Optional Group: None																			
Summer 200	1	1																	

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Moorhead Area Public Schools ISD #152

Mathematics

Math Goals Survey 2-5 MN V3

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Mathematical Reasoning Mean	Mathematical Reasoning Std Dev	Number Sense Mean	Number Sense Std Dev	Computation / Operations Mean	Computation / Operations Std Dev	Patterns / Functions / Alg Mean	Patterns / Functions / Alg Std Dev	Data Analysis / Stats / Prob Mean	Data Analysis / Stats / Prob Std Dev	Spatial Sense / Geometry Mean	Spatial Sense / Geometry Std Dev	Measurement Mean	Measurement Std Dev
Optional Group: None																			
Spring 2006	2	353	192.4	12.9	193	190.3	16.0	192.0	16.4	***188.9***	15.9	193.5	17.1	194.3	15.3	**197.0**	14.4	191.6	17.0
Winter 2006	2	1																	
Fall 2005	2	355	178.2	13.4	179	177.5	15.4	175.9	18.6	***172.3***	19.0	179.8	17.3	181.0	15.7	180.7	16.9	177.9	16.2
Summer 200	2	45	183.1	10.4	182	180.6	14.1	181.0	12.2	***179.4***	17.3	185.0	15.5	184.8	12.4	184.7	11.1	184.5	14.5
Spring 2005	2	350	192.3	12.1	194	191.7	14.6	189.8	16.4	***188.6***	14.9	194.7	15.5	**195.3**	15.4	195.2	14.6	190.2	16.0
Fall 2004	2	360	180.0	12.3	180	180.0	14.9	177.5	15.5	***175.4***	17.5	179.4	17.6	**183.7**	15.0	182.6	14.9	179.2	15.7
Spring 2004	2	90	191.8	11.5	193	191.1	13.0	191.2	16.2	189.3	16.0	192.7	15.9	190.8	14.4	193.6	13.9	193.3	15.3
Fall 2003	2	89	183.4	10.0	183	184.3	11.9	180.6	14.5	***176.5***	15.1	185.5	14.3	185.8	14.5	185.5	11.6	184.3	14.2
Optional Group: None																			
Spring 2006	3	360	204.5	12.2	205	202.9	17.1	203.7	16.1	***200.0***	15.1	205.9	13.5	204.8	14.3	**209.4**	14.6	205.2	16.0
Winter 2006	3	84	190.4	9.9	191	***186.7***	13.4	190.1	13.1	188.1	13.7	**195.2**	15.1	190.3	14.9	190.5	13.0	191.7	12.2
Fall 2005	3	362	194.4	12.5	195	192.5	16.1	194.7	15.2	***190.2***	16.7	196.6	14.9	196.1	15.7	194.1	14.8	195.9	16.5
Summer 200	3	51	190.7	12.6	192	188.9	17.0	191.0	19.3	***185.2***	16.7	192.6	14.1	191.6	17.0	**194.0**	15.4	188.7	16.5
Spring 2005	3	336	203.4	11.0	204	202.4	14.1	202.0	14.5	***198.9***	14.1	204.9	13.8	204.7	13.5	**207.1**	16.1	203.9	15.3
Fall 2004	3	353	194.3	11.3	196	193.6	13.3	193.3	14.8	***191.3***	14.1	195.1	15.9	**197.8**	15.5	194.4	14.5	194.5	15.8
Spring 2004	3	111	201.5	11.3	203	198.7	13.2	200.9	15.8	198.6	16.3	**204.7**	14.2	202.4	14.7	203.6	14.2	201.7	15.4
Fall 2003	3	113	193.1	10.4	195	192.0	12.8	192.7	15.5	***189.6***	14.3	195.2	16.9	193.3	12.1	192.5	14.0	**196.3**	13.9
Optional Group: None																			
Spring 2006	4	353	215.2	12.7	216	214.2	16.3	216.2	15.9	212.9	15.3	216.9	14.9	213.6	15.2	**218.7**	16.7	214.3	16.0
Winter 2006	4	132	208.1	13.1	207	205.6	16.4	209.0	16.6	206.1	16.9	**211.8**	15.4	207.4	15.6	210.3	15.0	207.0	16.0
Fall 2005	4	353	206.5	12.9	206	205.2	17.0	205.4	15.8	***201.5***	16.0	206.7	15.1	207.3	14.2	**213.3**	16.2	206.3	16.5
Summer 200	4	44	199.0	12.5	200	198.6	17.5	200.0	17.6	196.9	18.6	200.7	14.2	200.3	13.5	198.2	17.1	198.9	13.3
Spring 2005	4	372	212.6	13.6	212	211.5	15.9	213.2	17.9	***209.2***	16.4	215.2	15.5	212.2	14.5	**215.8**	17.2	211.3	17.0
Fall 2004	4	388	204.0	12.9	205	202.7	16.3	203.7	15.2	***198.4***	14.9	204.9	17.4	205.2	14.4	**208.9**	17.9	203.9	15.9
Spring 2004	4	75	208.3	14.9	208	207.0	18.1	210.4	20.2	***202.8***	17.5	210.4	17.7	207.4	14.1	**212.1**	18.2	207.7	18.1
Fall 2003	4	75	203.5	12.2	202	204.2	14.7	202.2	16.4	***199.6***	14.5	206.4	17.7	204.1	14.9	206.0	14.5	202.9	14.8

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Moorhead Area Public Schools ISD #152

Mathematics

Math Goals Survey 2-5 MN V3

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Mathematical Reasoning Mean	Mathematical Reasoning Std Dev	Number Sense Mean	Number Sense Std Dev	Computation / Operations Mean	Computation / Operations Std Dev	Patterns / Functions / Alg Mean	Patterns / Functions / Alg Std Dev	Data Analysis / Stats / Prob Mean	Data Analysis / Stats / Prob Std Dev	Spatial Sense / Geometry Mean	Spatial Sense / Geometry Std Dev	Measurement Mean	Measurement Std Dev
Optional Group: None																			
Spring 2006	5	384	224.3	14.8	225	223.4	18.2	225.6	16.8	222.7	17.6	224.4	16.2	225.0	17.9	**227.9**	17.6	222.1	17.8
Winter 2006	5	71	209.1	9.3	209	207.1	13.1	210.7	13.2	206.5	14.4	211.4	12.6	***205.9***	12.6	**214.6**	11.6	207.7	13.0
Fall 2005	5	383	214.8	14.4	215	214.1	17.9	215.3	16.9	212.7	17.4	216.5	16.0	214.3	16.9	217.0	18.0	213.6	17.4
Summer 200	5	35	211.9	12.5	213	211.2	17.4	214.5	18.9	211.4	17.5	212.5	10.6	211.4	12.4	**217.4**	16.6	***207.1***	15.8
Spring 2005	5	329	222.7	14.3	225	221.7	16.2	224.4	17.7	221.7	17.6	223.4	15.2	223.6	17.4	224.4	17.7	221.0	18.0
Fall 2004	5	332	213.6	14.7	213	213.1	17.5	214.8	18.3	211.0	18.3	214.9	16.4	213.1	17.5	215.5	17.8	213.3	18.3
Spring 2004	5	125	217.6	15.2	219	215.9	17.8	220.2	19.5	215.7	19.0	218.4	17.6	217.8	19.0	220.3	17.3	215.7	17.2
Fall 2003	5	121	211.5	13.6	210	210.2	15.7	213.3	18.3	208.8	16.9	211.9	16.1	210.6	16.7	214.1	17.5	211.7	16.3
Optional Group: None																			
Spring 2006	6	1																	
Summer 200	6	6																	
Optional Group: None																			
Spring 2005	7	3																	
Optional Group: None																			
Summer 200	8	1																	
Optional Group: None																			
Spring 2006	9	1																	
Fall 2005	9	1																	
Spring 2005	9	7																	
Optional Group: None																			
Winter 2006	11	3																	
Optional Group: None																			
Spring 2004	12	2																	

Groups with less than students are suppressed because they are not statistically reliable.

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Moorhead Area Public Schools ISD #152

Mathematics

Math Goals Survey 2-5 MN V4

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Number Sense & Computation Mean	Number Sense & Computation Std Dev	Functions & Algebra Mean	Functions & Algebra Std Dev	Statistics & Probability Mean	Statistics & Probability Std Dev	Geometry & Measurement Mean	Geometry & Measurement Std Dev	Mean	Std Dev	Mean	Std Dev	Mean	Std Dev
Optional Group: None																			
Spring 2007	1	1																	
Winter 2007	1	1																	
Optional Group: None																			
Spring 2007	2	401	194.0	11.7	195	191.6	13.3	193.2	13.6	194.5	12.7	**197.0**	13.4						
Winter 2007	2	15	170.9	8.7	170	***164.5***	13.7	***167.4***	10.3	**175.8**	14.8	**174.3**	9.9						
Fall 2006	2	408	178.0	13.0	178	***173.0***	15.5	176.9	15.0	180.1	14.1	**181.3**	14.4						
Optional Group: None																			
Spring 2007	3	345	205.8	12.4	207	203.6	14.2	206.4	13.6	205.5	13.7	207.8	13.9						
Winter 2007	3	86	189.2	8.9	189	187.4	11.9	191.6	10.2	188.2	10.1	189.7	11.5						
Fall 2006	3	352	194.8	12.6	196	191.8	14.7	193.9	14.4	196.1	13.2	197.0	13.8						
Optional Group: None																			
Spring 2007	4	363	218.4	13.3	218	218.0	14.3	217.7	13.6	218.0	16.6	220.1	14.3						
Winter 2007	4	112	204.9	14.5	204	204.4	15.5	205.1	15.7	202.4	16.0	207.4	16.3						
Fall 2006	4	373	206.5	13.3	208	203.8	14.5	206.1	14.6	206.2	15.1	**209.9**	15.0						
Optional Group: None																			
Spring 2007	5	355	228.8	15.0	229	228.8	16.3	227.3	15.0	231.2	19.2	228.7	15.9						
Winter 2007	5	69	209.3	10.4	209	210.5	12.6	208.3	11.8	208.2	11.2	210.0	11.7						
Fall 2006	5	366	218.0	13.9	218	218.1	15.3	218.0	15.0	218.4	16.7	217.8	14.4						
Optional Group: None																			
Spring 2007	7	4																	
Optional Group: None																			
Fall 2006	8	1																	
Optional Group: None																			
Fall 2006	9	1																	

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Moorhead Area Public Schools ISD #152

Mathematics

Math Goals Survey 2-5 MN V4

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Number Sense & Computation Mean	Number Sense & Computation Std Dev	Functions & Algebra Mean	Functions & Algebra Std Dev	Statistics & Probability Mean	Statistics & Probability Std Dev	Geometry & Measurement Mean	Geometry & Measurement Std Dev	Mean	Std Dev	Mean	Std Dev	Mean	Std Dev
Optional Group: None																			
Fall 2006	10	1																	

Math Goals Survey 6+ MN V4

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Number Sense & Computation Mean	Number Sense & Computation Std Dev	Functions & Algebra Mean	Functions & Algebra Std Dev	Statistics & Probability Mean	Statistics & Probability Std Dev	Geometry & Measurement Mean	Geometry & Measurement Std Dev	Mean	Std Dev	Mean	Std Dev	Mean	Std Dev
Optional Group: None																			
Spring 2007	2	1																	
Optional Group: None																			
Spring 2007	6	407	231.5	16.4	233	231.2	18.4	230.3	16.5	**234.9**	18.1	229.6	17.3						
Winter 2007	6	7																	
Fall 2006	6	409	225.0	14.7	225	223.5	16.3	224.5	15.4	227.7	16.1	224.4	16.1						
Optional Group: None																			
Spring 2007	7	347	237.7	17.9	240	236.0	20.4	236.7	17.6	**240.9**	19.3	237.3	18.9						
Winter 2007	7	12	222.4	16.9	219	221.2	17.8	224.7	14.9	223.0	18.0	220.6	20.5						
Fall 2006	7	353	232.8	15.9	235	231.3	18.2	232.8	15.0	**237.0**	18.8	230.3	17.0						
Optional Group: None																			
Spring 2007	8	410	238.8	20.2	244	237.2	22.0	238.8	20.9	241.0	20.9	238.1	20.7						
Winter 2007	8	11	216.2	13.2	216	216.1	16.1	214.5	20.1	216.7	13.3	217.5	12.2						
Fall 2006	8	423	234.6	18.6	236	233.8	20.7	234.2	18.4	**237.9**	20.6	232.9	19.2						
Optional Group: None																			
Spring 2007	9	409	241.5	18.3	244	240.4	20.1	242.7	18.8	243.0	18.3	240.0	20.9						
Winter 2007	9	14	224.4	12.3	226	222.9	13.9	224.4	13.4	**229.3**	14.9	***219.8***	11.7						
Fall 2006	9	434	239.7	18.0	242	239.0	20.4	239.0	17.8	242.3	19.0	238.8	19.7						

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Moorhead Area Public Schools ISD #152

Mathematics

Math Goals Survey 6+ MN V4

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Number Sense & Computation Mean	Number Sense & Computation Std Dev	Functions & Algebra Mean	Functions & Algebra Std Dev	Statistics & Probability Mean	Statistics & Probability Std Dev	Geometry & Measurement Mean	Geometry & Measurement Std Dev	Mean	Std Dev	Mean	Std Dev	Mean	Std Dev
Optional Group: None																			
Spring 2007	10	39	224.8	16.5	226	224.3	17.0	226.1	16.2	225.6	19.4	222.9	18.1						
Winter 2007	10	110	252.0	12.9	253	251.9	14.6	251.9	14.1	252.7	14.3	252.3	16.2						
Fall 2006	10	225	239.1	18.3	241	237.2	20.0	240.2	19.9	241.3	18.8	238.0	19.9						
Optional Group: None																			
Spring 2007	11	23	231.0	21.4	228	232.4	21.1	230.7	22.4	231.1	23.0	230.4	24.6						
Winter 2007	11	52	245.6	12.4	248	245.1	14.8	244.6	13.1	247.3	13.0	245.4	15.6						
Fall 2006	11	129	241.7	15.2	245	239.6	16.6	**245.1**	18.1	241.2	14.4	241.3	16.8						
Optional Group: None																			
Spring 2007	12	12	225.2	15.1	222	223.6	14.8	225.4	14.2	224.3	15.4	227.2	20.0						
Winter 2007	12	5																	
Fall 2006	12	59	233.0	17.2	233	***229.9***	18.9	234.6	19.9	234.1	17.2	233.1	17.9						

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District Summary Report by Grade - Spring 2007
Moorhead Area Public Schools ISD #152

Reading

Reading Goals Survey 2-5 MN V3

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Word Recognition Mean	Word Recognition Std Dev	Literal Comprehension Mean	Literal Comprehension Std Dev	Interpretive Comprehension Mean	Interpretive Comprehension Std Dev	Evaluative Comprehension Mean	Evaluative Comprehension Std Dev	Literature Mean	Literature Std Dev				
Optional Group: None																			
Summer 200	1	3																	
Summer 200	1	1																	
Optional Group: None																			
Spring 2006	2	355	187.5	15.6	189	186.8	17.8	186.5	18.1	188.3	17.6	187.7	17.4	188.3	16.5				
Fall 2005	2	352	173.6	16.7	174	172.5	18.6	172.0	19.2	173.7	21.2	174.1	16.3	174.9	18.9				
Fall 2005	2	1																	
Summer 200	2	49	178.9	13.0	180	178.8	14.1	176.3	16.6	178.0	18.4	179.4	13.5	181.0	14.2				
Spring 2005	2	351	189.2	14.9	191	187.2	17.4	187.8	17.8	190.6	17.2	189.8	16.9	190.1	16.5				
Fall 2004	2	360	175.7	16.2	176	173.2	18.4	174.2	19.2	176.4	20.5	176.8	15.8	176.5	18.9				
Spring 2004	2	90	189.8	15.0	191	***186.2***	16.1	190.2	18.0	189.7	15.7	191.7	18.8	190.7	17.3				
Fall 2003	2	91	181.8	15.0	182	178.8	16.5	181.0	17.4	182.2	19.8	182.2	15.4	**184.9**	17.0				
Optional Group: None																			
Summer 200	3	2																	
Spring 2006	3	362	200.5	13.9	203	198.9	15.6	199.9	15.7	200.5	16.1	202.8	16.7	200.3	15.7				
Winter 2006	3	81	183.3	12.2	183	182.9	13.2	183.1	15.0	182.8	16.0	183.7	13.1	183.7	14.7				
Fall 2005	3	365	191.3	15.2	194	189.9	16.8	190.1	17.9	192.2	16.9	192.3	17.8	191.8	16.5				
Summer 200	3	55	186.1	13.3	188	184.5	15.2	185.2	14.7	186.4	15.3	188.2	15.9	185.0	17.7				
Spring 2005	3	338	200.6	12.1	201	198.5	14.2	199.7	15.0	201.4	14.7	202.5	15.3	200.8	13.6				
Fall 2004	3	353	192.2	14.7	195	190.9	16.0	192.5	17.6	192.1	16.7	192.8	17.3	193.0	16.4				
Spring 2004	3	112	196.6	13.3	200	194.7	14.6	194.2	15.4	198.1	14.5	197.8	17.7	198.1	15.1				
Fall 2003	3	113	191.4	12.8	193	188.7	14.1	191.3	15.9	**194.5**	14.4	189.5	14.7	193.5	16.3				

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Moorhead Area Public Schools ISD #152

Reading

Reading Goals Survey 2-5 MN V3

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Word Recognition Mean	Word Recognition Std Dev	Literal Comprehension Mean	Literal Comprehension Std Dev	Interpretive Comprehension Mean	Interpretive Comprehension Std Dev	Evaluative Comprehension Mean	Evaluative Comprehension Std Dev	Literature Mean	Literature Std Dev	Mean	Std Dev	Mean	Std Dev
Optional Group: None																			
Summer 200	4	2																	
Spring 2006	4	354	207.9	12.7	209	206.3	14.7	208.2	15.6	208.1	15.3	209.0	15.3	208.1	14.6				
Winter 2006	4	134	201.6	13.5	203	200.6	16.5	201.6	16.1	201.7	15.3	202.8	16.2	201.6	14.6				
Fall 2005	4	354	200.9	14.8	203	199.2	16.4	199.9	17.4	202.1	17.5	202.2	16.6	200.8	16.0				
Fall 2005	4	1																	
Summer 200	4	45	193.7	13.9	196	192.5	14.8	191.8	16.9	195.3	19.2	193.9	15.3	194.6	15.2				
Summer 200	4	1																	
Spring 2005	4	374	206.9	12.6	208	204.1	15.0	206.4	15.7	207.5	14.8	208.7	15.0	207.5	14.2				
Fall 2004	4	386	200.5	14.6	203	199.0	15.6	199.7	17.1	201.5	17.2	202.4	17.8	200.1	16.5				
Spring 2004	4	75	204.5	12.0	206	201.6	13.7	204.7	14.6	205.2	15.5	204.8	14.1	206.3	14.0				
Fall 2003	4	75	202.4	11.1	202	***199.1***	13.3	202.3	15.5	204.1	13.8	203.1	14.0	204.7	15.0				
Optional Group: None																			
Spring 2006	5	384	215.2	12.1	217	213.2	13.9	215.5	15.1	215.8	14.2	216.3	14.2	215.8	15.2				
Winter 2006	5	74	201.2	9.4	203	199.6	11.2	200.3	11.7	200.0	12.6	202.2	15.3	203.6	10.9				
Fall 2005	5	383	207.9	13.8	210	205.8	15.5	207.8	17.3	209.4	16.3	209.5	16.9	207.3	15.4				
Fall 2005	5	1																	
Summer 200	5	28	203.6	11.0	204	203.4	13.1	202.7	11.3	202.6	15.5	205.0	14.4	204.5	11.8				
Summer 200	5	5																	
Spring 2005	5	331	213.0	12.2	214	210.8	14.4	213.4	15.6	214.9	15.1	214.0	14.8	212.2	14.7				
Fall 2004	5	331	207.6	12.6	209	205.7	16.2	207.4	15.5	208.8	15.1	209.5	14.9	206.8	13.9				
Fall 2004	5	2																	
Spring 2004	5	125	209.8	14.4	212	***206.8***	16.5	209.8	16.5	211.1	15.9	211.3	17.0	210.6	17.4				
Spring 2004	5	1																	
Fall 2003	5	121	206.1	14.2	207	204.1	16.8	206.1	16.0	206.6	16.4	208.2	16.9	206.2	16.5				

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District Summary Report by Grade - Spring 2007
Moorhead Area Public Schools ISD #152

Reading

Reading Goals Survey 6+ MN V3

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Word Recognition Mean	Word Recognition Std Dev	Literal Comprehension Mean	Literal Comprehension Std Dev	Interpretive Comprehension Mean	Interpretive Comprehension Std Dev	Evaluative Comprehension Mean	Evaluative Comprehension Std Dev	Literature Mean	Literature Std Dev	Mean	Std Dev	Mean	Std Dev
Optional Group: None																			
Spring 2006	6	345	218.7	12.5	219	217.3	14.6	218.9	15.1	220.0	14.3	219.4	15.2	218.2	14.7				
Winter 2006	6	2																	
Fall 2005	6	345	214.6	12.8	216	212.1	14.5	214.8	15.8	216.0	15.7	215.4	14.5	214.9	15.9				
Summer 200	6	5																	
Summer 200	6	8																	
Spring 2005	6	4																	
Spring 2005	6	394	215.7	14.7	218	214.1	16.8	215.6	17.8	216.9	17.7	217.2	15.9	215.1	16.2				
Fall 2004	6	10	216.4	6.9	213	***212.9***	8.5	**220.8**	10.9	218.0	6.4	215.8	9.8	215.3	9.4				
Fall 2004	6	409	211.1	15.8	213	209.4	17.2	210.8	19.0	212.1	19.0	212.9	17.2	210.5	17.3				
Spring 2004	6	2																	
Fall 2003	6	2																	
Optional Group: None																			
Spring 2006	7	411	219.6	15.3	222	218.2	17.4	219.8	17.5	220.2	18.2	221.0	16.5	219.4	17.7				
Winter 2006	7	11	206.4	10.9	207	206.7	13.0	205.7	12.8	204.6	12.0	**211.3**	10.0	***202.3***	16.5				
Fall 2005	7	3																	
Fall 2005	7	414	215.8	15.6	218	214.4	17.6	216.3	18.5	217.1	17.8	216.4	16.7	214.9	17.7				
Summer 200	7	1																	
Summer 200	7	4																	
Spring 2005	7	2																	
Spring 2005	7	421	219.6	14.3	222	217.9	15.6	219.6	17.4	220.8	17.0	221.0	16.6	219.2	15.8				
Fall 2004	7	3																	
Fall 2004	7	429	217.5	13.2	220	216.2	15.0	216.9	16.6	219.2	15.6	218.6	14.9	217.1	15.4				
Spring 2004	7	9																	
Fall 2003	7	12	201.3	11.8	199	***198.1***	13.2	199.2	12.2	202.9	12.9	**204.9**	15.1	201.4	17.3				

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Moorhead Area Public Schools ISD #152

Reading

Reading Goals Survey 6+ MN V3

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Word Recognition Mean	Word Recognition Std Dev	Literal Comprehension Mean	Literal Comprehension Std Dev	Interpretive Comprehension Mean	Interpretive Comprehension Std Dev	Evaluative Comprehension Mean	Evaluative Comprehension Std Dev	Literature Mean	Literature Std Dev	Mean	Std Dev	Mean	Std Dev
Optional Group: None																			
Spring 2006	8	430	224.1	13.8	227	223.4	16.6	224.0	15.8	224.7	17.1	224.3	15.3	224.6	16.3				
Winter 2006	8	31	210.1	15.4	215	**213.2**	19.0	208.6	18.4	210.5	20.0	209.2	15.1	208.7	15.8				
Fall 2005	8	434	220.9	14.2	223	220.0	16.7	220.8	16.7	222.2	17.0	221.6	15.5	220.7	16.3				
Summer 200	8	5																	
Spring 2005	8	395	222.5	14.6	225	221.9	16.8	222.8	18.1	223.9	17.7	223.9	16.5	221.1	16.6				
Winter 2005	8	3																	
Fall 2004	8	1																	
Fall 2004	8	405	220.3	14.2	222	219.1	16.8	221.0	17.3	221.7	16.6	221.6	16.1	219.1	16.3				
Spring 2004	8	13	212.5	10.7	214	***207.8***	11.9	214.2	12.8	212.9	12.3	**215.9**	10.8	***208.8***	18.4				
Fall 2003	8	19	210.7	9.9	210	213.0	11.2	208.0	13.7	209.6	13.7	212.7	10.2	210.1	14.6				
Optional Group: None																			
Spring 2006	9	2																	
Spring 2006	9	396	225.7	14.7	228	225.4	17.3	227.0	17.5	226.4	17.8	226.6	16.6	224.3	16.6				
Winter 2006	9	3																	
Winter 2006	9	39	210.2	12.3	210	210.7	16.0	210.6	13.9	210.3	16.4	210.7	14.8	209.6	14.4				
Fall 2005	9	2																	
Fall 2005	9	406	223.6	15.0	226	223.9	17.4	223.8	17.9	225.1	17.9	224.2	16.2	222.1	16.2				
Summer 200	9	2																	
Spring 2005	9	4																	
Spring 2005	9	363	226.8	13.7	229	226.8	16.3	226.7	16.2	**229.8**	17.5	227.3	15.3	224.8	16.0				
Winter 2005	9	7																	
Fall 2004	9	344	224.5	13.0	226	223.2	16.3	224.9	16.2	226.6	16.9	226.1	14.6	223.9	15.1				
Spring 2004	9	19	212.8	16.2	216	215.7	17.1	212.1	17.8	**216.9**	17.6	210.6	21.4	210.6	17.5				
Fall 2003	9	17	213.2	14.7	219	212.1	21.6	213.4	15.0	212.4	18.3	213.2	13.4	215.6	17.5				

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District Summary Report by Grade - Spring 2007
Moorhead Area Public Schools ISD #152

Reading

Reading Goals Survey 6+ MN V3

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Word Recognition Mean	Word Recognition Std Dev	Literal Comprehension Mean	Literal Comprehension Std Dev	Interpretive Comprehension Mean	Interpretive Comprehension Std Dev	Evaluative Comprehension Mean	Evaluative Comprehension Std Dev	Literature Mean	Literature Std Dev	Mean	Std Dev	Mean	Std Dev
Optional Group: None																			
Spring 2006	10	30	213.1	11.8	212	212.4	17.0	213.5	14.0	213.6	13.6	214.6	15.7	212.3	13.3				
Winter 2006	10	22	219.9	12.3	221	220.0	13.8	218.0	20.4	220.8	13.2	221.1	14.1	219.0	12.1				
Fall 2005	10	17	211.1	13.8	215	***207.9***	12.6	209.2	15.0	212.2	16.1	212.9	17.7	213.8	17.1				
Summer 200	10	2																	
Spring 2005	10	29	220.1	11.3	217	222.1	14.9	***216.8***	12.6	222.7	17.1	222.3	16.4	***217.1***	10.4				
Winter 2005	10	15	213.3	13.9	218	211.3	17.1	***209.5***	19.0	**216.4**	14.5	214.4	15.7	213.0	16.5				
Fall 2004	10	1																	
Fall 2004	10	31	217.5	12.6	216	217.9	14.4	219.0	15.0	217.4	17.7	218.3	15.6	214.7	17.2				
Spring 2004	10	21	216.7	11.6	217	217.0	14.2	217.2	13.6	218.8	11.3	214.6	13.8	216.0	13.6				
Fall 2003	10	22	216.7	16.8	216	216.3	17.3	214.6	18.3	219.7	18.2	217.0	22.2	217.7	19.7				
Optional Group: None																			
Spring 2006	11	35	216.3	15.2	220	216.5	17.2	217.6	17.7	217.2	19.2	217.2	16.6	214.0	17.0				
Winter 2006	11	25	219.3	14.8	223	219.4	16.7	221.4	17.5	221.2	18.9	220.4	17.6	***214.6***	16.4				
Fall 2005	11	32	219.3	13.6	221	217.7	15.8	218.5	15.8	220.4	15.3	**222.9**	15.7	216.8	17.4				
Spring 2005	11	17	213.5	15.4	210	214.0	15.9	**216.5**	17.0	214.5	19.9	211.1	17.0	212.1	19.9				
Winter 2005	11	4																	
Fall 2004	11	15	217.5	12.2	220	217.4	17.0	217.3	15.3	**221.3**	12.8	216.4	15.4	214.7	15.3				
Spring 2004	11	10	212.6	13.4	217	211.6	12.4	214.4	14.5	210.5	16.5	213.1	12.3	213.9	17.7				
Fall 2003	11	13	219.8	14.6	223	217.7	13.9	220.7	19.5	218.0	23.4	221.1	13.5	220.5	17.4				
Optional Group: None																			
Spring 2006	12	15	214.5	17.5	215	**219.2**	21.7	213.6	21.3	214.3	17.7	213.7	18.1	212.1	19.0				
Winter 2006	12	12	217.3	12.2	216	219.7	15.6	217.0	12.9	217.8	10.4	**220.7**	20.7	***213.1***	13.9				
Fall 2005	12	16	220.6	13.6	221	223.4	16.9	222.7	13.8	223.1	22.4	219.3	10.1	***216.6***	15.8				
Spring 2005	12	10	221.6	12.3	225	219.3	13.4	224.5	13.1	223.3	15.0	***218.2***	10.7	222.1	15.8				
Winter 2005	12	6																	
Fall 2004	12	11	216.2	15.5	216	215.3	18.8	217.0	16.3	217.4	20.0	218.4	13.8	213.5	17.6				
Spring 2004	12	15	226.2	9.8	229	228.5	14.1	226.5	11.4	227.9	9.6	228.7	14.8	***221.7***	13.8				
Fall 2003	12	19	224.9	10.5	225	***220.2***	9.5	225.7	11.9	**232.6**	19.9	227.0	15.3	223.2	11.2				

Groups with less than students are suppressed because they are not statistically reliable.
* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

Moorhead Area Public Schools ISD #152

Reading

Reading Goals Survey 2-5 MN V4

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Word Recog / Vocabulary Mean	Word Recog / Vocabulary Std Dev	Comprehension: Informational Mean	Comprehension: Informational Std Dev	Comprehension: Narrative Mean	Comprehension: Narrative Std Dev	Literature Mean	Literature Std Dev						
Optional Group: None																			
Spring 2007	2	405	188.8	14.4	190	187.3	15.5	188.0	16.2	189.0	16.7	190.9	15.5						
Winter 2007	2	3																	
Fall 2006	2	410	173.8	16.0	173	172.7	17.4	172.3	17.8	173.8	18.7	175.6	16.6						
Optional Group: None																			
Spring 2007	3	347	199.8	14.5	202	198.5	15.0	199.7	17.3	200.0	15.8	200.9	16.0						
Winter 2007	3	77	181.6	11.8	183	181.5	12.8	180.4	14.6	182.8	16.0	181.5	11.9						
Fall 2006	3	354	190.6	16.2	193	189.2	16.1	189.8	18.0	191.0	18.8	192.2	17.7						
Optional Group: None																			
Spring 2007	4	368	208.2	12.0	209	205.9	13.1	209.2	14.3	208.6	14.4	209.4	12.8						
Winter 2007	4	86	192.4	12.7	193	190.8	13.7	191.3	14.9	192.4	14.6	194.8	14.3						
Fall 2006	4	375	200.8	14.3	202	199.3	15.2	201.4	16.2	200.9	16.2	201.3	15.4						
Optional Group: None																			
Spring 2007	5	359	215.3	12.2	216	212.8	13.5	215.3	13.0	215.9	14.4	217.2	14.6						
Winter 2007	5	84	202.2	9.0	204	199.6	11.5	202.3	10.3	202.5	11.2	204.7	10.8						
Fall 2006	5	366	208.8	13.4	210	206.8	14.6	209.8	15.7	208.9	14.9	209.8	14.9						
Optional Group: None																			
Spring 2007	6	406	218.3	12.9	220	216.8	13.7	219.5	15.0	218.6	14.9	218.5	14.6						
Winter 2007	6	7																	
Fall 2006	6	7																	
Fall 2006	6	400	213.5	14.0	215	211.9	15.6	213.9	14.9	214.1	16.0	213.8	15.9						
Optional Group: None																			
Spring 2007	7	3																	
Spring 2007	7	347	221.2	14.4	223	220.2	15.9	221.8	15.8	221.6	15.7	221.3	16.3						
Winter 2007	7	12	202.1	17.2	207	204.1	18.5	***197.8***	19.5	204.3	20.2	201.8	16.8						
Fall 2006	7	356	218.3	14.0	220	216.8	15.6	219.3	15.6	219.0	15.6	218.7	15.7						

Groups with less than students are suppressed because they are not statistically reliable.

A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

District Summary Report by Grade - Spring 2007
Moorhead Area Public Schools ISD #152

Reading

Reading Goals Survey 2-5 MN V4

Term	Grade	Student Count	Mean RIT	Std Dev	Median	Word Recog / Vocabulary Mean	Word Recog / Vocabulary Std Dev	Comprehension: Informational Mean	Comprehension: Informational Std Dev	Comprehension: Narrative Mean	Comprehension: Narrative Std Dev	Literature Mean	Literature Std Dev	Mean	Std Dev	Mean	Std Dev	Mean	Std Dev
Optional Group: None																			
Spring 2007	8	2																	
Spring 2007	8	413	224.4	14.2	226	224.5	15.9	224.6	15.5	223.8	15.8	224.9	15.9						
Winter 2007	8	11	208.7	13.2	211	***203.6***	14.7	210.2	11.1	208.5	13.7	211.5	19.4						
Fall 2006	8	421	220.3	15.5	223	219.0	17.0	221.3	16.5	221.0	17.4	220.2	16.8						
Optional Group: None																			
Spring 2007	9	410	227.2	13.0	230	226.9	14.8	228.3	14.5	226.6	14.6	227.5	14.8						
Winter 2007	9	34	216.9	10.6	217	215.6	11.8	217.4	14.3	218.5	13.5	215.8	11.9						
Fall 2006	9	425	224.3	13.9	226	223.4	16.0	225.4	15.9	224.5	15.3	224.3	15.0						
Optional Group: None																			
Spring 2007	10	38	214.3	15.7	215	215.4	18.2	214.7	16.7	212.6	18.4	214.2	16.0						
Winter 2007	10	10	216.2	10.7	215	217.4	12.5	215.9	11.8	214.5	11.3	216.5	11.3						
Fall 2006	10	34	214.7	15.7	214	217.3	15.4	215.5	16.9	212.0	17.8	213.8	16.9						
Optional Group: None																			
Spring 2007	11	26	221.6	12.8	219	219.2	15.7	223.9	15.1	220.7	10.9	222.1	15.5						
Winter 2007	11	7																	
Fall 2006	11	24	215.7	10.8	216	213.9	12.1	215.2	11.8	215.6	14.4	217.7	11.5						
Optional Group: None																			
Spring 2007	12	17	215.7	15.1	214	216.7	15.8	215.9	18.7	213.2	17.4	216.3	14.6						
Winter 2007	12	2																	
Fall 2006	12	31	219.1	15.2	219	221.4	14.1	218.2	17.6	219.6	17.3	217.1	17.5						

Groups with less than students are suppressed because they are not statistically reliable.
* A goal mean in ***bold italic*** represents performance that might be considered an area of concern. A goal mean in **bold underlined** represents relatively strong performance.

MAP™ Reports
Student Growth Summary Report

NWEA
Northwest Evaluation Association
Partnering to help all kids learn

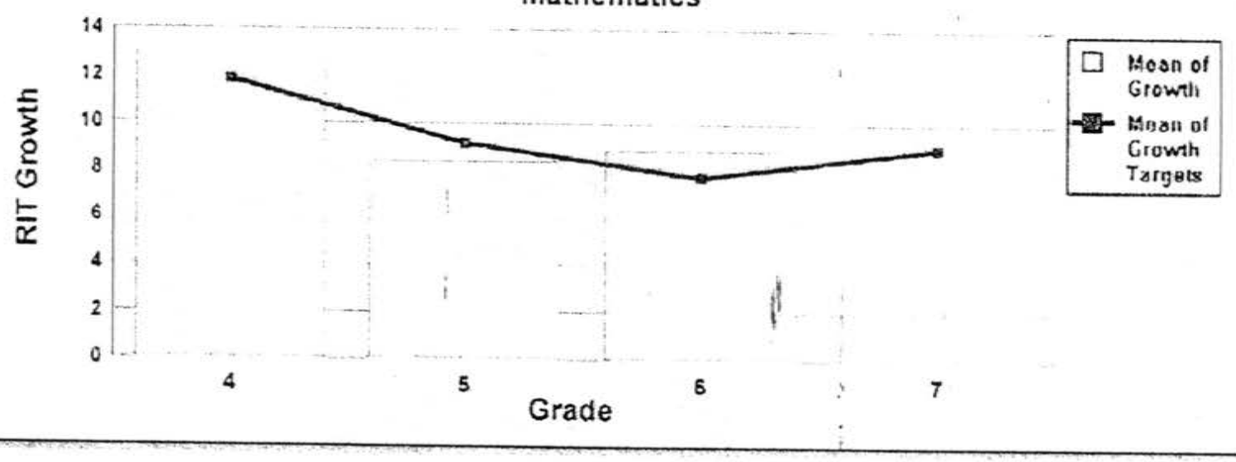
Summarizes by subject and grade the term-to-term growth of all students' by school. Available only when reports are ordered for a fall or spring term after testing has been declared complete.

Student Growth Summary - Fall 2003 to Fall 2004

District: NWEA Sample District
School: Fruitland Elementary

*[Small Group Summary Display is OFF]

Mathematics	❷ Count	Fall 2003 Mean RIT	Fall 2003 Std Dev	Fall 2004 Mean RIT	Fall 2004 Std Dev	Growth Mean	Growth Std Dev	Growth Std Error	❶ Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
Grade 4	25	191.8	9.8	204.8	10.5	12.9	6.3	1.3	11.9	1.1	109.4	17	68.0
Grade 5	28	203.5	7.2	211.9	6.8	❸			9.2		91.4	16	57.1
Grade 6	24	214.3	13.7	223.2	13.8	8.9	❹	❺	7.8	❻	❼	❽	❾
Grade 7	24	225.4	13.1	228.7	9.8	3.3	6.5	1.3	9.0	-5.8	36.1	9	29.6



❶ **Mean Growth Target:** The average of the individual student growth targets. Individual growth targets are defined as the average amount of RIT growth observed for students in the latest NWEA norming study who started the year with the same RIT score as the individual student.

❷ **Count:** The number of students with beginning and ending term RIT scores. This is the number on which all other data in the same reporting unit (e.g., grade) are based.

❸ **Growth - Mean:** The average change in RIT scores from starting term to ending term (ending RIT minus starting RIT).

❹ **Growth - Standard Deviation:** The standard deviation of the term-to-term RIT score change. About 68 percent of the growth scores would be expected to be in one standard deviation below the mean and one standard deviation above the mean.

❺ **Growth - Standard Error:** Amount of measurement error associated with the term-to-term growth. If the group could be tested again over the same period with comparable tests, there would be about a 68% chance that term-to-term growth would fall within a range defined by the term-to-term growth plus and minus the Growth Standard Error.

❻ **Growth Index:** The RITs by which the student exceeded the Target RIT (plus values), fell short of the Target RIT (minus values), or exactly met the Target RIT (0).

❼ **Percent of Target:** This is the total student growth divided by the total of target RITs expressed as a percentage. It shows the proportion of the overall RIT growth targets achieved by the students. Performance of 100% is considered average, meaning the student growth equaled the targets. Use in conjunction with the "Percent Meeting Growth Target."

❽ **Count Meeting Growth Target:** The number of students in this reporting unit that met or exceeded their individual growth target.

❾ **Percent Meeting Growth Target:** The percentage of students in the reporting unit that met their individual growth target.

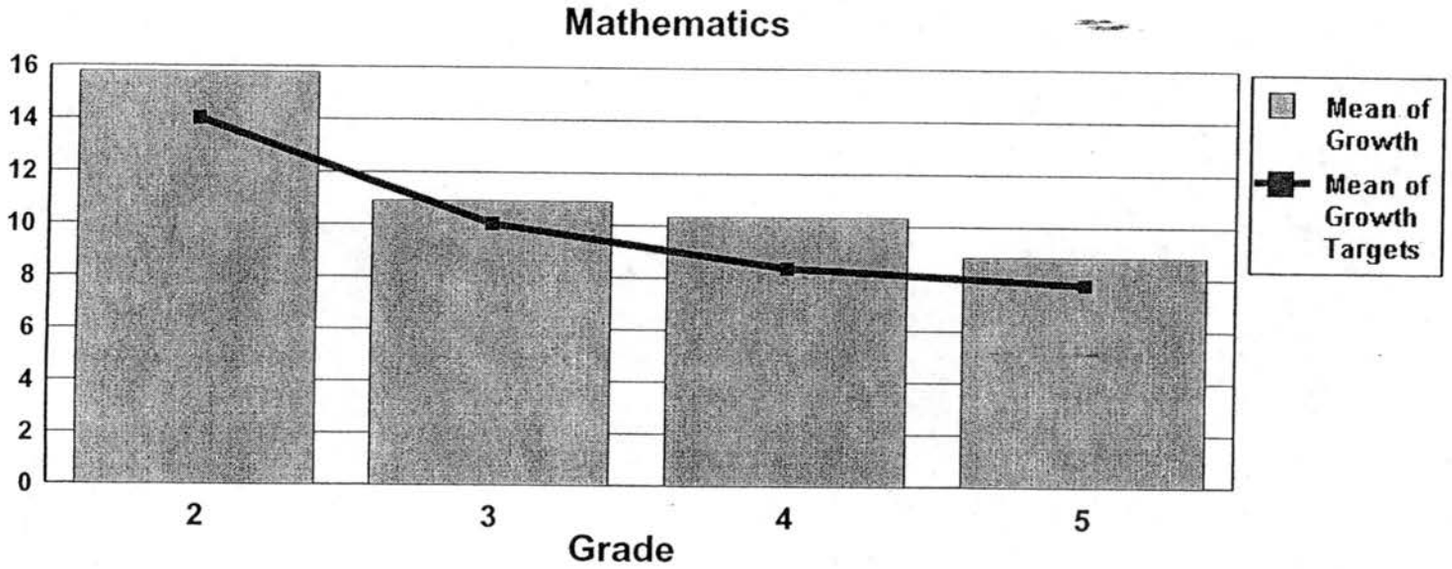
Annotated MAP Reports
Revised 5/2007
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Student Growth Summary - Fall 2006 to Spring 2007

istrict: Moorhead Area Public Schools ISD #152
chool: Ellen Hopkins Elementary

*(Small Group Summary Display is OFF)

athematics		Fall 2006		Spring 2007		Growth			Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error					
ade 2	147	176.6	13.8	192.3	12.1	15.7	8.6	0.7	14.0	1.8	112.6	88	59.9
ade 3	110	196.4	12.3	207.3	12.4	10.9	6.5	0.6	10.0	0.9	108.7	69	62.7
ade 4	117	206.2	12.7	216.5	13.7	10.3	8.3	0.8	8.4	1.9	123.1	70	59.8
ade 5	109	221.1	14.3	230.0	16.6	8.9	8.0	0.8	7.8	1.1	113.7	63	57.8



mary data for groups with less than 10 students are
essed because they are not statistically reliable.

** All Targets based on NWEA 2005 RIT Scale Norms

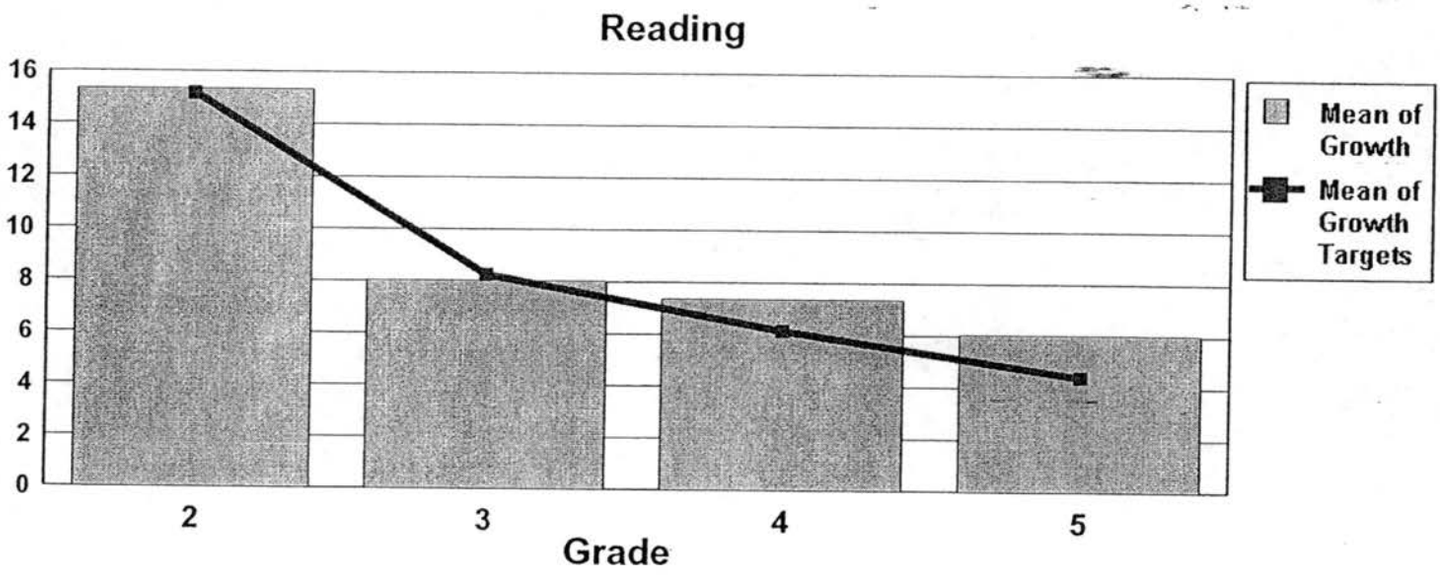
96

Student Growth Summary - Fall 2006 to Spring 2007

strict: Moorhead Area Public Schools ISD #152
:hool: Ellen Hopkins Elementary

*(Small Group Summary Display is OFF)

ading		Fall 2006		Spring 2007		Growth								
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error	Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
ade 2	147	170.5	15.5	185.8	15.3	15.3	9.2	0.8	15.2	0.2	101.1	84	57.1
ade 3	110	193.2	16.8	201.2	15.0	8.0	9.5	0.9	8.2	-0.2	97.4	58	52.7
ade 4	118	200.5	14.4	207.9	12.5	7.4	8.4	0.8	6.2	1.2	119.7	68	57.6
ade 5	108	211.2	13.3	217.3	11.6	6.1	7.4	0.7	4.4	1.6	137.1	67	62.0



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essed because they are not statistically reliable.

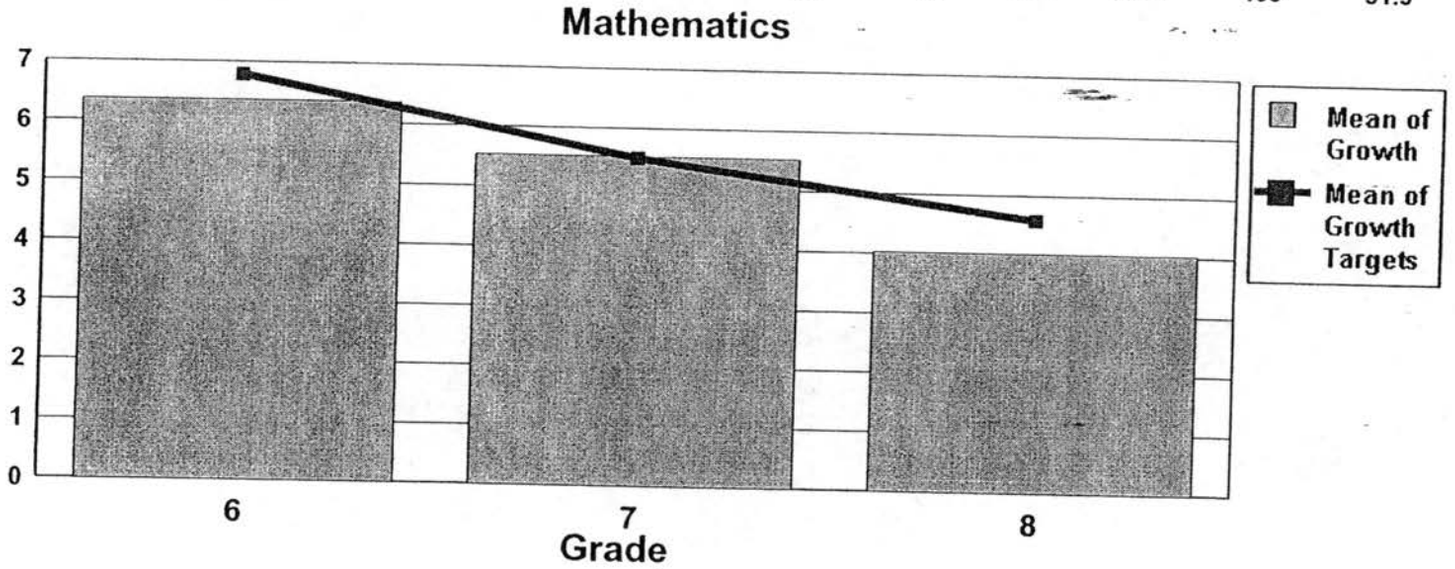
** All Targets based on NWEA 2005 RIT Scale Norms

Student Growth Summary - Fall 2006 to Spring 2007

District: Moorhead Area Public Schools ISD #152
School: Horizon Middle School

*(Small Group Summary Display is OFF)

Mathematics		Fall 2006		Spring 2007		Growth							
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error	Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
Grade 6	397	225.5	14.6	231.9	16.1	6.4	6.8	0.3	6.8	-0.4	93.7	199	50.1
Grade 7	331	233.4	15.6	239.0	17.1	5.6	7.2	0.4	5.5	0.0	100.5	179	54.1
Grade 8	388	235.7	18.3	239.7	19.6	4.0	7.0	0.4	4.6	-0.6	87.9	199	51.3



mary data for groups with less than 10 students are ssed because they are not statistically reliable.

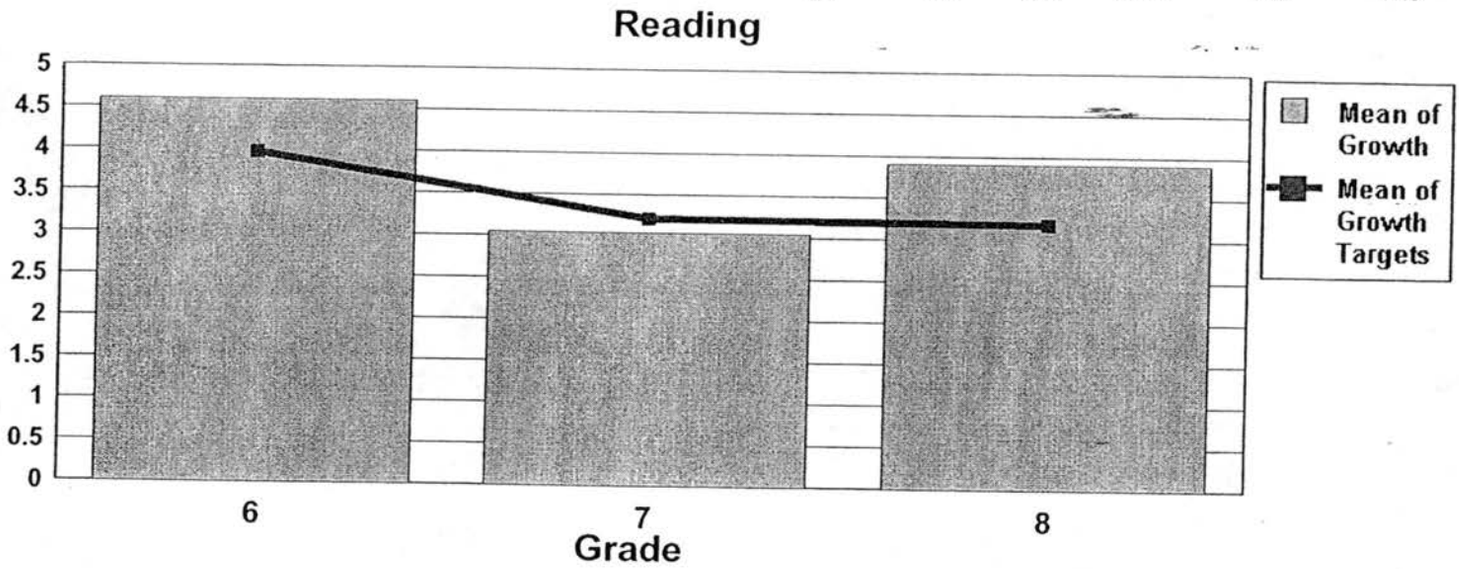
** All Targets based on NWEA 2005 RIT Scale Norms

Student Growth Summary - Fall 2006 to Spring 2007

District: Moorhead Area Public Schools ISD #152
School: Horizon Middle School

*(Small Group Summary Display is OFF)

Reading		Fall 2006		Spring 2007		Growth							
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error	Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
Grade 6	394	213.9	13.9	218.5	12.9	4.6	7.5	0.4	4.0	0.6	115.9	210	53.3
Grade 7	334	219.1	13.5	222.1	13.2	3.0	7.8	0.4	3.2	-0.2	94.8	182	54.5
Grade 8	391	221.3	14.7	225.2	13.8	3.9	7.8	0.4	3.2	0.7	122.5	220	56.3



mary data for groups with less than 10 students are ssed because they are not statistically reliable.

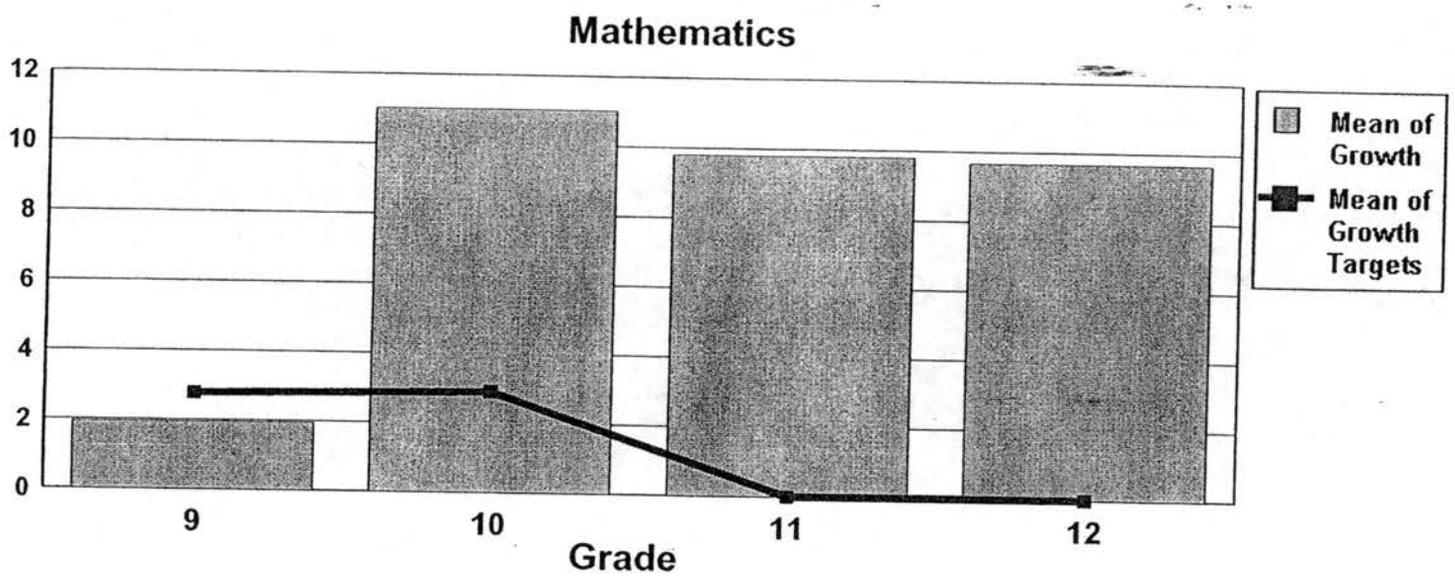
** All Targets based on NWEA 2005 RIT Scale Norms

Student Growth Summary - Fall 2006 to Spring 2007

istrict: Moorhead Area Public Schools ISD #152
:hool: Moorhead High School

*(Small Group Summary Display is OFF)

athematics		Fall 2006		Spring 2007		Growth			Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error					
ade 9	367	241.7	16.5	243.6	16.7	1.9	7.3	0.4	2.8	-0.8	69.8	169	46.0
ade 10	42	238.0	13.9	249.1	14.4	11.1	7.7	1.2	2.9	8.1	379.5	38	90.5
ade 11	10	237.1	12.0	246.9	14.8	9.8	7.1	2.2	0.0	9.8	0.0	10	100.0
ade 12	6	*	*	*	*	*	*	*	*	*	*	*	*



nary data for groups with less than 10 students are
ssed because they are not statistically reliable.

** All Targets based on NWEA 2005 RIT Scale Norms

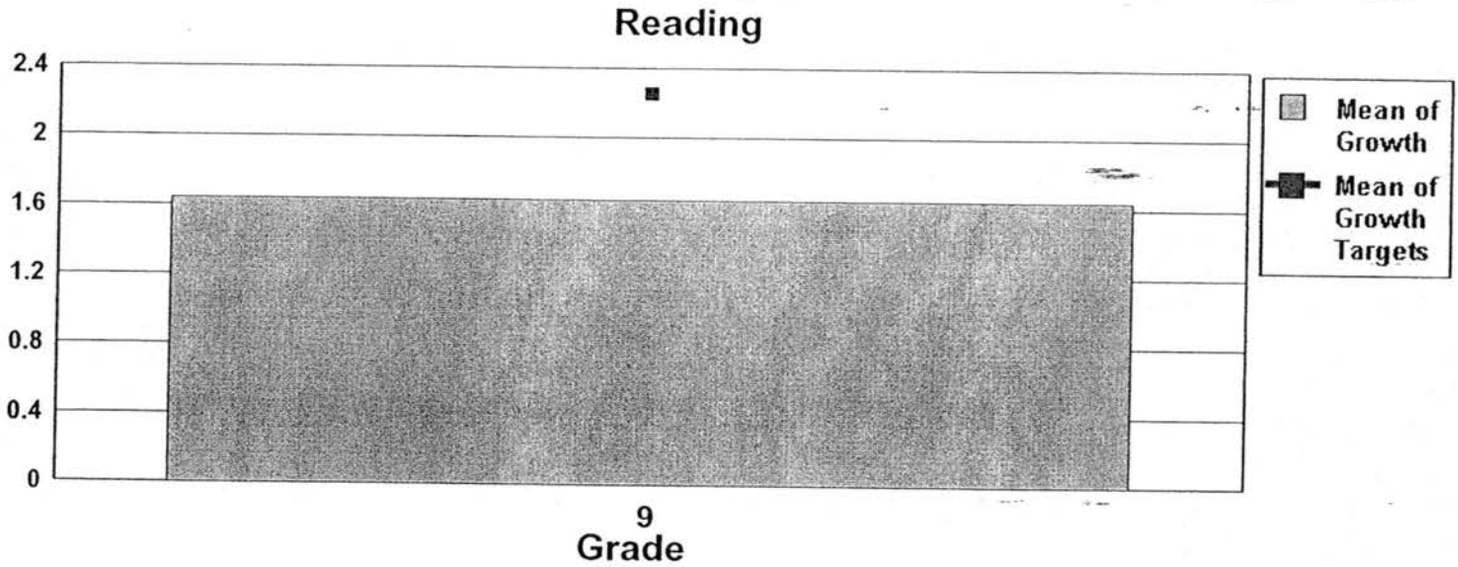
100

Student Growth Summary - Fall 2006 to Spring 2007

strict: Moorhead Area Public Schools ISD #152
:hool: Moorhead High School

*(Small Group Summary Display is OFF)

ading		Fall 2006		Spring 2007		Growth			Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error					
ade 9	353	227.0	11.8	228.6	12.2	1.6	7.3	0.4	2.3	-0.6	72.7	179	50.7



nary data for groups with less than 10 students are ssed because they are not statistically reliable.

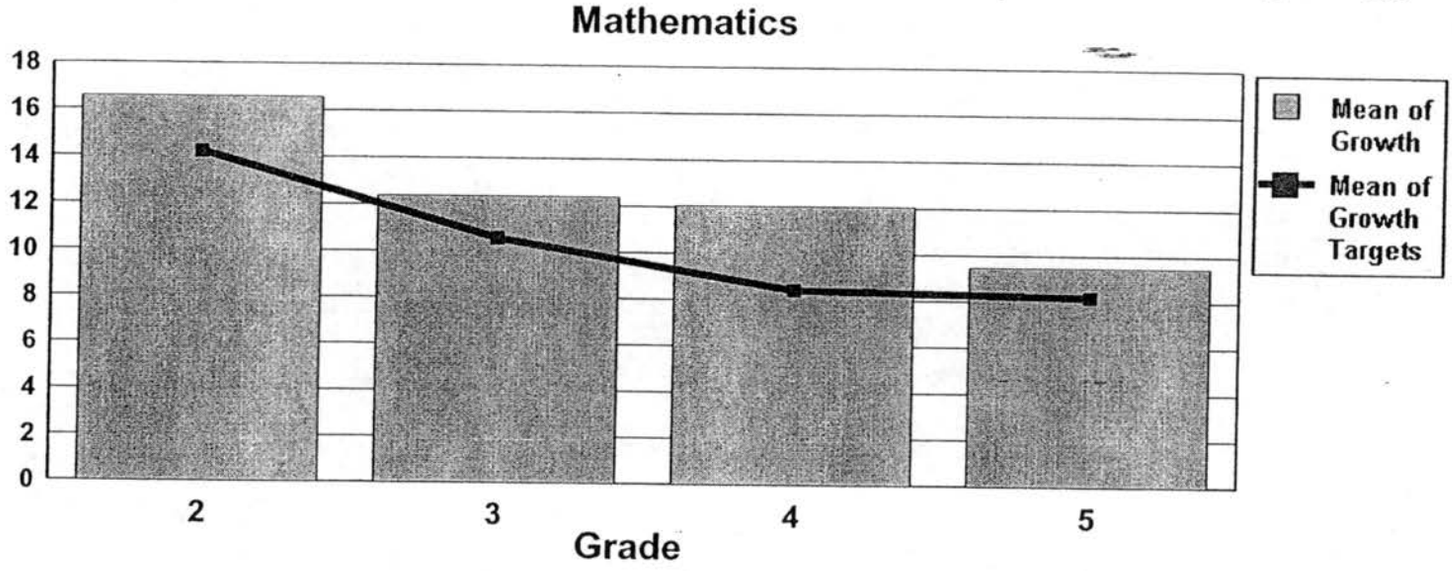
** All Targets based on NWEA 2005 RIT Scale Norms

Student Growth Summary - Fall 2006 to Spring 2007

strict: Moorhead Area Public Schools ISD #152
:hool: Robert Asp Elementary

*(Small Group Summary Display is OFF)

thematics		Fall 2006		Spring 2007		Growth								
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error	Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
ade 2	115	175.5	12.7	192.1	11.9	16.6	8.5	0.8	14.2	2.4	116.6	77	67.0
ade 3	98	192.7	12.7	205.1	12.7	12.4	6.8	0.7	10.6	1.8	117.1	63	64.3
ade 4	123	205.0	13.2	217.0	13.7	12.0	8.3	0.8	8.4	3.6	143.1	90	73.2
ade 5	116	217.3	14.1	226.7	15.1	9.4	7.9	0.7	8.2	1.3	115.5	70	60.3



nary data for groups with less than 10 students are ssed because they are not statistically reliable.

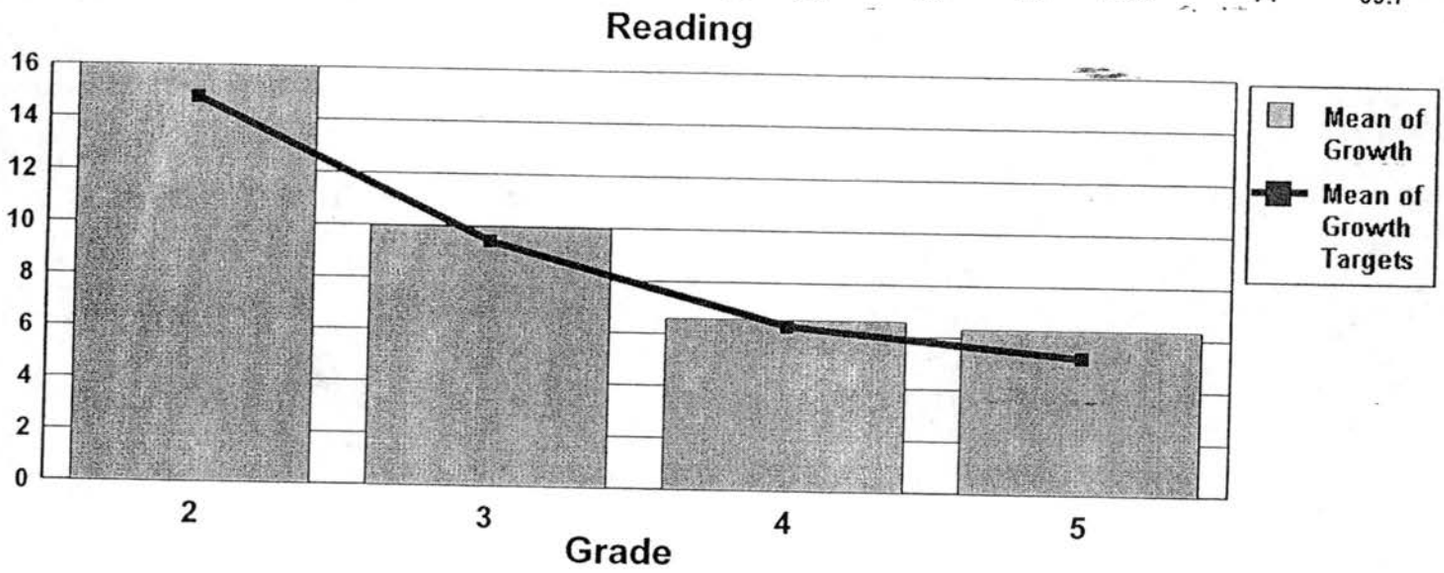
** All Targets based on NWEA 2005 RIT Scale Norms

Student Growth Summary - Fall 2006 to Spring 2007

District: Moorhead Area Public Schools ISD #152
School: Robert Asp Elementary

*(Small Group Summary Display is OFF)

Reading		Fall 2006		Spring 2007		Growth								
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error	Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
Grade 2	116	172.3	14.7	188.3	14.1	16.0	9.4	0.9	14.8	1.2	108.2	69	59.5
Grade 3	100	188.1	15.7	198.0	14.0	9.9	7.6	0.8	9.4	0.5	105.5	54	54.0
Grade 4	124	200.0	14.7	206.6	12.7	6.6	7.1	0.6	6.3	0.3	103.9	71	57.3
Grade 5	119	206.0	14.2	212.3	13.9	6.3	7.1	0.6	5.3	1.1	119.9	71	59.7



mary data for groups with less than 10 students are ssed because they are not statistically reliable.

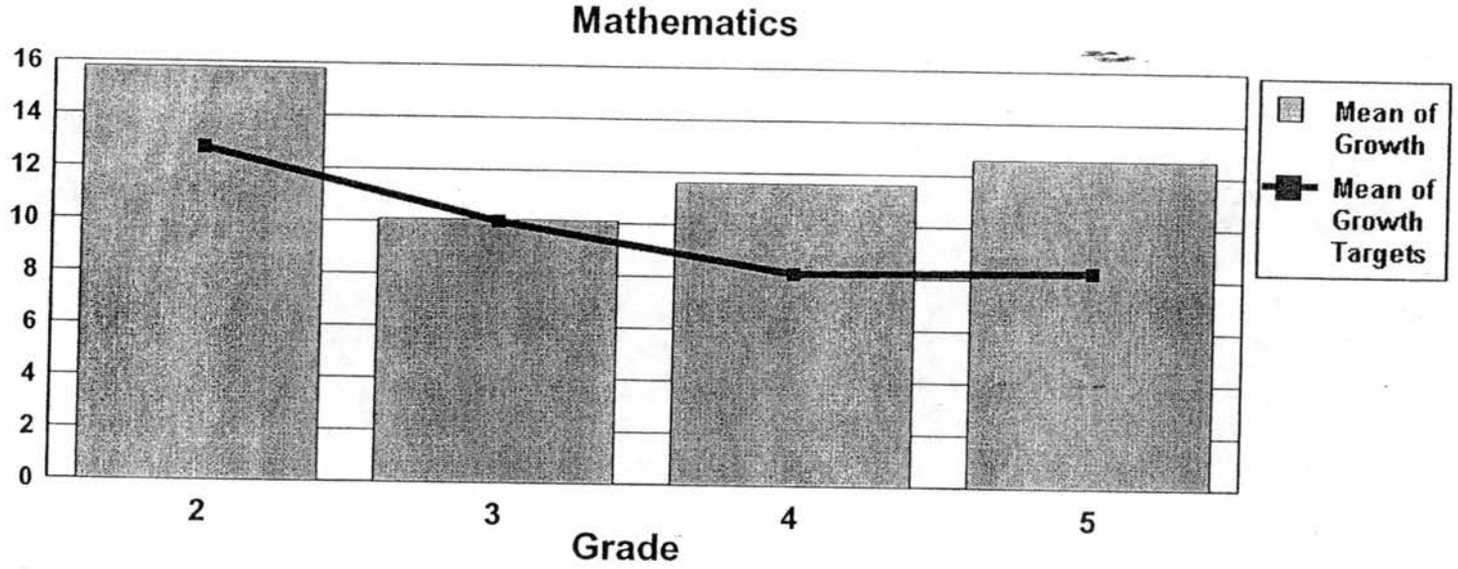
** All Targets based on NWEA 2005 RIT Scale Norms

Student Growth Summary - Fall 2006 to Spring 2007

istrict: Moorhead Area Public Schools ISD #152
chool: S.G. Reinertsen Elementary

*(Small Group Summary Display is OFF)

athematics		Fall 2006		Spring 2007		Growth								
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error	Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
ade 2	126	182.0	11.5	197.8	10.4	15.8	7.5	0.7	12.7	3.0	123.9	93	73.8
ade 3	125	195.7	12.2	205.8	12.3	10.1	6.8	0.6	10.0	0.1	100.6	72	57.6
ade 4	114	210.2	12.0	221.8	11.7	11.6	6.6	0.6	8.1	3.4	142.3	84	73.7
ade 5	123	217.7	12.1	230.3	12.8	12.6	7.8	0.7	8.3	4.3	152.1	87	70.7



ıary data for groups with less than 10 students are ssed because they are not statistically reliable.

** All Targets based on NWEA 2005 RIT Scale Norms

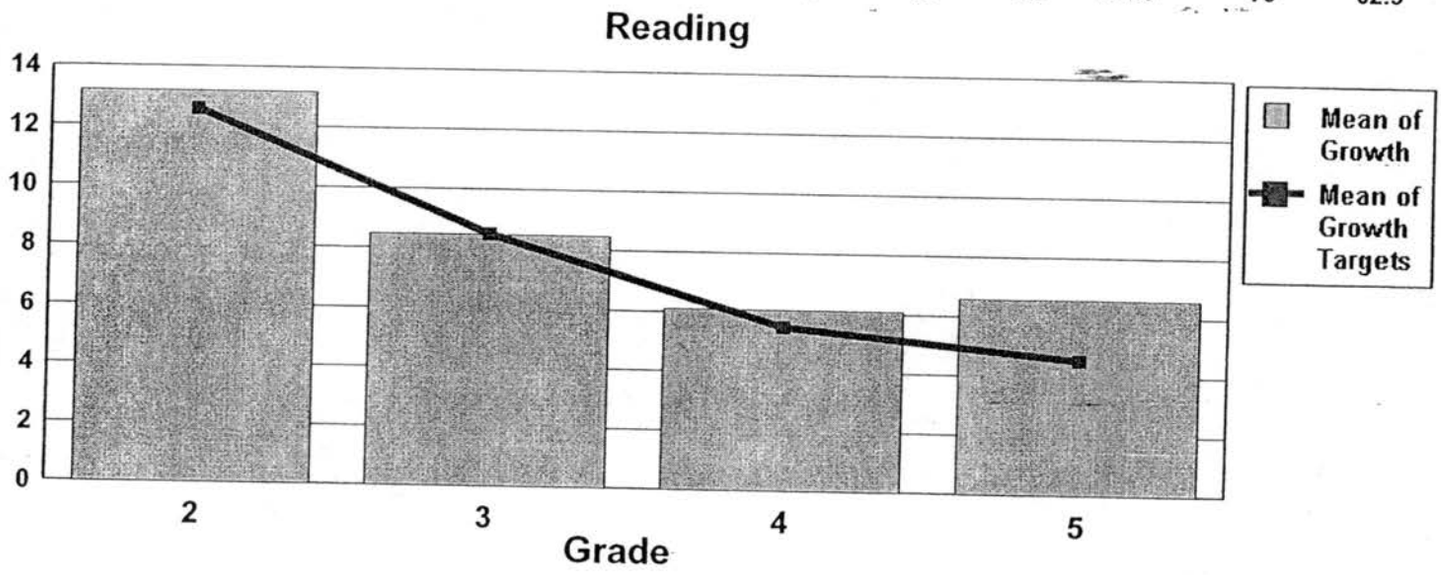
104

Student Growth Summary - Fall 2006 to Spring 2007

District: Moorhead Area Public Schools ISD #152
School: S.G. Reinertsen Elementary

*(Small Group Summary Display is OFF)

eading		Fall 2006		Spring 2007		Growth			Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error					
ade 2	129	179.4	16.2	192.6	13.0	13.2	10.3	0.9	12.6	0.6	104.7	71	55.0
ade 3	125	192.0	14.7	200.5	14.4	8.5	7.5	0.7	8.5	0.0	99.8	68	54.4
ade 4	117	203.9	11.7	210.0	10.5	6.1	7.8	0.7	5.5	0.6	110.4	62	53.0
ade 5	124	210.1	11.5	216.7	9.7	6.6	7.2	0.7	4.5	2.0	144.9	78	62.9



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** All Targets based on NWEA 2005 RIT Scale Norms

MAP™ Reports
Student Growth District Summary Report

NWEA
Northwest Evaluation Association
Partnering to help all kids learn

Aggregates all schools' term-to-term growth statistics by subject and grade. Available only for a fall or spring term after testing has been declared complete.

1 Mean Growth Target: The average of the individual student growth targets. Individual growth targets are defined as the average amount of RIT growth observed for students in the latest NWEA norming study who started the year with the same RIT score as the individual student.

2 Count: The number of students with beginning and ending term RIT scores. This is the number on which all other data in the same reporting unit (e.g., grade) are based.

3 Growth - Mean: The average change in RIT scores from fall to spring (spring RIT minus fall RIT).

4 Growth - Standard Deviation: The standard deviation of the term-to-term RIT score change. About 68 percent of the growth scores would be expected to be in one standard deviation below the mean and one standard deviation above the mean.

5 Growth - Standard Error: Amount of measure-ment error associated with the term-to-term growth. If the group could be tested again over the same period with comparable tests, there would be about a 68% chance that term-to-term growth would fall within a range defined by the term-to-term growth plus and minus the Growth Standard Error.

6 Growth Index: The RITs by which the student exceeded the Target RIT (plus values), fell short of the Target RIT (minus values), or exactly met the Target RIT (0).

7 Percent of Target: This is the total student growth divided by the total of target RITs expressed as a percentage. It shows the proportion of the overall RIT growth targets achieved by the students. Performance of 100% is considered average, meaning the student growth equaled the targets. Use in conjunction with the "Percent Meeting Growth Target."

8 Count Meeting Growth Target: The number of students in this reporting unit that met or exceeded their individual growth target.

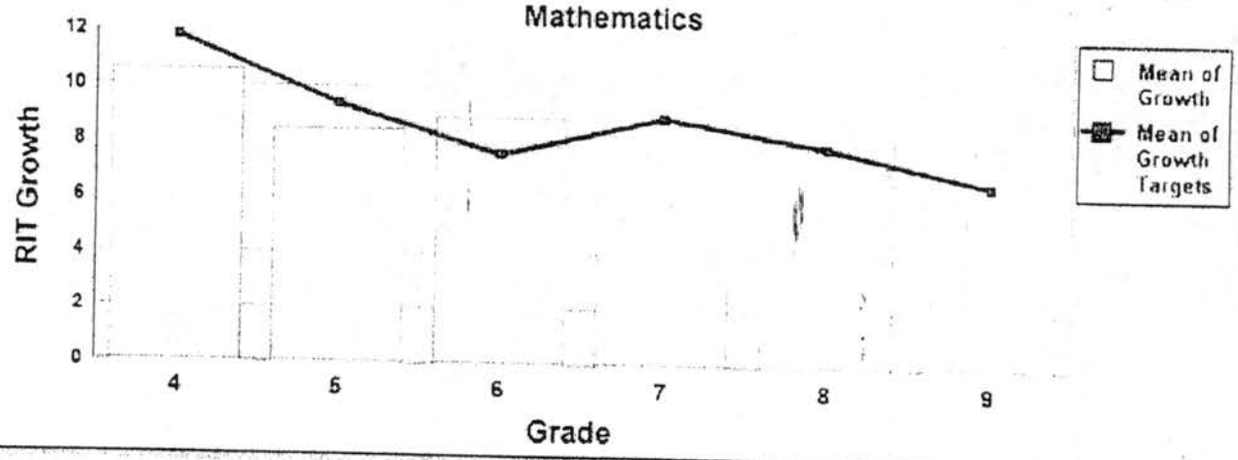
9 Percent Meeting Growth Target: The percent-age of students in the reporting unit that met their individual growth target.

Student Growth District Summary - Fall 2003 to Fall 2004

District: NWEA Sample District

*(Small Group Summary Display is OFF)

Mathematics	2 Count	Fall 2003 Mean RIT	Fall 2003 Std Dev	Fall 2004 Mean RIT	Fall 2004 Std Dev	Growth Mean (3)	Growth Std Dev (4)	Growth Std Error (5)	1 Mean Growth Target **	Growth Index (6)	Percent of Target (7)	Count Meeting Growth Target (8)	Percent Meeting Growth Target (9)
Grade 4	86	192.1	9.3	202.7	9.8	10.6	7.7	0.8	11.8	-1.2	89.8	42	48.8
Grade 5	89	203.0	11.6	211.5	10.2	8.5	7.9	0.8	9.4	-0.9	90.2	45	50.6
Grade 6	85	210.6	12.7	219.5	13.0	8.9	7.2	0.8	7.6	1.3	117.1	48	56.5
Grade 7	92	223.1	11.2	229.6	11.1	6.5	7.5	0.8	9.0	-2.5	71.7	31	33.7
Grade 8	98	227.8	14.0	236.4	14.9	8.6	7.7	0.8	8.0	0.6	107.4	57	58.2
Grade 9	45	229.2	10.6	231.7	11.4	2.5	10.2	1.5	6.7	-4.2	37.5	12	26.7



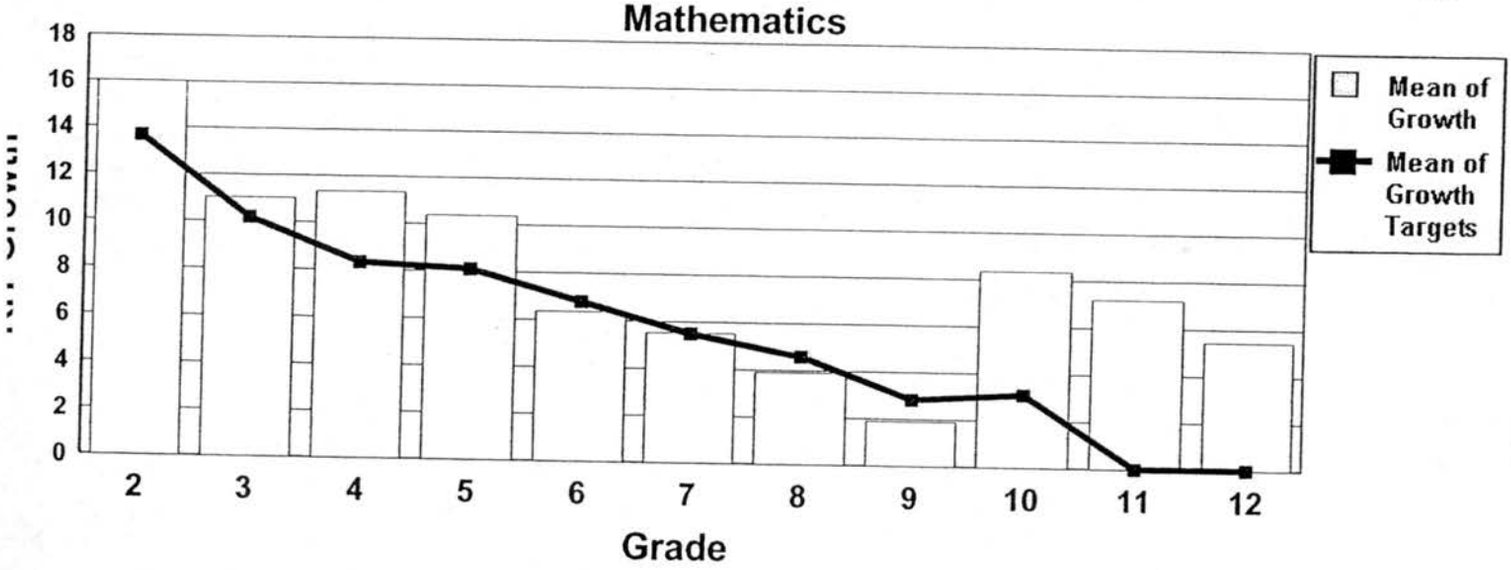
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Student Growth District Summary - Fall 2006 to Spring 2007

District: Moorhead Area Public Schools ISD #152

*(Small Group Summary Display is OFF)

Mathematics		Fall 2006		Spring 2007		Growth							
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error	Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
Grade 2	388	178.0	13.0	194.0	11.8	16.0	8.2	0.4	13.7	2.4	117.2	258	66.5
Grade 3	333	195.1	12.5	206.1	12.4	11.0	6.7	0.4	10.2	0.8	108.3	204	61.3
Grade 4	354	207.1	12.8	218.4	13.3	11.3	7.8	0.4	8.3	3.0	136.2	244	68.9
Grade 5	348	218.6	13.6	229.0	14.9	10.4	8.1	0.4	8.1	2.3	128.2	220	63.2
Grade 6	397	225.5	14.6	231.9	16.1	6.4	6.8	0.3	6.8	-0.4	93.7	199	50.1
Grade 7	331	233.4	15.6	239.0	17.1	5.6	7.2	0.4	5.5	0.0	100.5	179	54.1
Grade 8	392	235.6	18.3	239.5	19.6	3.9	7.2	0.4	4.6	-0.7	85.3	200	51.0
Grade 9	378	241.0	17.1	242.9	17.2	1.9	7.7	0.4	2.8	-0.9	67.0	173	45.8
Grade 10	53	234.9	15.6	243.3	18.4	8.4	9.7	1.3	3.1	5.3	270.1	40	75.5
Grade 11	19	231.2	13.1	238.4	15.6	7.2	7.3	1.7	0.0	7.2	0.0	16	84.2
Grade 12	11	224.7	16.7	230.2	17.0	5.5	8.9	2.7	0.0	5.5	0.0	8	72.7

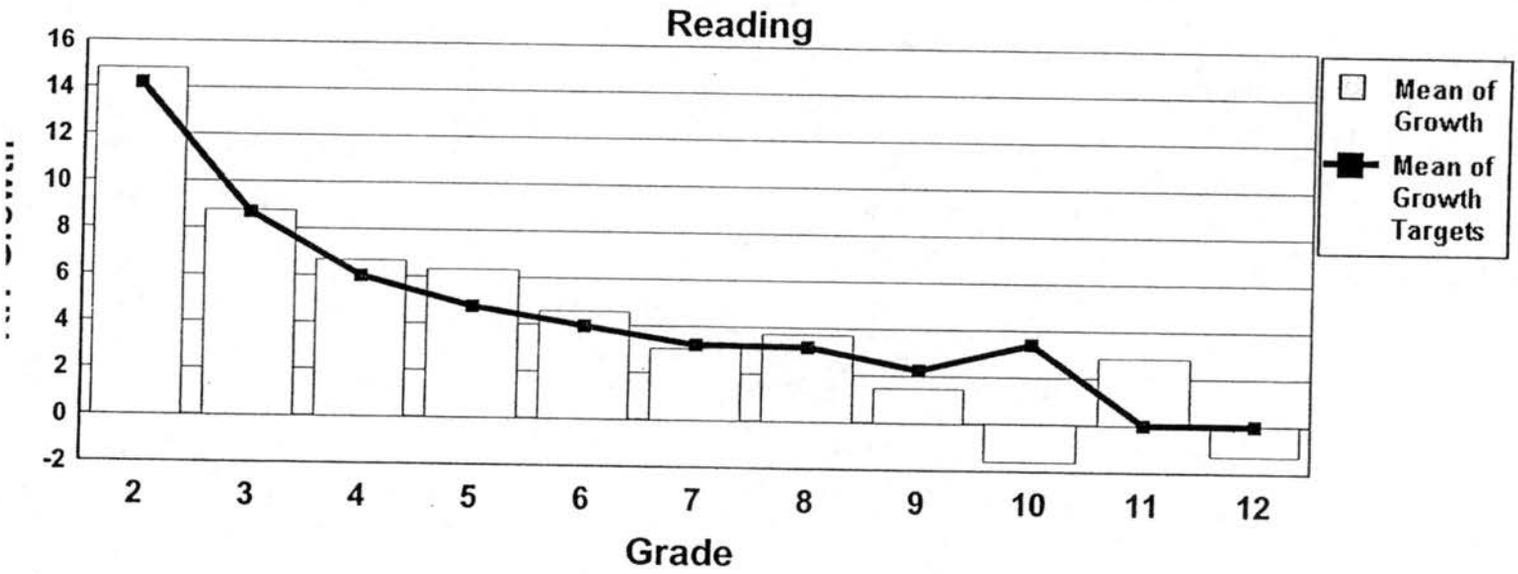


mmary data for groups with less than 10 students are
pressed because they are not statistically reliable.

** All Targets based on NWEA 2005 RIT Scale Norms

*(Small Group Summary Display is OFF)

Reading		Fall 2006		Spring 2007		Growth							
	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Std Error	Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
Grade 2	392	174.0	16.0	188.8	14.5	14.8	9.7	0.5	14.2	0.6	104.3	224	57.1
Grade 3	335	191.2	15.8	200.0	14.5	8.8	8.3	0.5	8.7	0.1	100.9	180	53.7
Grade 4	359	201.5	13.7	208.1	12.0	6.6	7.8	0.4	6.0	0.7	111.2	201	56.0
Grade 5	351	209.1	13.1	215.4	12.0	6.3	7.2	0.4	4.7	1.6	133.3	216	61.5
Grade 6	394	213.9	13.9	218.5	12.9	4.6	7.5	0.4	4.0	0.6	115.9	210	53.3
Grade 7	334	219.1	13.5	222.1	13.2	3.0	7.8	0.4	3.2	-0.2	94.8	182	54.5
Grade 8	395	221.3	14.7	225.0	13.8	3.7	8.1	0.4	3.2	0.5	116.7	221	55.9
Grade 9	364	226.7	11.9	228.2	12.4	1.5	7.4	0.4	2.3	-0.8	65.4	182	50.0
Grade 10	5	*	*	*	*	*	*	*	*	*	*	*	*
Grade 11	7	*	*	*	*	*	*	*	*	*	*	*	*
Grade 12	7	*	*	*	*	*	*	*	*	*	*	*	*



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ressed because they are not statistically reliable.

** All Targets based on NWEA 2005 RIT Scale Norms

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.105

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, District Care Team Committee (234).

Suggested Resolution: Move to approve the policy, District Care Team Committee (234), as presented.

LPN:mde
Attachment

Board Policies

District Care Team Committee

School Board Policy: 234

Section: 200 SCHOOL BOARD

Date Adopted: 1/27/2003

Date Revised:

Dates Reviewed:

Title revision: Safe and Healthy Learners Committee

I. PURPOSE

A. The purpose of the ~~District Care Team~~ Safe and Healthy Learners Committee is to ~~ensure that the district has established and maintains a current plan of action for identifying, preventing, and intervening in crisis situations and a plan for postvention for the Moorhead Area Public Schools' students and affected staff~~ review, discuss and mobilize prevention, intervention and postvention efforts designed to support at-risk students (Minnesota Statute 124D.68). The ~~District Care Team~~ Safe and Healthy Learners Committee will work with building-level ~~Care Teams~~ committees designed to support at-risk students and implement a safe and healthy learning environment for all students.

II. GENERAL STATEMENTS OF POLICY ~~FOR THE DISTRICT CARE TEAM~~

A. This ~~C~~committee will ~~review annually that Moorhead School District Policy 553 (Crisis Intervention and Student Support Policy) and the Care Team portion of the Crises Management Policy Manual. The manual procedures are to include an appropriate response to crises affecting an individual building or districtwide students and staff review~~ meet quarterly to review, discuss and mobilize prevention, intervention and postvention efforts designed to support at-risk students. The committee will integrate recommendations and strategies from the Minnesota Department of Education Safe and Healthy Learners Division.

B. Responsibilities of ~~District Care Team~~ the Safe and Healthy Learners Committee include, but are not limited to:

1. Dissemination and communication of information on building level activities;
2. Seeking and securing funds for development of ~~district crisis management training~~ programs for prevention, intervention, postvention, and ~~program development~~ staff development;
3. Coordination of training for building level ~~Care Teams~~ crisis intervention/student assistance teams;
4. ~~Reviewing implementation of the Crisis Management Procedures in times of crisis;~~
~~5~~. Promoting and networking with community agencies and area school districts regarding crises and policy;
~~6~~5. Helping to manage communication with staff, parents~~;~~ and community agencies, ~~and media~~ regarding safe and healthy learning practices;
~~7~~6. Recommending to ~~A~~administration policies and procedures related to crises and mental health issues; ~~and~~
~~8~~7. Annual ~~R~~review and update mental health portions of the School District Crisis Management Manual~~.~~; and
8. Chair of the Safe and Healthy Learners Committee will serve on the district crisis team.

C. The ~~District Care Team~~ Safe and Healthy Learners Committee will be made up of representatives of each building crisis intervention/~~management Care Team~~/student assistance teams, the school district nurse, school counselors, school social workers, district communications coordinator or designee, ~~members of neighboring school districts~~ designee of non-public schools in the district, the Assistant Superintendent of Teaching/Learning, and a Moorhead School Board representative.

D. Quarterly ~~M~~meetings and any other meetings needed will be held during the school year at times and dates determined by the committee.

~~III. GENERAL STATEMENTS OF POLICY FOR BUILDING LEVEL CARE TEAMS~~

~~A~~E. The building ~~principal~~ administrator is responsible for designating a ~~Building Student/Staff Crises Management T~~ crisis intervention/student assistance team in each building. ~~The team may include: Building Student/Staff Care Team, Medical Emergency Team, and Security Team.~~

~~B. The principal ensures that all personnel in their building are informed annually of this policy, designates members on building level teams, and reviews procedural guidelines found in the Building's Crisis Management Action Plan. The building's plan is also included in the District's Crisis Management Manual.~~

~~C~~F. Building level ~~Care Team~~ Safe and Healthy Learner Committee membership is comprised of:
~~a~~1. Administrator~~.~~;
~~b~~2. Counselor or social worker/psychologist/nurse (as available) who is a Crisis Response Team member~~.~~; and
~~c~~3. Two staff members ~~by site, both~~ one male and one female.

~~D~~G. Qualifications for building ~~Crisis Management Team and/or Care T~~ crisis intervention/student assistance team members include: knowledgeable about confidentiality; motivated and concerned about a school crisis; demonstrated interest and skills in working with persons having problems or crisis events; and demonstrated a special interest in further development of prevention, intervention and postvention ~~skills~~ programming.

~~E. Building level Crisis Management and/or Care Team responsibilities include but are not limited to:~~
~~a. Review of the District Crisis Management Policy and Manual.~~
~~b. Review of the Building Crisis Management Procedures and Action Plan.~~
~~c. Representation on the District Care Team Committee.~~

Legal Reference:
Minnesota Statute 124D.68 (Graduation Incentives Program)

Cross References:
Moorhead School Board Policy 553: Crisis Intervention and Student Support ~~Policy~~
Moorhead School Board Policy 710: School District Crisis Management ~~Plan~~

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.106

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, Family and Medical Leave (422).

Suggested Resolution: Move to approve the policy, Family and Medical Leave (422), as presented.

LPN:mde
Attachment

Board Policies

Family and Medical Leave

School Board Policy: 422

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 6/11/2001

Date Revised: 2/13/2006

Dates Reviewed: 2/28/2005
2/13/2006

I. PURPOSE

The purpose of this policy is to delineate the provisions of the federal Family and Medical Leave Act (FMLA) and ~~also with~~ the parenting leave provisions under state of Minnesota law for employees of the Moorhead Area Public Schools.

II. GENERAL STATEMENT OF POLICY

A. Twelve-week Leave

1. Regular full-time and part-time employees who have been employed by the school district for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

a. birth of the employee's child;

b. placement of an adopted or foster child with the employee;

c. to care for the employee's spouse, son, daughter, or parent with a serious health condition; and/or

d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee uses any leave.

3. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.

4. Eligible spouses employed by the school district are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition or because of the employee's own serious health condition.

5. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule leave based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

6. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case~~s~~, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

7. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present certification from a health care provider indicating that the employee is able to return to work.

8. Requests for leave shall be made to the employee's supervisor and forwarded to the Department of Human Resources for processing. Employees must give 30 days written notice of a leave of absence where practicable. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

9. During the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period), the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage.

10. This policy applies to all family and medical leaves of absence including leaves that are covered under paid employment benefit plans or policies for any part of the 12 weeks leave to which the employee may be entitled under this policy. In other words, if an employee is entitled to both FMLA leave and paid leave under another benefit plan or policy, the employee is required to use all applicable paid leave plans or policies before unpaid leave; and the FMLA leave; and the paid leave will run concurrently.

11. Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period) are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

12. An employee who does not return after leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.

13. The provisions of this policy are intended to comply with the Family and Medical Leave Act of 1993 (FMLA) and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the Act and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

14. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

B. Six-week Leave under the Minnesota Parenting Leave Law

An employee who does not qualify for leave under Paragraph A above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one-half of the full-time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

III. DISSEMINATION OF POLICY

A. This policy shall be conspicuously posted in each school district building in areas of accessible to employees.

B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal Reference:
~~Public Law 103-3 (Family and Medical Leave Act of 1993)~~
Minnesota Statute 181.940-181.941 (Parenting Leave)
29 U.S.C. 2601, et seq. (Family and Medical Leave Act ~~of 1993~~)
~~29 C.F.R. Part 825 (Family and Medical Leave Act of 1993)~~

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.107

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, Staff Development (446).

Suggested Resolution: Move to approve the policy, Staff Development (446), as presented.

LPN:mde
Attachment

Board Policies

Staff Development

School Board Policy: 446

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 11/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAM

A. The Moorhead ~~s~~School ~~b~~Board will establish a staff development district committee to develop a district staff development plan, assist site teams in developing a site plan consistent with the goals of the staff development plan, and evaluate staff development efforts at the site level.

B. The majority of the membership of the staff development district committee shall consist of teachers representing various grade levels, subject areas, and special education. The committee also will include non teaching staff, parents and administrators.

C. Site staff development committees will be established at each building.

D. The majority of the site staff development committee shall be teachers representing various grade levels, subject areas and special education.

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

A. The staff development district committee will develop a staff development plan which will be reviewed annually by the ~~s~~School ~~b~~Board.

B. The staff development plan must contain the following elements:

1. Staff development outcomes which are consistent with the education outcomes as may be determined periodically by the ~~s~~School ~~b~~Board;

2. The means to achieve the staff development outcomes;

3. The procedures for evaluating progress at each school site toward meeting educational outcomes;

4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:

a. Improve student achievement of state and local education standards in all areas of the curriculum by using best practices methods;

b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, and gifted children, within the regular classroom and other settings;

c. Provide an inclusive curriculum for a racially, ethnically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;

d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;

e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution; and

f. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.

5. Staff development activities must:

a. Focus on the school classroom and research-based strategies that improve student learning;

b. Provide opportunities for teachers to practice and improve their instructional skills over time;

c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;

d. Enhance teacher content knowledge and instructional skills;

e. Align with state and local academic standards;

f. Provide opportunities to build professional relationships, foster collaboration among building administrators and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring; and

g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system.

6. Staff development activities may include curriculum development and curriculum training programs, and activities that provide teachers and other members of site-based teams training to enhance team performance.

7. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

C. The staff development district committee will assist site staff development teams in developing a site plan consistent with the goals and outcomes of the staff development plan.

D. The staff development district committee will evaluate staff development efforts at the site level and will report annually to the ~~s~~School ~~b~~Board the extent to which staff at the site have met the outcomes of the staff development plan.

E. The staff development district committee shall assist the school district in preparing any reports required by the Minnesota~~N~~ Department of ~~Children, Families and Learning~~ Education relating to staff development including, but not limited to, the reports referenced in Section VII below.

IV. DUTIES OF THE SITE STAFF DEVELOPMENT TEAM

A. Each site staff development team shall develop a site plan, consistent with the goals of the staff development plan. The ~~s~~School ~~b~~Board will review the site plan for consistency with the staff development plan annually.

B. The site staff development team must demonstrate to the ~~s~~School ~~b~~Board the extent to which staff at the site have met the outcomes of the staff development plan. The actual reports to the ~~s~~School ~~b~~Board can be made by the staff development district committee to avoid duplication of effort.

C. If the ~~s~~School ~~b~~Board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V below.

V. STAFF DEVELOPMENT FUNDING

A. Unless the school district is in statutory operating debt or a majority of the school district board and a majority of its licensed teachers vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: in-service education for violence prevention programs to help students learn how to resolve conflicts within their families and communities in nonviolent, effective

ways; staff development plans; curriculum development and programs; other in-service education; teachers' workshops; teacher conferences; the cost of substitute teachers for staff development purposes; preservice and in-service education for special education professionals and paraprofessionals; and other related costs for staff development efforts.

1. The school district will allocate 50 percent of the reserved revenue to ~~each~~ the school site in the district on a per teacher basis and will retain such funds for each school site until used.

2. The school district will allocate 25 percent of the reserved revenue to make grants to school sites for best practices methods. These grants may be used by the school sites for: any purpose authorized by Minnesota Statute 120B.22, subd. 2, or 122A.60; the costs of curriculum development and programs; other in-service education; teachers' workshops; teacher conferences; substitute teachers for staff development purposes; and other staff development efforts determined by the site staff development team. Criteria used by the school district in awarding best practice staff development grants to sites include, but are not limited to, the following:

a. Grant application includes objectives which have a clear connection to the building/district staff development plan;

b. Grant application includes provisions for discussion, collaborating, informing, and coaching one another on an ongoing basis;

c. Grant application provides for ongoing assessment of professional practice and student performance; and

d. Grant application specifies best practices to be addressed.

3. The school district may retain 25 percent of the revenue to be used for district-wide staff development efforts.

B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs. This additional expenditure does not need to follow the allocation described in Part V A above.

C. Release time provided for teachers to supervise students on field trips and school activities or independent tasks not associated with enhancing teachers' knowledge and instructional skills, such as preparing report cards, calculating grades or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statute 122A.61.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

A. On an annual basis, the staff development district committee, with the assistance of the site staff development teams, shall prepare a projected budget setting forth proposals for allocating staff development funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.

B. Upon approval of the budget by the ~~s~~School ~~b~~Board, the advisory committee shall be responsible for monitoring the use of such funds in accordance with the staff development plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the staff development plan.

C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. REPORTING

A. Prior to ~~September~~ October 15 of each year, the school district shall prepare a report of the previous fiscal year's staff development results and expenditures and submit it to the commissioner of the department of ~~children, families and learning~~ education.

The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.

1. The report will include expenditures by the ~~s~~School ~~b~~Board for district-level activities and expenditures made by the

staff.

2. The report will provide a breakdown of expenditures for:

a. curriculum development and programs;

b. ~~in-service education~~ staff development training models, workshops, and conferences; and

c. the cost of releasing teachers or substitute teachers for staff development purposes.

Within each of the foregoing categories, the school district will indicate on the report whether the expenditures were incurred at the district level or the school site level, and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the Uniform Financial Accounting and Reporting Standards (UFARS).

B. The school district will utilize the reporting form and/or system designated by the ~~c~~Commissioner of the Minnesota Department of Education. The report wil be signed by the Superintendent and staff development chair.

Legal References:
Minnesota Statute 120A.41 (Length of School Year; Days of Instruction)
Minnesota Statute 120A.415 (Extended School Calendar)
Minnesota Statute 120B.22, Subd. 2 (Violence Prevention Education)
Minnesota Statute 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minnesota Statute 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class, Definitions - Additional Staff Development and Salary)
Minnesota Statute 122A.60 (Staff Development Program)
Minnesota Statute 122A.61 (Reserved Revenue for Staff Development)
Minnesota Statute 126C.10, Subd. 2 (Basic General Education Revenue)

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.108

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, School District Student Attendance (515).

Suggested Resolution: Move to approve the policy, School District Student Attendance (515), as presented.

LPN:mde
Attachment

Board Policies

School District Student Attendance

School Board Policy: 515 **Section:** 500 STUDENTS

Date Adopted: 8/26/2002 **Date Revised:**

Dates Reviewed:

I. PURPOSE

A. The Moorhead School Board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent(s)/ ~~or~~ guardian(s), teacher(s) and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities.

1. Student's Responsibility

It is the student's responsibility to attend all assigned classes every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class. Finally, it is the student's responsibility to request any missed assignments due to an excused absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent(s)/ ~~or~~ guardian(s) to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

Parents(s)/guardian(s) must contact the school on the day of the student's absence. The school will attempt to contact the parent(s)/guardian(s) in the case of absences after 10:30 a.m.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent(s)/ ~~or~~ guardian(s) and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to oversee student attendance. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent(s)/ ~~or~~ guardian(s) of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

b. In accordance with the regulations of the Minnesota Department of ~~Children, Families and Learning~~ Education and the Minnesota Compulsory Instruction Law, Minnesota Statute 120A.22, the students of the school district are REQUIRED to attend all assigned classes every day school is in session, unless the student has completed the studies ordinarily required in the tenth grade and has elected not to enroll or has a valid excuse for absence.

B. Attendance Procedures.

Attendance procedures shall be presented to the ~~s~~School ~~b~~Board for review and approval.

1. Excused Absences

a. To be considered an excused absence the student's parent(s)/guardian(s) may be asked to verify in writing the reason for the student's absence from school.

~~a~~b. The following reasons shall be sufficient to constitute excused absences:

(1) Illness.

(a) A doctor's statement may be required after 3 or more consecutive absences ~~or excessive periodic absences due to illness~~.

(b) A doctor's statement may be required after 12 or more cumulative absences over a school year.

(2) Serious illness in the student's immediate family.

(3) A death in the student's immediate family or of a close friend or relative.

(4) Medical, ~~or~~ dental or orthodontic treatment, or counseling appointment.

(5) Court appearances occasioned by family or personal action.

(6) Religious instruction not to exceed three hours in any week.

(7) Physical emergency conditions such as fire, flood, storm, etc.

(8) Official school field trip or other school-sponsored outing.

(9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.

(10) Family emergencies.

(11) Active duty in any military branch of the United States.

(1~~0~~2) Other reasons that could be acknowledged are personal requests for absence made 24 hours in advance (e.g. legal appointments, travel, family vacations, job interviews, state tournaments and school activities). We encourage parent (s)/guardian(s) to hold these requests for absence to a minimum.

(1~~1~~3) Parent(s)/guardian(s) must call the school each day that a student will not be attending or send a note to school accounting for each day missed when the student returns to school. If the parent/guardian does not notify the school within 2 days of the student's return to school, the absence will remain unexcused.

(1~~2~~4) The administration will determine the legitimacy of all absences. A student has the right and obligation to make-up any work missed with full credit.

b. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) ~~For excused absences, a student shall be allowed two (2) school days for each absent day to~~ School work missed because of an excused absence must be made up within two class days from the date of the student's return to school. This applies to school work assigned during the time period the student was absent from school. Any previously assigned work is due on the day of the student's return. The student will be required to make arrangements with the

teacher to make up any school work missed and receive a grade. A teacher may require additional assignments to compensate for any loss of class discussion and information.

(3) School work not turned in to a teacher within the two-day guidelines may result in the assignment received a lower grade or no credit. ~~I~~In the case of a prolonged (3 or more days) excused absence, the teacher and students should mutually agree upon a deadline. An administrator will mediate if mutual agreement is not reached.

(4) Student Activities: Students in school-sponsored activities should not assume that they have the right to an extended deadline for schoolwork.

(5) Advance Make-up: In the event that a student is aware they will be absent from school, either part of a day or all day, they are to make arrangements in advance by having their parent(s)/guardian(s) request the excuse by written note at least 24 hours in advance of the absence. The student then must present the Advance Make-up Slip to each teacher one (1) day prior to the date of absence.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student that was not approved by the parent(s)/guardian(s) and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.

(3) Work at home, including babysitting or running errands.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from cumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Missing the bus, car trouble, oversleeping, need for extra sleep, hair appointments, shopping, visiting friends, ~~job interview,~~ not returning to school following noon hour, leaving school ill without checking out with the ~~h~~Health ~~o~~Office, falsifying notes or explanations for absence, etc.

(7) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statute 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.

(3) On the third unexcused absence the student will be referred to a truancy intervention or counseling program. Once the referral has been made, attendance will be closely monitored, attendance contracts may be held and detention and ~~I~~in-~~S~~school ~~S~~suspension will be used to enforce school district policy.

C. Tardiness.

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Reporting Tardiness

a. Students tardy at the start of school must report to the school office for an admission slip.

b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

a. Illness;

b. Serious illness in the student's immediate family;

c. A death in the student's immediate family or of a close friend or relative;

d. Medical, ~~or~~ dental or orthodontic treatment or counseling appointment;

e. Court appearances occasioned by family or personal action;

f. Physical emergency conditions such as fire, flood, storm, etc;

g. Any tardiness for which an administrator or faculty member has excused the student in writing.

4. Unexcused Tardiness

a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

b. Students who accumulate truancy absences should, along with their parent(s)/guardian(s), be referred to the school counselor or social worker to try to eliminate those reasons for truancy.

5. Illness During School

a. All students who become ill during the school day, except in case of an emergency are to report to their regular classroom and then get a pass to the ~~h~~Health oOffice. Parent(s)/guardians(s) should be contracted and should make arrangements for the well being of the student. The school will not release a student to go home without a parent/guardian contact and arrangement made for release of the student into the care of the parent(s)/guardian(s) or approved others.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs.

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. Coaches and advisors will be advised of team members/students who have unexcused absences. When an unexcused absence is verified a student will not be permitted to participate in that day's extra-curricular activity(s) (e.g. practice, game, rehearsal, program, match, meet or performance) following notification of coach/advisor.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent(s)/ ~~or~~ guardian(s) clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

E. Homebound Instruction

a. A ~~S~~student who ~~are~~ is absent for 10 consecutive days ~~are~~ is eligible for homebound or hospital bound instruction. Authorization from a physician must be on file requesting the same. All requests for homebound instruction are to be directed to the ~~h~~Health ~~o~~Office and then to the ~~Special Education~~ Learner Support Office and can be initiated before the timelines are in effect.

III. DISSEMINATION OF POLICY

Copies of this policy shall be made available to all students and parents/guardians at the commencement of each school year. This policy shall also be available upon request in each ~~principal's~~ building administrator's office.

IV. REQUIRED REPORTING

A. Continuing Truant.

Minnesota Statute 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statute 120A.22 and is absent from instruction in a school, as defined in Minnesota Statute 120A.05, without valid excuse within a single school year for:

1. three days if the child is in elementary school; or

2. three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility.

When a student is initially classified as a continuing truant, Minnesota Statute 260A.03 provides that the designated school official shall notify the student's parent(s)/ ~~or~~ ~~legal~~ guardian(s), by first class mail or other reasonable means, of the following:

1. that the child is truant;

2. that the parent(s)/ ~~or~~ guardian(s) should notify the school if there is a valid excuse for the child's absences;

3. that the parent ~~or~~ /guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statute 120A.22 and parent(s)/ ~~or~~ guardian(s) who fail to meet this obligation may be subject to prosecution under Minnesota Statute 120A.34;

4. that this notification serves as the notification required by Minnesota Statute 120A.34;

5. that alternative educational programs and services may be available in the district;

6. that the parent ~~or~~ /guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. that if the child continues to be truant, the parent(s)/guardian(s) and child may be subject to juvenile court proceedings under Minnesota Statute Ch. 260;

8. that if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statute 260C.201; and

9. that it is recommended that the parent(s)/ ~~or~~ guardian(s) accompany the child to school and attend classes with the child for one day.

C. Habitual Truant.

1. A habitual truant is a child under the age of 16 years who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school, or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school.

2. A school district administrator or designe~~de~~ shall refer a habitual truant child and the child's parent(s)/ ~~or~~ ~~legal~~ guardian(s) to appropriate services and procedures, under Minnesota Statute Ch. 260A.

Legal References:
Minnesota Statute 120A.22 (Compulsory Instruction)
Minnesota Statute 120A.24 (Reporting)
Minnesota Statute 120A.26 (Enforcement and Prosecution)
Minnesota Statute 120A.28 (School Boards and Teachers, Duties)
Minnesota Statute 120A.30 (Attendance Officers)
Minnesota Statute 120A.34 (Violations; Penalties)

Minnesota Statute 121A.40 - 121A.56 (Pupil Fair Dismissal Act)
Minnesota Statute 260C.007, Subd. 19 (Habitual Truant Defined)
Minnesota Statute Chapter 260 (Juveniles)
Minnesota Statute 260A.02 (Definitions)
Minnesota Statute 260A.03 (Notice to Parent or Guardian When Child is Continuing Truant)
Minnesota Statute 260C.201 (Dispositions; Children Who are in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7 (1978)
Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Board of Education, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross Reference:
Moorhead School Board Policy 551: Student Discipline

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.109

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, Student Discipline (551).

Suggested Resolution: Move to approve the policy, Student Discipline (551), as presented.

LPN:mde
Attachment

Board Policies

Student Discipline

School Board Policy: 551

Section: 500 STUDENTS

Date Adopted: 6/13/1989

Date Revised: 6/26/2006

Dates Reviewed: 7/28/1992
6/28/1994
6/8/1998
6/11/2001
5/13/2002
6/9/2003
6/14/2004
6/13/2005
6/26/2006

I. PURPOSE

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

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

II. ~~General~~ENERAL S~~tatement~~TATEMENT ~~of~~OF P~~olicy~~OLICY

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

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

III. RIGHTS AND RESPONSIBILITIES OF STUDENTS

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

A. RIGHTS OF STUDENTS
Every student has the right...

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. To expect authority to protect these rights.

B. RESPONSIBILITIES OF STUDENTS
Every student has the responsibility...

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

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

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

School Board.

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

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

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

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

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

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

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

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

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

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

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

~~H~~IV. SCHOOL AND COMMUNITY RESPONSIBILITIES

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

A. SCHOOL BOARD RESPONSIBILITIES

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

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

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

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

B. PARENT(S)/GUARDIAN(S) RESPONSIBILITIES

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

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

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

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

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

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

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

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

C. CENTRAL ADMINISTRATION RESPONSIBILITIES

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

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

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

4. To keep on file and annually disseminate up-to-date copies of the MAPS Discipline Handbook.

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

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

D. BUILDING ADMINISTRATOR RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. TEACHER RESPONSIBILITIES

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

2. To treat all students with dignity.

3. To recognize individual differences among students.

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

5. To inform parent(s)/guardian(s) through standardized notification of student deficiency.

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

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

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

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

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

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

F. ALL OTHER SCHOOL PERSONS WITH RESPONSIBILITY FOR STUDENT CONDUCT

1. To maintain discipline according to all rules and regulations as outlined in the MAPS Discipline Handbook and all building handbooks.

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

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

~~I~~V. DISCIPLINARY ACTION OPTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Referral to In-school Support Services - means support services provided by the school or district, for example, structured study time, counseling, etc.

~~8~~9. Suspension

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

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

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

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

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

(1) the parent(s)/guardian(s) requests a meeting;

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

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

(4) the removal constitutes a change of placement.

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

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

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

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

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

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

Suspension procedures:

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

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

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

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

~~9~~10. Expulsion or Exclusion - 1) "Expulsion" means a School Board action to prohibit an enrolled student from further attendance for up to 12 months from the date the pupil is expelled. The authority to expel rests with the School Board.

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

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

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

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

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

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

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

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

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

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

~~12)~~k. At a reasonable time prior to the hearing, the student, parent(s)/ ~~or~~ guardian(s), or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

~~13)~~l. The student, parent(s)/ ~~or~~ guardian(s), or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

~~14)~~m. The student, parent(s)/ ~~or~~ guardian(s), or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

~~15)~~n. The student cannot be compelled to testify in the dismissal proceedings.

~~16)~~o. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the School Board and served upon the parties within two (2) days after the close of the hearing.

~~17)~~p. The School Board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The School Board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The

decision by the School Board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

~~18)~~q. A party to an expulsion or exclusion decision made by the School Board may appeal the decision to the Commissioner within twenty-one (21) calendar days of School Board action pursuant to Minn. Stat. 121A.49. The decision of the School Board shall be implemented during the appeal to the Commissioner.

~~19)~~r. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

~~20)~~s. The school district shall report each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report shall include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The dismissal report must include state student identification numbers of affected students.

~~21)~~t. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent(s)/ ~~or~~ guardian(s) by mail of the student's right to attend and to be reinstated in the school district.

~~22)~~u. The school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

1~~0~~1. Alternative Program - "Alternative Program" means educational opportunities made available within the school district but possibly at a site different from a student's originally assigned school.

1~~+~~2. Referral to Learner Support Services - A student who has not been determined to be eligible for special education but is suspected of having a disability and in need of special education, may be referred to the Special Education Child Study Team at his/her school. If the student is evaluated and found to have a disability and also found to be a student in need of specialized instruction as identified in an IEP, the team will consider if a behavioral intervention plan or other behavioral supports are appropriate.

1~~2~~3. Referral to Juvenile Authorities or Police - If a student's misbehavior violates the law, juvenile authorities or police will be contacted by the building administrator or designated representative. Every reasonable attempt shall be made to notify parents/guardians at the same time juvenile authorities or police are called. If the officer indicates that he/she is arresting the pupil, with or without a warrant, that officer shall have complete jurisdiction and responsibility in the matter and the building administrator or designee shall not interfere with the student's removal from the building.

14. Restorative Discipline Measures:

a) Restorative Discipline is a type of discipline that seeks to restore damages made by the offending student. A reasonable followup to a destructive action may be to try to restore, replace, repair, cleanup or apologize, as the situation may dictate.

b) Restorative Justice is a process whereby all the parties with a stake in a particular offense come together to resolve collectively how to deal with the aftermath of the offense and its implications for the future. A restorative process consists of a face-to-face encounter in the presence of a trained facilitator. The affected parties are brought together by a facilitator to discuss how they and others have been harmed by the incident and how that harm might be repaired. Participants include the victim, the offender, individuals who support each of them and others who have been affected by the incident. Participation in the process is voluntary on the part of the victim or offender. This process is used in conjunction with the Clay County Restorative Justice Program.

1~~3~~5. Corporal Punishment

~~1~~a. "Corporal punishment" means conduct involving:

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

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

1~~4~~6. Use Reasonable Force

~~(1)~~a. A teacher or building administrator, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

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

VI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, building administrator or other school district officials may provide additional notification as deemed appropriate.

VII. STUDENT DISCIPLINE RECORDS

A. It is the policy of the school district that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. A student's formal disciplinary record will be transferred to any private or public school where a student is enrolling, or seeking to enroll full time or part time. The transmittal must confirm with the Family Educational Rights and Privacy Act (FERPA). A student's expulsion, withdrawal or transfer from a school resulting from a weapons violation may only be disclosed to another school district relating to the admission of the student, unless the information is otherwise public.

B. The school district must report, through the Minnesota Department of Education electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. The report must include a statement of alternative educational services given the student and the reason for the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include the state student identification numbers of affected students.

VIII. DISABLED STUDENTS

Students who are currently identified as disabled under IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 Plan specified a necessary modification.

~~VIII~~IX. STANDARDS OF CONDUCT

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

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

A. Willful violation of any rule of conduct specified in the discipline policy adopted by the School Board;

B. Willful conduct materially and substantially disrupting the rights of others to an education; and,

C. Willful conduct which endangers school district employees, the pupil or other pupils, or the property of the school.

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

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the ~~above-described~~ corrective actions in Section IV including detention, removal from class, in school suspension, out of school suspension, and restorative measures as fitting in a particular disciplinary situation.

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

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

(Continued)

Board Policies

Student Discipline (Continued)

School Board Policy: 551

Section: 500 STUDENTS

Date Adopted: 6/13/1989

Date Revised: 6/26/2006

Dates Reviewed: 7/28/1992
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6/14/2004
6/13/2005
6/26/2006

(Continued)

A. VIOLATIONS AGAINST PERSONS AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the ~~above-described~~ corrective actions in Section IV including detention, removal from class, in school suspension, out of school suspension, and restorative measures as fitting in a particular disciplinary situation.

1. ASSAULT - IN POSSESSION OF WEAPON: A student who threatens bodily harm or death to another without material physical contact while in possession of a weapon.
- Parent(s)/Guardian(s) notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.

2. ASSAULT - THREAT: A threat of bodily harm or death against another person, without material physical contact.
- Parent(s)/Guardian(s) conference
- Suspension

3. BULLYING: "Bullying" means any written, ~~or~~ verbal or electronic expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to one or more students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance.
- Student conference
- Parent(s)/Guardian(s) notification

4. DIRECT ATTACK ON ANOTHER PERSON -
Students in grades K-5:
- Parent(s)/Guardian(s) conference
-1-5 day suspension
Students in grades 6-12:
- Parent(s)/Guardian(s) conference
- 5-day suspension
- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.
- Notification of police.

5. DIRECT ATTACK WITH A WEAPON
- Parent(s)/Guardian(s) notification
- Immediate out-of-school suspension

- Confiscation of weapon
- Immediate notification of police
- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.

6. DISRESPECTFUL LANGUAGE: Disrespectful language directed toward another person. - Student conference

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

~~A~~a. Willful conduct that significantly disrupts the right of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
~~B~~b. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school; and
~~C~~c. Willful violation of any rule of conduct specified in the Discipline Handbook adopted by the School Board.
- Removal from class
- Parent(s)/Guardian(s)/Teacher conference prior to return
- Detention

8. FIGHTING: Fighting shall be characterized by a violent aggressive behavior by two or more individuals with the intent of inflicting physical harm upon one another and differentiated from "poking, pushing, shoving, or scuffling."
- Parent(s)/Guardian(s) conference
- Suspension

9. HARASSMENT: Harassment is participating in or conspiring with others to engage in harassing acts that injure, degrade, or disgrace other individuals. Harassment, whether willful or otherwise, includes offensive behavior relating to gender, religion, culture, disability, race, sexual orientation, and/or age.
- Student conference
- Detention
- Notification of parent(s)/ ~~or~~ guardian(s)
- Notification of Title IX Officer in cases of repeated sexual harassment.

10. HAZING: This means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization.
- Parent(s)/Guardian(s) conference
- Suspension

11. INTERFERENCE/OBSTRUCTION: "Interference" or "obstruction" means any action taken to attempt to prevent a staff member from exercising his or her legally assigned duties.
- Parent(s)/Guardian(s) conference
- Suspension

12. POSSESSION OF A WEAPON: "Possession" refers to having a weapon on one's person or in an area subject to one's control on school property or at a school activity.
- Parent(s)/Guardian(s) notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.

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

~~(B)~~b. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above

which are broken or nonfunctional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

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

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

13. VERBAL ABUSE: Verbal assaults, or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people.
- Parent(s)/Guardian(s) conference
- Suspension

B. VIOLATIONS AGAINST PROPERTY AND MINIMUM CORRECTIVE ACTIONS

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

1. ARSON: This is the intentional destruction or damage to any school building or property by means of fire or explosive.
- Immediate notification of legal authorities
- Suspension
- Parent(s)/Guardian(s) conference

2. FALSE FIRE ALARMS
- Immediate notification of legal authorities
- Suspension
- Parent(s)/Guardian(s) conference

3. ROBBERY OR EXTORTION: This refers to the obtaining of property from another person where his or her consent was induced by a use of force.
- Notification of legal authorities
- Suspension
- Parent(s)/Guardian(s) conference

4. THEFT: PERSONAL PROPERTY: This means the unauthorized taking of and/or the unauthorized possession of the property of another person.
- Notification of legal authorities
- Suspension
- Restitution
- Parent(s)/Guardian(s) conference

5. THEFT OR UNAUTHORIZED POSSESSION OF SCHOOL PROPERTY: This refers to the unauthorized taking of and/or the unauthorized possession of school property.
- Notification of legal authorities
- Suspension
- Restitution
- Parent(s)/Guardian(s) conference

6. UNAUTHORIZED USE OF SCHOOL PROPERTY FOR NON-SCHOOL ACTIVITIES
- Notification of legal authorities
- Parent(s)/Guardian(s) conference

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

- Notification of legal authorities
- Suspension
- Restitution
- Parent(s)/Guardian(s) conference

C. OTHER VIOLATIONS AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, administration retains the right to use any and all of the corrective actions as described in Section IV as fitting in a particular disciplinary situation.

1. ALCOHOL: This refers to the possession, use, or being under the influence of any alcoholic product while on the school grounds or at school sponsored activities.
- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent(s)/Guardian(s) conference
- Suspension from attending school-related activities as detailed below.

In addition, any student in possession, use or being under the influence of any alcoholic product while at a school-sponsored activity:

- 1st violation - The student will not be allowed to attend any school-sponsored activity for six (6) weeks,

- 2nd violation - The student will not be allowed to attend any school-sponsored activity for eight (8) weeks.

- 3rd violation - The student will not be allowed to attend any school-sponsored activity for the remainder of the school year.

(Note: Weeks are counted as calendar weeks.)

2. DANGEROUS DRUGS/CONTROLLED SUBSTANCES: This refers to the possession, sale, distribution, or use of any controlled substances as defined in Minnesota Statute 152.02 while on the school grounds or at school sponsored events.
- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent(s)/Guardian(s) conference
- Suspension from attending school-related activities as detailed below.

In addition, any student in possession, use or being under the influence of any alcoholic product while at a school-sponsored activity:

- 1st violation - The student will not be allowed to attend any school-sponsored activity for six (6) weeks,

- 2nd violation - The student will not be allowed to attend any school-sponsored activity for eight (8) weeks.

- 3rd violation - The student will not be allowed to attend any school-sponsored activity for the remainder of the school year.

(Note: Weeks are counted as calendar weeks.)

3. DISORDERLY CONDUCT: "Disorderly Conduct" refers to engaging in offensive, obscene, or abusive language or in boisterous and noisy conduct tending to arouse alarm, anger, or resentment in others.
- Student conference
- Parent(s)/Guardian(s) conference

4. GAMBLING: "Gambling" is defined as the playing of a game of chance for stakes.
- Student conference
- Parent(s)/Guardian(s) conference

5. TOBACCO - POSSESSION: Possession of any tobacco product by a student while on the school grounds or at school-sponsored events.
- Referral to legal authorities
- Parent(s)/Guardian(s) conference

6. TOBACCO - USE: This is defined as the use of any type of tobacco product, chewing, holding a lighted tobacco product, or exhaling smoke from the mouth or nose on school property or at school-sponsored activities.
- Referral to legal authorities
- Parent(s)/Guardian(s) conference

D. VIOLATIONS AGAINST SCHOOL ADMINISTRATIVE PROCEDURE AND MINIMUM CORRECTIVE ACTIONS

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

1. CHRONIC AND UNEXCUSED ABSENTEEISM
- Parent(s)/Guardian(s)/Student Conference
- Detention
- Referral to Truancy Intervention Progam

2. CONTINUAL WILLFUL DISOBEDIENCE: "Continual Willful Disobedience" means repeated refusal to follow school rules and regulations after conference resulting from the first violation.
- Suspension
- Parent(s)/Guardian(s) conference

3. DANGEROUS AND NUISANCE ARTICLES: A "Dangerous or Nuisance Article" is any article that, in the opinion of the school staff, ~~is dangerous or distracting~~ may create danger, disturbance or may interfere with the normal conduct of the school. These devices may include but are not limited to: water guns, beepers, electronic games, and laser lights.
- Confiscation
- Student conference

4. DEFIANCE OF AUTHORITY: This is defined as willful refusal to follow the legal direction/order given by a staff member.
- Suspension
- Parent(s)/Guardian(s) conference

5. ELECTRONIC NETWORK ACCEPTABLE USE: This applies to the use and access to the school district computer system and safe use of the Internet, including electronic communications. The use of this resource is a privilege and not a right. The district may suspend or revoke a student's access to the electronic resources network if district policies for procedures have been violated.
-Parent(s)/Guardian(s) conference

~~5~~6. LEAVING THE SCHOOL GROUNDS: This applies to leaving the school grounds during school hours without the proper clearance.
- Student conference
- Detention

~~6~~7. MISBEHAVIOR ON SCHOOL BUS
Elementary (K-5)
1st offense -- Warning
2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 10 day suspension from riding the bus/meeting with parent(s)guardian(s).
Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

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

Middle School and Secondary (6-12)
1st offense -- Warning
2nd offense -- 5 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
3rd offense -- 10 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
4th offense -- 20 day suspension from riding the bus/meeting with parent(s)/guardian(s).
5th offense -- Suspended from riding the bus for the remainder of the school year.

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

8. PERSONAL ELECTRONIC DEVICES (PEDs): Personal electronic devices include all electronic communication and entertainment devices that can be used by an individual that includes phones, cameras, music players, calculators, electronic games, video players, computers, and personal digital assistants.
a) The district shall not be liable for the loss, damage or misuse of any electronic device brought to school.
b) PEDs may not be attached to the school network with a wired or wireless connection.
c) Any PED that has the capability to take photographs or record video or audio shall not be used in restrooms, locker rooms or any other area that privacy is assumed.
d) PEDs may be used in designated areas during school hours. The building administration will determine the designated common areas. Those areas will be indicated by signage and outlined in the school handbook.
e) PEDs may only be used in the classroom with teacher approval.
f) PEDs are also governed by other district policies (e.g. harassment, copyright, acceptable use).
- Student conference
- Confiscation

~~7~~9. RECORD AND IDENTIFICATION FORGERY: This category includes falsifying signatures or data as well as refusal to give proper identification when requested to do so by a staff member.
- Parent(s)/Guardian(s) conference
- Detention

~~8~~10. SEVERE MISBEHAVIOR OR CONTINUED DISORDERLY CONDUCT ON SCHOOL BUS
- Denial of transportation on school bus according to district policy

~~9~~11. STUDENT ATTIRE: This refers to student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership.
- Student conference

1~~0~~2. TRESPASSING: This refers to persons physically present on a school campus or at a school activity after being requested to leave by the building administrator or other person lawfully responsible for the control of said premises.
- Warning
- Referral to legal authorities
- Parent(s)/Guardian(s) conference

1~~1~~3. WILLFUL DISOBEDIENCE: "Willful Disobedience" is defined as any refusal to follow published school rules and regulations.
- Student conference

~~I~~X. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Options Program (Minn. Stat. 124D.03) or Enrollment in Nonresident District (Minn. Stat. 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of sixteen (16) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XI. DISTRIBUTION OF POLICY

The MAPS Discipline Handbook is distributed to all students at the beginning of each school year and to all new students and parent(s)/guardian(s) upon enrollment. This policy shall also be available upon request in each building administrator's office and the district Web site (www.moorhead.k12.mn.us).

XII. REVIEW OF THE POLICY

The building administrator or other person having general control and supervision of the school, and representatives of parents/guardians, students and staff in a school building shall confer at least annually to review the discipline policy and to assess whether the policy has been enforced. The Moorhead School Board must conduct an annual review of the districtwide discipline policy.

Legal References:
Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)
Minnesota Statute 120B.02 (Educational Expectations for Minnesota~~'s~~ Students)
Minnesota Statute 120B.232 (Character Development Education)
~~Minnesota Statute 121A.03 (Sexual, Religious and Racial Harassment and Violence)~~
~~Minnesota Statute 121A.05 (Referral to Police)~~
~~Minnesota Statute 121A.25-121A.29 (Chemical Abuse)~~
Minnesota Statue 121A.26 (School Preassessment Teams)
Minnesota Statute 121A.27 (School and Community Advisory Team)
Minnesota Statute 121A.29 (Reporting; Chemical Abuse)
Minnesota Statute Sections 121A.40 to 121A.56 (~~The~~ Pupil Fair Dismissal Act)
Minnesota Statute 121A.575 (Alternatives to Pupil Suspension)
Minnesota Statute 121A.582 (Reasonable Force)
Minnesota Statute 121A.60-121A.61 (Removal From Class)
~~Minnesota Statute 121A.44 (Expulsion for Possession of Firearm)~~
~~Minnesota Statute 121A.69 (Hazing Policy)~~
Minnesota Statute 123A.05 (Area Learning Center Organization)
Minnesota Statute 124D.03 (Enrollment Options Program)
Minnesota Statute 124D.08 (~~School Boards' Approval to Enroll in Nonresident District~~ Enrollment in Nonresident District)
~~Minnesota Statute 152.02 (Schedules of Controlled Substances; Administration of Chapter~~)
Minnesota Statute Chapter 125A (Students With Disabilities)
Minnesota Statute Chapter 260A (Truancy)
Minnesota Statute Chapter 260C (Juvenile Court Act)
~~Minnesota Statute 609.605 (Trespass)~~
~~Minnesota Statute 609.02, Subd. 6 (Definition of Dangerous Weapon)~~
~~20 U.S.C. Sec. 1232g et. seq. (Family Educational Rights and Privacy Act (FERPA))~~
20 U.S.C. 1401-1487 ~~et. seq.~~ (Individuals with Disabilities Education Improvement Act ~~(IDEA)~~ of 2004)
~~20 U.S.C. 7101-7144 (Safe and Drug Free Schools and Communities Act)~~
~~34 C.F.R. Secs. 99.1-99.67 (Family Educational Rights and Privacy)~~
~~41 U.S.C. 701-707 (Drug-Free Workplace Act)~~
~~No Child Left Behind Act, Section 4141~~
29 U.S.C. 794 et seq. (Rehabilitation Act of 1973, 504)

Cross References:
Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 515: School District Student Attendance
Moorhead School Board Policy 552: Corporal Punishment

Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 571: Hazing Prohibition
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 573: Tobacco-Free Environment
Moorhead School Board Policy 574: Search of Student Lockers, Desks, Personal Possessions, and Student's Person
Moorhead School Board Policy 575: Student Use and Parking of Motor Vehicles, Patrols, Inspections and Searches
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy
Moorhead School Board Policy 577: Student Dress and Appearance
Moorhead School Board Policy 578: Bullying Prohibition
Moorhead School Board Policy 721: Student Transportation Safety
Moorhead School Board Policy 730: School District Copyright Policy
Moorhead School Board Policy 731: Moorhead Public Schools Electronic Network Acceptable Use and Safety ~~Policy~~

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.110

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, Student Dress and Appearance (577).

Suggested Resolution: Move to approve the policy, Student Dress and Appearance (577), as presented.

LPN:mde
Attachment

Board Policies

Student Dress and Appearance

School Board Policy: 577

Section: 500 STUDENTS

Date Adopted: 8/11/2003

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to enhance the education of Moorhead Area Public School K-12 students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of Moorhead Area Public Schools to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent (s)/ ~~or~~ guardian(s).

B. Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the weather.
2. Clothing that does not create a health or safety hazard.
3. Clothing appropriate for the activity (i.e., physical education or the classroom).

C. Inappropriate clothing includes, but is not limited to, the following:

1. "Short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.
2. Clothing bearing a message that is lewd, vulgar, or obscene.
3. Apparel promoting products or activities that are illegal for use by minors.
4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in Moorhead School Board Policy 570: Prohibition of Harassment and Violence.

Any apparel or footwear that would damage school property.

Hats or head coverings are not allowed in the building except with the approval of the building ~~principal~~ administrator (i.e., student undergoing chemotherapy; medical situations, religious purposes, class outside the building).

E. It is not the intention of this policy to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane or do not advocate violence or harassment against others.

F. "Gang," as defined in this policy, means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the

student will be directed to make modifications or will be sent home for the day. Parent(s)/guardian(s) will be notified.

B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parent(s)/guardian(s).

C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References:
U. S. Const., Amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
Stephenson v. Davenport Community School District, 110 F.3d 1303 (8th Cir. 1997)
Harper v. Poway Unified School District, 445 F.3d 1166 (9th Cir. 2006)
Hicks v. Halifax County Board of Educ., No. 98-CV-981-BR (E.D.N.C. 1999)
McIntire v. Bethel School, I.S.D. No. 3, 804 F. Supp. 1415, 78 Educ. L.Rep. 828 (W.D. Okla. 1992)
Olesen v. Board of Educ. of Sch. Dist. No. 228, 676 F. Supp. 822, 44 Educ. L. Rep. 205 (N.D. Ill. 1987)

Cross References:
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 551: Student Discipline

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.111

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, Special Education Programs (602).

Suggested Resolution: Move to approve the policy, Special Education Programs (602), as presented.

LPN:mde
Attachment

Board Policies

Special Education Programs

School Board Policy: 602

Section: 600 EDUCATION PROGRAMS

Date Adopted: 8/26/2002

Date Revised: 6/9/2003

Dates Reviewed: 6/9/2003

I. PURPOSE

The purpose of this policy is to set forth the position of the Moorhead Area Public Schools on the need for special educational services on the part of some students in the Moorhead Area Public Schools.

II. GENERAL STATEMENT OF POLICY

The Moorhead Area Public Schools recognizes that some students need special education ~~needs exist on the part of some students~~ and recognizes the importance of providing a free appropriate public education and delivery system for students in need of special education.

III. RESPONSIBILITIES

A. The Moorhead Area Public Schools accepts its responsibility to identify, evaluate and provide special instruction and related services for ~~disabled~~ children with disabilities who are properly the responsibility of the Moorhead Area Public Schools and who meet the criteria to qualify for special instruction and related services as set forth in Minnesota and federal law.

B. The Moorhead Area Public Schools shall ensure that all qualified ~~disabled~~ children with disabilities are provided the ~~specialized instruction~~ special education and related services which are appropriate to their educational needs.

C. ~~It shall be the ultimate responsibility of the superintendent to see to the development of the administrative procedures and practices necessary to deliver the appropriate special education services.~~

~~D.~~ When such services require or result from interagency cooperation, the Moorhead Area Public Schools shall participate in such ~~processes~~ interagency activities in compliance with applicable state and federal laws.

Legal References:
Minnesota Statute 124D.03 (Enrollment Options Program)
Minnesota Statute ~~125A.01~~ and 125A.02 (Definition of a Child with a Disability)
~~Minnesota Statute 125A.01 and 125A.02 (Children with a Disability)~~
Minnesota Statute 125A.027, 125A.03, 125A.08, 125A.15, and 125A.29 (District Obligations)
29 U.S.C. 794 et seq. (504 of Rehabilitation Act of 1973)
20 U.S.C. 140~~1~~0 et seq. (IDEA, Individuals with Disabilities Education Improvement Act of 2004)

Cross References:
Moorhead School Board Policy 502: Student Disability Nondiscrimination
Moorhead School Board Policy 511: Enrollment of Nonresident Students
Moorhead School Board Policy 604: Extended School Year for ~~Certain~~ Students with Individualized Education P~~lan~~rograms

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.112

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, School District System Accountability (650).

Suggested Resolution: Move to approve the policy, School District System Accountability (650), as presented.

LPN:mde
Attachment

Board Policies

School District System Accountability

School Board Policy: 650

Section: 600 EDUCATION PROGRAMS

Date Adopted: 8/26/2002

Date Revised: 6/13/2005

Dates Reviewed: 11/10/2003
6/13/2005

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding implementation of the Minnesota Academic Standards and the No Child Left Behind Act.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota Academic Standards and No Child Left Behind Act will require a new level of accountability for the Moorhead Area Public Schools. Moorhead Area Public Schools has established a system to transition from the former graduation requirements of the Profile of Learning to the new graduation requirements of the Minnesota Academic Standards. The school district also will establish a system to review and improve instruction, curriculum and assessment which will include substantial input by students, parents or guardians and local community members. The school district is accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. "Course credit" is equivalent to a student successfully completing an academic year of study or a student mastering the applicable subject matter as determined by the school district.

B. "Graduation Standards" means the course credit requirements and Profile of Learning content standards or Minnesota Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.

C. "Profile of Learning" means content standards formerly required for a high school diploma prior to the 2003-2004 school year.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals.

1. The Moorhead ~~s~~School ~~b~~Board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and the No Child Left Behind Act. The broad goals shall be reviewed annually and approved by the ~~s~~School ~~b~~Board. The ~~s~~School ~~b~~Board shall adopt annual goals based on the recommendations of the Instruction and Curriculum Advisory Committee (ICAC).

2. The improvement goals should address recommendations identified through the advisory committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum

Incorporated in the process is the analysis of the school district's progress toward implementation of the Minnesota Academic Standards (Administrative Procedure 650.1).

1. By October of each year, the ICAC will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The ICAC, working in cooperation with other committees of the school district [Technology, Grade Level, Curriculum and Assessment ~~e~~Committees, etc.,] will provide active community participation in:

a. reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Graduation Standards;

b. identifying annual instruction and curriculum improvement goals for recommendation to the ~~s~~School ~~b~~Board;

c. making recommendations regarding the evaluation process that is used to measure school district progress toward its goals;

d. making recommendations regarding the development of the "Annual Report on Curriculum, Instruction and Student ~~Performance~~ Achievement."

3. The ICAC shall meet the following criteria:

a. The advisory committee shall ensure active community participation in all planning for instruction and curriculum affecting graduation standards.

b. The advisory committee shall make recommendations to the ~~s~~School ~~b~~Board on school district-wide standards, assessments and program evaluation.

c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

d. A local process shall be used for developing a plan for assessment of student progress toward the academic standards as well as program evaluation data for use by the advisory committee in the instruction and curriculum review process. This plan shall annually be approved by the ~~s~~School ~~b~~Board.

4. The advisory committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community. Included in its membership should be:

a. Assistant Superintendent for Teaching and Learning

b. Principal

c. School Board Member, ~~r~~Representative and ~~a~~Alternate

d. Two Student Representatives

e. Elementary Teacher, Secondary Teacher, Special Education Teacher, and Teacher representing Gifted and Talented

f. Two ~~p~~Parents from each ~~s~~School

g. Two rRepresentatives of ~~s~~Senior ~~e~~Citizens

h. Two ~~r~~Representatives of ~~h~~Higher ~~e~~Education

i. Representatives ~~from the minority~~ reflecting the diversity of the community

j. One ~~e~~Clergy ~~r~~Representative

5. The advisory committee shall meet monthly each year and follow timeline each year:

September: Organizational meeting of the committee to review the authorizing legislation and the roles and responsibilities of the committee as determined by the ~~s~~School ~~b~~Board.

September: Provide direction to and review "Annual Report on Curriculum, Instruction and Student ~~Performance~~ Achievement."

October: Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

November, December: Review evaluation results and prepare recommendations.

December: Present recommendations to the ~~s~~School ~~b~~Board for its input and approval.

C. Reporting.

~~1.~~ An "Annual Report on Curriculum, Instruction and Student ~~Performance~~ Achievement" shall be approved by the ~~s~~School ~~b~~Board by October 1 ~~and distributed to the public~~ of each year. The reports shall be published in the newspaper with the largest circulation in the district, by mail or by electronic means such as the school distict Web site. If electronic means are used, the school district must publish notice of the report in a periodical of general circulation in the district. The school district must make copies of the report available to the public on request. A copy shall be sent to the Commissioner of the Minnesota Department of Education by October 15th of each year. The public report shall include, but not be limited to, the following:

~~a~~1. Student ~~performance~~ achievement goals for meeting the ~~graduation~~ state academic standards;

~~b~~2. Result of local assessment data, including all data required by Minnesota Rule, Part 3501.0160;

~~c~~3. School district improvement plans including staff development goals;

~~d~~4. Progress on previous improvement plans;

~~e~~5. Amount and type of revenue attributed to each educational site as defined in Minnesota Statutes 123B.04;

~~f~~6. Names of advisory committee members, dates their terms expire, method of selection and application dates;

~~g~~7. Periodic reports on constituencies' satisfaction with schools;

~~h~~8. Biennial evaluations of the school district testing program according to the following:~~.~~

a. written objectives of the assessment program;

b. names of tests and grade levels tested;

c. use of test results; and

d. student achievement results compared to previous years.

Legal References:
Minnesota Statute 120B.02 (Educational Expectations for Minnesota's Students)
Minnesota Statute 120B.11 (School District Process)
Minnesota Statute 120B.35 (Student Achievement Levels)
Minnesota Statute 123B.04 (Site Decision Making Agreement)
Minnesota Rule Parts 3501.0010 - 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)
Minnesota Rule Parts 3501.0200 - 3501.0290 (Rules Relating to Graduation Standards - Written Composition)
Minnesota Rules Part 3501-0160 (District Reporting Requirements)
Minnesota Rules Parts 3501.0505- 5501.0635 (K-12 Standards)
20 U.S.C. 6301, et seq. (No Child Left Behind Act)

Cross References:
Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee
Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools

Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation ~~Requirements~~ Policy
Moorhead School Board Policy 652: Staff Development for Minnesota Academic Standards and the No Child Left Behind Act
Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards
~~Moorhead School Board Policy 654: Record Keeping/Reporting/Advising of Student Achievement~~
Moorhead School Board Policy 656: Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students
Moorhead School Board Policy 660: Moorhead Area Public School District State Mandated Testing Plan and Procedure

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.113

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students (656).

Suggested Resolution: Move to approve the policy, Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students (656), as presented.

LPN:mde
Attachment

Board Policies

Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students

School Board Policy: 656

Section: 600 EDUCATION PROGRAMS

Date Adopted: 8/26/2002

Date Revised: 5/9/2005

Dates Reviewed: 3/8/2004
5/9/2005

Title revision: Basic ~~Skills~~ Standards Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having an Individualized Education Program (IEP), Section 504 Accommodation, or Limited English Proficiency (LEP) needs to meet the graduation requirements of basic ~~skills~~ standards testing.

II. GENERAL STATEMENT OF POLICY

A. The Moorhead Area Public Schools will utilize the existing annual review of IEPs or Section 504 Accommodation Plans to review, on a case-by-case basis, the extent of student participation in basic ~~skills~~ standards testing.

B. Students with LEP needs must be identified and accommodations made.

III. DEFINITION OF TERMS

~~See Administrative Procedure 656.1 "Basic Skills Testing Accommodations and Modifications" for students with IEPs and 504 Plans and "Basic Skills Testing with Limited English Proficiency."~~ See the "Procedures Manual for the Minnesota Assessments 2006-07" document which can be found on the Minnesota Department of Education's Web site at: http://education.state.mn.us/mde/static/2011664.pdf.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR BASIC STANDARDS TESTING

~~See Administrative Procedure 656.1 "Basic Skills Testing Accommodations and Modifications" for students with IEPs and 504 Plans and "Basic Skills Testing with Limited English Proficiency."~~ See the "Guidelines for Accommodations in the Minnesota Assessment System" document which can be found on the Minnesota Department of Education's Web site at: http://education.state.mn.us/mde/static/000782.pdf.

V. RECORDS

~~For all students with special situations - After results have been obtained from any basic skills testing in grade nine and beyond, a report will be sent to the child study facilitator and counselors for their review and discussion at a team meeting to determine whether modification and remediation efforts are necessary. As students enter the Moorhead School District from other districts, the state records will be reviewed by the guidance staff and special education staff as appropriate to consider testing opportunities, remediation, and waivers for special situations.~~

All accommodations shall be determined through the child study process and/or the counseling department. A process will be arranged for collection of the the accommodation, modification, or exemption data in the fall of the school year. All test accommodations, modifications, or exemptions shall be reported to the Assistant Superintendent ~~for~~ of Teaching and Learning. The Assistant Superintendent ~~for~~ of Teaching and Learning shall be responsible for keeping a list of all such test accommodations, modifications and exemptions for school district audit purposes. This will be done annually by December 1. Testing results will be documented and reported.

Legal References:
Minnesota Statute 120B.11 (School District Process)
Minnesota Statute 120B.30 (Statewide Testing and Reporting System)
Minnesota Rule Parts 3501.0010 - 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)
Minnesota Rule Parts 3501.0200 - 3501.0290 (Rules Relating to Graduation Standards - Written Composition)
Minnesota Rule Parts 3501.0505 - 3501.0635 (K-12 Standards)

Cross References:
Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy
Moorhead School Board Policy 650: School District System Accountability
Moorhead School Board Policy 660: Moorhead Area Public School District State Mandated Testing Plan and Procedure

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.114

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 4, 2007

RE: Approval of Policy

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

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

LPN:mde
Attachment

Board Policies

Moorhead Area Public School District State Mandated Testing Plan and Procedure

School Board Policy: 660

Section: 600 EDUCATION PROGRAMS

Date Adopted: 8/26/2002

Date Revised: 5/9/2005

Dates Reviewed: 4/12/2004
5/9/2005

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DUTIES OF SCHOOL DISTRICT TEST ADMINISTRATOR

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

A. The graduation requirements;

B. The number of opportunities a student shall have to retake tests of basic ~~skills~~ standards during each year;

C. The opportunities for remediation for a student who has not passed tests of basic ~~skills~~ standards;

D. The process for requesting an additional testing opportunity and accommodations for a senior who has met all other graduation requirements but has not passed one or more basic ~~skills~~ standards tests;

E. The process for appealing the school district's response to requests in item C;

F. The method to report breaches in test security procedures to the school district and the Department; and

G. Procedures for meeting the needs of Limited English Proficient students, students who require an Individualized Education Program (IEP) or students who require Section 504 Accommodation.

IV. TEST SECURITY

A. Security Requirements. When administering tests for the basic ~~skills~~ standards, the school district shall observe the following test security measures in addition to any requirements imposed by the Minnesota Department of Education:

1. All test booklets, answer sheets, and test materials shall be placed in locked storage before and after the test administration;

2. The tests, testing materials, and answer sheets are nonpublic data under Minn. Stat. 13.34;

3. No copies of test booklets or answer sheets shall be made; and

4. The school district shall report any violations of test security to the Department. The Department shall receive reports of violations of test security from anyone with knowledge of such an incident.

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

1. The invalidation of test scores if a violation is found to justify serious questions about the integrity of the results of the test administration; or

2. Other reasonable sanctions that are necessary to preserve the security and confidentiality of future tests and test administrations.

See Administrative Procedure 660.1 for test security procedures.

V. SCHOOL DISTRICT REPORTING TO THE DEPARTMENT AND PUBLIC

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

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

C. The reports required above shall include:

1. The number of students enrolled at each grade level 9 through 12 according to the end of the year Minnesota Automated Reporting Student System (MARSS) report;

2. The number of students at each grade level 9 through 12 passing each basic standard at the state standards level;

3. The number of students at each grade level 9 through 12 passing each basic standard at an individualized level under an IEP or a Section 504 Accommodation Plan;

4. The number of students at each grade level 9 through 12 passing tests in each basic standard with tests that have been translated into a language other than English;

5. The number of students at each grade level 9 through 12 exempt from testing in each basic standard; and

6. For grade 12 of the previous year only, the number of students currently denied a high school diploma because of not passing the state standard for a basic standard when all other graduation requirements have been met.

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

VI. REQUIRED DOCUMENTATION FOR PROGRAM AUDIT

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

A. Required notifications to parents/guardians and students meet the requirements of Minnesota Rules, Part 3501.0120;

B. Required student records meet the requirements of Minnesota Rules, Part 3501.0130;

C. The school district's process for additional testing of students meets the requirements of Minnesota Rules, Part 3501.0050;

D. Test security procedures comply with Minnesota Rules, Part 3501.0150;

E. The school district's decisions regarding testing accommodations, modifications, and granting exemptions are in compliance with Minnesota Rules, Parts 3501.0090 and 3501.0100;

F. The school district's curriculum and instruction provides appropriate learning opportunities in the standards in compliance with Minnesota Rules, Part 3501.0110;

G. Remediation plans for students are on file consistent with Minnesota Rules, Part 3501.0110;

H. The basic ~~skills~~ standards test administration plan complies with Minnesota Rules, Part 3501.0140, subpart 2;

I. The documentation for students granted accommodations or exempted from testing complies with Minnesota Rules, Part 3501.0090;

J. The assessments and documentation of performance for students granted modifications of statewide standards comply with Minnesota Rules, Part 3501.0090, subpart 2, item C; and

K. The school district's process for testing considerations for LEP students complies with Minnesota Rules, Part 3501.0100.

VII. REQUIRED NOTIFICATION TO PARENTS AND STUDENTS

A. Written Notice. The school district shall establish and maintain a system to provide written notice to parent (s)/guardian(s) and students about graduation requirements.

B. Notice of Graduation Requirements. No later than thirty (30) working days after the date of the entrance into the 9th grade or transfer of a student into the school district during or after 9th grade, the school district shall provide to the parent(s)/guardian(s) and the student written notice of:

1. The graduation requirements; and

2. The grade in which the student shall have the first opportunity to take a test in basic ~~skills~~ standards.

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

1. Basic ~~skills~~ standards test results; and

2. Consistent with Minnesota Rules, Part 3501.0050, subpart 3, if the student is in the graduating year:

a. The process by which a parent(s)/guardian(s) or student can request additional testing and testing accommodations after April 1; and

b. The process by which a parent(s)/guardian(s) or student can appeal the school district's decision if additional testing or testing accommodation is denied.

D. Notice Pertaining to Adequate Yearly Progress. If the school district is proposed for identification for school improvement for corrective action, or for restructuring by the Minnesota Department of Education, the school district shall provide to parent(s)/guardian(s) of students in the school district sufficiently detailed summary data of its academic assessments or other academic indicators to review to determine whether the school is making adequate yearly progress to appeal the Department's proposal under Public Law 107-110, Section 1116(D)(2).

VIII. STUDENT RECORD KEEPING

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

1. The basic ~~skills~~ standards tests taken; and

2. The results of the most recent basic ~~skills~~ standards tests given.

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

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

2. "Pass-individual level" shall be noted on the record of a student who passes a basic ~~skills~~ standards test with a

modification established in the IEP or Section 504 Accommodation Plan in accordance with Minnesota Rules, Part 3501.0090.

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

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

Legal References:
Minnesota Statute 13.34 (Examination Data)
Minnesota Statute 120B.11 (School District Process)
Minnesota Statute 120B.36 Subd. 2 (Adequate Yearly Progress)
Minnesota Statute 123B.143, Subd. 1 (Superintendent)
Minnesota Statute 123B.30 (Statewide Testing and Reporting System)
Minnesota Rule Parts 3501.0010 - 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)
Minnesota Rule Parts 3501.0200 - 3501.0290 (Rules Relating to Graduation Standards - Written Composition)

Cross References:
Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy
Moorhead School Board Policy 650: School District System Accountability
Moorhead School Board Policy 656: Basic ~~Skills~~ Standards Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.115

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, Student Transportation Eligibility Guidelines (720).

Suggested Resolution: Move to approve the policy, Student Transportation Eligibility Guidelines (720), as presented.

LPN:mde
Attachment

Board Policies

Student Transportation Eligibility Guidelines

School Board Policy: 720

Section: 100 SCHOOL DISTRICT

Date Adopted: 10/31/1981

Date Revised: 10/10/2005

Dates Reviewed: 4/25/1989
1/14/1992
5/11/1998
1/27/2003
10/10/2005

I. PURPOSE

Moorhead Area Public Schools will provide regular school day transportation, to and from, to students who reside within the school district boundaries and meet the following criteria:

A. Kindergarten through grade 12 students, who reside one (1) mile or more from the building to which the school district assigns the student;

B. Students who must cross or use an area identified as being an extraordinary traffic hazard to and from school (refer to eligibility guidelines);

C. Kindergarten students who live .5 mile or more from the building to which they are assigned will receive noon transportation services...morning and afternoon service will follow the same guidelines as other elementary students. Students may be assigned to either morning or afternoon kindergarten as class sizes dictate.

II. ELIGIBILITY GUIDELINES

A. The following will be used as guidelines for reviewing and developing school bus transportation for the Moorhead Area Public Schools. (Refer to Administrative Policy 720.1.)

Recommended maximum walking distances to bus stops:

Grade Level Distance to Stop
K - 5 .15 mile (1-2 blocks)
6 - 8 .3 mile (4-5 blocks)
9 - 12 .5 mile (6-7 blocks)

These are recommended distances to bus stops and will not be possible in all areas of the school district.

B. ~~Hazardous crossings or walking areas in the Moorhead Area Public Schools are only those which lie within the normal walk zone (one (1) mile walking distance) for the specific schools:~~ Regular school day transportation services will be provided within the normal walk zone (one (1) mile walking distance) of a specific school if it is determined that a hazardous crossing or walking area exists. The following are determined to be hazardous crossing or walking areas:

~~a~~1. Robert Asp Elementary School:
*1st Avenue North - This is a high volume traffic area and is a primary vehicle access to Minnesota Hwy 10.

~~b~~2. Park Christian School:
*1st Avenue North - Same rationale as for transportation to Robert Asp Elementary.
*Hwy 75 - This is a state highway which does not have appropriate sidewalks or crossing signals.

~~c~~3. Ellen Hopkins Elementary School:
*8th Street South - This state highway does have walk/do not walk signals; however, this is a very busy and hazardous crossing for students in K-5 grades.

~~d~~4. S.G. Reinertsen Elementary School:
*8th Street South/Highway 75 South
~~*40th Avenue South - This roadway is a high traffic area and has no pedestrian crossing areas appropriate for K-5 students.~~

~~e~~5. St. Joseph School:
*8th Street South
*Main Avenue South

~~f~~6. Horizon Middle School:
*None

~~g~~7. Moorhead High School:
*Hwy 75 North of Hwy 10 - This highway has no sidewalks or pedestrian crossing areas.

8. Any areas as determined by the Superintendent as hazardous where new development is occurring.

C. Hazardous Areas Near Schools - Student or adult crossing guards will be identified by the Director of Transportation in consultation with the building ~~principal~~ administrator.

D. Service to Private Roads - Buses being used to serve Moorhead Area Public Schools' students will not be allowed to use private drives except for handicapped transportation vehicles whose students cannot walk to a regular bus stop and regular transportation vehicles with specific approval from the Director of Transportation.

E. Transportation to Alternate Addresses - Moorhead Area Public Schools will accept responsibility for one AM address and one PM address for a child. If a parent wishes to have a daycare site as the regular stop for their child, that stop must be the same every day. Any changes in bus stop will require a five (5) day written notice to the Transportation Office. The new address must be for a permanent change. Emergency address changes must be approved by the building administrator and will not be accepted by the Transportation Office or the bus driver.

F. Authorized Riders - Moorhead Area Public Schools' bus drivers will only accept passengers assigned to the route. Students who will be attending parties, non-school classes or meetings, etc. will not be accepted as passengers on school routes. Building administrators may provide temporary authorization to students for emergencies if space is available on the school bus.

Legal Reference:
Minnesota Statute 123B.88 (Independent School Districts; Transportation)

Cross Reference:
Moorhead School Board Policy 721: Student Transportation Safety
Moorhead School Board Policy 514: Students in Homeless Situations

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.116

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent LPN

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, Student Transportation Safety (721).

Suggested Resolution: Move to approve the policy, Student Transportation Safety (721), as presented.

LPN:mde
Attachment

Board Policies

Student Transportation Safety

School Board Policy: 721

Section: 100 SCHOOL DISTRICT

Date Adopted: 10/10/1994

Date Revised: 12/12/2005

Dates Reviewed: 5/14/2001
6/14/2004
12/12/2005

I. PURPOSE

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

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week.

School bus safety week will coincide with the National School Bus Safety Week.

B. Student Training.

1. The Moorhead Area Public School District shall provide students enrolled in grades kindergarten through 10 with age-appropriate school bus safety training of the following concepts:

a~~)~~. Transportation by school bus is a privilege not a right;
b~~)~~. District policies for student conduct and school bus safety;
c~~)~~. Appropriate conduct while on the bus;
d~~)~~. The danger zones surrounding a school bus;
e~~)~~. Procedures for safely boarding and leaving a school bus;
f~~)~~. Procedures for safe vehicle lane crossings; and
g~~)~~. School bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first week of school must receive the school bus safety training by the end of the third week of school. All students in grade 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training ~~in grades K through 5~~. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four weeks of their first day of attendance.

3. The Moorhead Area Public School District and nonpublic schools with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes and other s~~S~~tudents in grades 9 and 10 must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus.

5. The Moorhead Area Public School District and nonpublic schools with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

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

~~6~~7. The Moorhead Area Public School District may provide kindergarten students with school bus safety training

before the first day of school.

~~7~~8. The Moorhead Area Public School District may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.

~~8~~9. The Moorhead Area Public School District shall adopt and make available for public review a curriculum for transportation safety education.

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

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

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

The building administrator or designee is responsible for imposing consequences for misconduct on the school bus or at bus stops. In addition, all school bus/bus stop misconduct will be reported to the district's transportation safety director. Serious misconduct ~~will be reported to the Minnesota Department of Public Safety and~~ may be reported to local law enforcement.

~~A~~1. School Bus and Bus Stop Rules.

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

~~B~~2. Rules at the Bus Stop.

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

~~2~~b. Respect the property of others while waiting at your bus stop.

~~3~~c. Keep your arms, legs and belongings to yourself.

~~4~~d. Use appropriate language.

~~5~~e. Stay away from the street, road or highway when waiting for the bus.

~~6~~f. Wait until the bus stops before approaching the bus.

~~7~~g. After getting off the bus, move away from the bus.

~~8~~h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

~~9~~i. No fighting, harassment, intimidation or horseplay.

~~10~~j. No use of alcohol, tobacco, or drugs.

~~C~~3. Rules on the Bus.

~~1~~a. Immediately follow the directions of the driver.

~~2~~b. Sit in your seat facing forward.

~~3~~c. Talk quietly and use appropriate language.

~~4~~d. Keep all parts of your body and personal belongings inside the bus.

~~5~~e. Keep your arms, legs and belongings to yourself.

~~6~~f. No fighting, harassment, intimidation or horseplay.

~~7~~g. Do not throw any object.

~~8~~h. No eating, drinking or use of tobacco or drugs.

~~9~~i. Do not bring any weapon or dangerous objects on the school bus.

~~10~~j. Do not damage the school bus.

~~D~~4. Consequences.

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

1. Elementary (K-5).

1st offense -- Warning
2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
4th offense -- 10 day suspension from riding the bus/meeting with parent(s)/guardian(s).
Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

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

2. Middle School and Secondary (6-12).

1st offense -- Warning
2nd offense -- 5 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
3rd offense -- 10 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).
4th offense -- 20 day suspension from riding the bus/meeting with parent(s)/guardian(s).
5th offense -- Suspended from riding the bus for the remainder of the school year.

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

3. Other Discipline.

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

4. Records.

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

5. Vandalism/Bus Damage.

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

6. Notice.

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

7. Criminal Conduct.

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

IV. PARENT/ ~~AND~~ GUARDIAN INVOLVEMENT

A. Parent/Guardian Notification.

The Moorhead Area Public School District school bus and bus stop rules will be provided to each family. Parent (s)/guardian(s) are asked to review the rules with their children.

B. Parent/Guardian Responsibilities For Transportation Safety.

1. Become familiar with district rules and policies, regulations and principles of school bus safety and thoroughly review them with their children.

~~2. Assist students in understanding safety rules and encourage them to abide by them.~~

~~3. Recognize their responsibilities for the actions of their students.~~

~~4. Support safe riding practices and reasonable discipline efforts.~~

~~5. When appropriate, assist students in safely crossing local streets before boarding and after leaving the bus.~~

~~6. Support procedures for emergency evacuation, and procedures in emergencies as set up by the school district.~~

~~7. Respect the rights and privileges of others.~~

~~8. Communicate safety concerns to school administrators.~~

~~9. Monitor bus stops, if possible.~~

~~10. Support all efforts to improve school bus safety.~~

~~11. Provide for emergency shelter in the event inclement weather prevents transportation services.~~

~~B. Parent and Guardian Notification.~~

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

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children to the bus stop five minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

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

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

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

~~1. Operating the vehicle in a safe and efficient manner.~~

~~a) Safety. The primary concern of each driver is safety. Drivers will exercise extreme caution during the loading and unloading process as well as when driving.~~

~~b) Defensive Driving. All drivers are to drive defensively at all times. A definition of defensive driving is: driving in a manner to avoid accident involvement despite adverse conditions created by roads, weather, traffic, or errors of other drivers or pedestrians.~~

~~c) Driving Adjustments. Winter and wet weather driving may require adjusting speed and normal driving practices to compensate for road conditions.~~

~~d) Emergency Doors. Emergency doors must be free and operable. Under no circumstances may the doors be obstructed to prevent easy access.~~

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

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

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

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

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

~~D. Conducting thorough pre-trip and post-trip inspections of the vehicle and special equipment.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Completing required reports.

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

I. Completing required training programs successfully.

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

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

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

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

Additional driver duties and responsibilities may be found in the driver handbook. All bus driver dismissals will be

~~reported to the Minnesota Department of Public Safety pursuant to department of safety directions.~~

VI. SCHOOL BUS DRIVER TRAINING

A. Training

All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, includind issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant law, rules of the road and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

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

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules.

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

2. Only students assigned to the school bus by the district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. ~~Drivers are to enforce the provisions of the school bus and bus stop rules as appropriate. Students may be released from the bus at only two points, the designated bus stop or at school, except in case of an emergency or as otherwise authorized.~~

~~4.~~ The parent(s)/guardian(s) may designate by a signed, written request a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent(s)/ ~~or~~ guardian(s) as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet other eligibility requirements.

~~5. Students who misbehave severely may be returned to the school immediately and reported to the building administrator or other designated individual.~~

~~6. Safety evacuation drills for the student passengers shall be conducted at least twice a year.~~

~~7. There shall be no students in the bus while the fuel tank is being filled. On leaving the vehicle when students are in~~

~~the bus the driver shall stop the bus, remove the ignition key, set the brakes and otherwise render the bus immobile. The driver should not leave the vehicle unless required to do so for business relating to the safe transportation of students or an emergency.~~

~~8. Buses shall not be run backwards on the school grounds or any other point if it can be avoided. If it is necessary to run a bus backwards on school grounds, the driver shall have another responsible person act as a guard flag man in back of the bus to keep other persons out of the path and to issue warnings to the driver of approaching traffic.~~

~~9. When arriving or leaving the school grounds, the driver must not follow closer than 50 feet from the vehicle directly in front of the bus or closer than 500 feet when traveling on the highway.~~

~~10. No school bus shall pull any trailer when students are being transported on regular routes to or from school.~~

~~11. In case of an accident or breakdown of the bus, the driver shall contact the dispatcher using the two-way radio. If no radio contact is available, the driver shall not leave the bus but may send two responsible students to the nearest house to summon help. The driver may also request a passing motorist or other adult to summon help.~~

~~12. The district may adopt such additional operating rules as are deemed necessary to meet local conditions and needs, provided they do not conflict with State laws and regulations.~~

~~13. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.~~

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. Bus drivers must park and load school buses at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

B. Type III Vehicles.

1. ~~Any vehicle designed to carry more than 10 passengers must meet all legal requirements for a school bus and cannot be treated as a Type III vehicle. Any Type III vehicle used to transport students must carry all emergency safety equipment listed in Section V.D.2. If district-owned, the district name will be clearly marked on the side of the vehicle. All school-owned Type III vehicles will be properly licensed, insured, and inspected.~~ Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. A Type III vehicle cannot be older than 12 years old unless excepted by state and federal law.

5. If a Type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The Type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "Type III school bus" and "Type III Head Start bus" must not be outwardly equipped and identified as a Type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on Type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any Type III vehicle may not stop traffic and may not load or unload before making a complete stop and

disengaging gears by shifting into neutral or park. Any Type III vehicle used to transport students must not load or unload so that a pupil has to cross the road, except where not possible or impractical, then the driver or assistant must escort a pupil across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any Type III vehicle used to transport students must carry emergency equipment including:

a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

c. A Type III bus must contain at least three red reflectorized triangle road warning devices. Liquid burning "pot type" flares are not allowed.

d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

~~2~~11. Students will not be regularly transported in private vehicles that are not state inspected as Type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with seating capacity of 10 or fewer without meeting the requirements for a Type III vehicle. ~~However, private vehicles may be used for convenience or in an emergency.~~ The district has no system of inspection for private vehicles.

~~3~~12. All drivers of Type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a Type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

~~VII. SCHOOL BUS DRIVER TRAINING~~

~~A. Training and Evaluation.~~

~~1. All new bus drivers must complete district approved pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competence specified by the Minnesota Department of Public Safety. All school bus drivers shall receive in-service training annually.~~

~~2. The school district shall retain on file an annual individual school bus driver evaluation certification form for each school district driver as contained in the Model School Bus Driver Training Manual. Drivers with a Class D license will also be evaluated annually and all bus drivers will be assessed periodically for the following competencies:~~

~~a) Safely operate the type of school bus the driver will be driving;~~
~~b) Understand student behavior, including issues relating to students with disabilities;~~
~~c) Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;~~
~~d) Know and understand relevant laws, rules of the road and local school bus safety policies;~~
~~e) Handle emergency situations; and~~
~~f) Safely load and unload students.~~

~~3. The evaluation must include completion of an individual "school bus driver evaluation form" as contained in the Model School Bus Driver Training Manual.~~

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. ~~Fire~~

~~In the event of a fire, the first priority is to evacuate the bus. Drivers will make certain passengers are safe before attempting to put out the fire.~~

~~B. Injuries/Medical Emergencies~~

~~Drivers will be familiar with first aid and CPR procedures. Drivers should first contact the dispatcher to call 911 in the case of serious injuries. Drivers should administer proper first aid in accordance with their training and level of ability. In the event an injured passenger is taken to the hospital, record the students' name and the name of the hospital where the student is sent.~~

~~C. Evacuation.~~

~~Drivers should evacuate buses only when there is danger of fire, collision or other potential hazard. Drivers should inform passengers that there is an emergency, and in very calm and precise terms, tell them exactly what they are to do. When safely possible, drivers will keep all evacuees a minimum of 100 feet from the bus. They should be loaded back onto the bus only when the driver has determined it is safe to do so.~~

~~D. Getting Assistance.~~

~~Use the two-way radio communications system to get assistance. Drivers should report the location and number of the bus, the nature of the problem, and the status of the passengers. If the driver cannot use a radio to contact the dispatcher, ask a passerby or other motorist to do so from the nearest telephone. The driver should write out the number and location of the school bus, the nature of the emergency, and the status of the passengers.~~

If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of pupils with disabilities, assist pupils with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:

1. the pupil's name and address;

2. the nature of the pupil's disabilities;

3. emergency health care information; and

4. the names and telephone numbers of the pupil's physician, parent(s)/guardian(s), or custodians, and some person other than the pupil's parent(s)/guardian(s) or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles and vehicles contracted to the school district shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles and vehicles contracted to the school district shall be inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. ~~Daily pre-trip inspections shall be required and p~~Prompt reports ~~submitted~~ of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The Moorhead School Board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for pupil transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is ~~annually~~ periodically reviewed to ensure that it conforms to law. ~~The name, address, and telephone number of the school transportation safety director are on file with the Superintendent. Any questions regarding student transportation or this policy should be addressed to the school transportation safety director.~~ The school transportation safety director shall certify annually to the School Board that each school bus driver meets the school bus driver training competencies required by Minnesota Statute 171.321, Subd. 4. The transportation safety director also shall annually verify and ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a Type A, B, C, or D school bus or Type III vehicle with the National Driver's Register or the Department of Safety. The school transportation safety director also shall confirm annually to the Superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director. Refer to Administrative Procedures 720.1: Special Education Transportation, 721.1: School Bus Stops and 721.2: School Bus Trip K-12 Emergency Procedure.

Legal References:
Minnesota Statute 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)
Minnesota Statute 123B.88 (Independent School Districts; Transportation)
Minnesota Statute 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minnesota Statute 123B.90 (School Bus Safety Training)
Minnesota Statute 123B.91 (School District Bus Safety Responsibilities)
~~Minnesota Statute 123B.92 Transportation Aid Entitlement~~
Minnesota Statute 169.01, Subd. 6(5) (Definitions)
Minnesota Statute 169.454 (Type III Vehicle Standards)
Minnesota Statute 169.4582 (Reportable Offense on School Buses)
Minnesota Statute 171.02, Subd. 2a (Licenses; Types, Endorsements, Restrictions)
Minnesota Statute 171.321 (Qualifications of a School Bus Driver)
Minnesota Rules Parts 7470.1000-7470.1700 (School Bus Inspection)

Cross References:
Moorhead School Board Policy 413 Employment Background Checks
Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 421: Employee Drug and Alcohol Testing
Moorhead School Board Policy 551: Student Discipline
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 632: Field Trips

Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.117

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: June 4, 2007

RE: Approval of Policy

Attached please find the policy, Complimentary Athletic Season Passes/Single Event Passes (832).

Suggested Resolution: Move to approve the policy, Complimentary Athletic Season Passes/Single Event Passes (832), as presented.

LPN:mde
Attachment

Board Policies

Complimentary Athletic Season Passes/Single Event Passes

School Board Policy: 832
Section: 800 BUSINESS SERVICES
Date Adopted: 3/31/1995
Date Revised: 8/12/2002
Dates Reviewed: 08/12/02

I. PURPOSE

~~The purpose is to provide a description for complimentary athletic season passes/single event passes.~~ The Moorhead School Board believes it is in the best interest of the school district for staff and select individuals to attend athletic activities. Staff attendance at athletic activities builds relationships between staff, students, parents/guardians and others in the community. The purpose of the policy is to provide guidance on the distribution of complimentary passes.

II. GENERAL STATEMENT OF POLICY

In order to encourage staff attendance at athletic activites and to acknowledge the contributions of community members, ~~The~~ Moorhead Area Public Schools has established the following criteria for issuing complimentary athletic pass/single event passes.

III. SEASON PASSES

Moorhead Area Public School District staff and School Board members will be provided complimentary passes for regular season home athletic events. Unless otherwise noted, the valid staff photo identification card shall admit the bearer to all regular season home athletic events (non-tournaments). Yearly employment shall be verified through the Department of Human Resources at the beginning of the school year.

1. Staff photo identification cards would be required for admittance to any regular season contest. ID cards are nontransferable. Any district staff member with a current Moorhead photo ID would be admitted.

2. Complimentary passes do not provide admittance to ~~P~~post season contests ~~and~~ or non-athletic events ~~are not included in this recommendation~~.

3. ~~Spouses would be allowed to continue to purchase season passes at a reduced rate.~~ If a school employee wishes to include a spouse on the season pass at a reduced rate, the employee must contact the Activities Office.

4. Residents of the school district who are 65 years of age or older will be given a "Senior Citizen" pass upon request. Requests must be made in person at the Activities Office and identification will be required. The pass is limited to regular season home athletic events (non-tournaments).

5. The Activities Office ~~will~~ may provide complimentary season passes to ~~local schools and~~ media representatives covering Moorhead contests. ~~A limited number of individuals receiving passes will do so in return for supportive services provided to the Activities Office.~~

6. The Activities Office may provide a limited number of season passes for those individuals providing supportive services. A list of those receiving ~~single event~~ season passes will be maintained in the Activities Office.

IV. SINGLE EVENT PASSES

~~A limited number of complimentary single-event passes will be provided to individuals purchasing advertising space in the Moorhead High School fall and winter athletic program publications. A list of those receiving single event passes will be maintained in the Activities Office.~~ 1. The Activities Office may designate a game as "Youth Night" where students attending Moorhead Area Public Schools may be admitted to a game without admission. The Activities Office will coordinate the criteria for admittance.

2. The Activities Office may provide a limited number of single event passes for those individuals providing supportive services. A list of those receiving single event passes will be maintained in the Activities Office.