



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

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INDEPENDENT SCHOOL DISTRICT #152

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

January 14, 2008

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 A. Ladwig _____	Larry P. Nybladh _____

A G E N D A

1. CALL TO ORDER

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

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

***** We Are Proud** of the 2008 Teacher of the Year Building Representatives. Each school selects a teacher of the year for that school, and the Moorhead Teacher of the Year is selected from these candidates.

The 2008 Teacher of the Year Building Representatives are:

- o William Franklin, counselor at Horizon Middle School
- o Sally Hoogland, Early Intervention Services special education teacher (representing offsite campuses)
- o Sue Knorr, multiage first- and second-grade teacher at Robert Asp Elementary

- o Connie Nick, third-grade teacher at S.G. Reinertsen Elementary
- o Dee Pretty, reading/Reading Recovery teacher at Ellen Hopkins Elementary

*** **We Are Proud** of Moorhead High teacher Dale Johnson for being named the 2008 Moorhead Teacher of the Year. Johnson has worked with students who have developmental cognitive disabilities for the last 28 years. He has been teaching at Moorhead High School since 1980. Johnson is a building representative for Education Moorhead, and he volunteers his time with Dorothy Day House, Churches United for the Homeless, and the Arc of West Central Minnesota. Johnson is involved with Minnesota Special Olympics and regular education mentoring program. His students have a recycling project with MinnKota Recycling (with the money going to community programming).

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

2. **ORGANIZATION OF THE SCHOOL BOARD:** Erickson

- A. Election of Officers:

Chairperson -
Vice Chair -
Clerk -
Treasurer -

Suggested Resolution: Move to nominate the following slate of officers for the one-year term (2008) on the Moorhead School Board, and cast a unanimous ballot by acclamation:

Moved by _____ Seconded by _____
Comments _____

- B. Committee Assignments

Suggested Resolution: Move to approve the committee assignments as determined.

Moved by _____ Seconded by _____
Comments _____

3. **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) Approval of Clay County Public Health Agreement Renewal - Pages 9-13
- (2) Acceptance of Gifts - Pages 14-18
- (3) Acceptance of Carl D. Perkins Funding - Page 19
- (4) Approval of Advanced Placement Grant - Pages 20-26
- (5) Approval of Homeless Education Grant - Pages 27-33

B. BUSINESS SERVICE MATTERS - Kazmierczak

- (1) Approval of City of Moorhead Lease Agreements - Pages 34-55

C. HUMAN RESOURCE MATTERS - Nielsen

- (1) Approval of Change in Contracts - Page 56
- (2) Approval of Extended Leave - Page 57
- (3) Approval of Other Leaves - Page 58
- (4) Approval of Parental Leave - Page 59
- (5) Approval of Resignation - Page 60
- (6) Approval of New Employees - Page 61

D. SUPERINTENDENT MATTERS - Nybladh

- (1) Approval of December 10, 2007 Meeting Minutes - Pages 62-66
- (2) Approval of January Claims

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

Moved by _____ Seconded by _____

Comments _____

4. 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.)

2007 Minnesota Student Survey - Kovash

Page 67

5. AMERICAN INDIAN EDUCATION TRANSMITTAL OF RESOLUTION RENEWAL:

Kovash

Pages 68-75

Suggested Resolution: Move to approve the American Indian Education Transmittal of Resolution for submission to the Minnesota Department of Education by January 16, 2008.

Moved by _____ Seconded by _____

Comments _____

6. APPROVAL OF POLICY: Nybladh

Pages 76-79

Suggested Resolution: Move to approve the policy, Equal Access to Moorhead Area Public Schools Facilities (702), as presented.

Moved by _____ Seconded by _____

Comments _____

7. APPROVAL OF POLICY: Nybladh

Pages 80-82

Suggested Resolution: Move to approve the policy, Reimbursement for Travel, Professional Meetings and Conferences (824), as presented.

Moved by _____ Seconded by _____

Comments _____

8. APPROVAL OF POLICY: Nielsen

Pages 83-84

Suggested Resolution: Move to approve the policy, Equal Employment Opportunity Statement (401), as presented.

Moved by _____ Seconded by _____

Comments _____

SCHOOL BOARD AGENDA - January 14, 2008

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9. **APPROVAL OF POLICY**: Nielsen

Pages 85-87

Suggested Resolution: Move to approve the policy, Family and Medical Leave (422), as presented.

Moved by _____ Seconded by _____

Comments _____

10. **APPROVAL OF POLICY**: Nielsen

Pages 88-89

Suggested Resolution: Move to approve the policy, Health Examination (423), as presented.

Moved by _____ Seconded by _____

Comments _____

11. **APPROVAL OF POLICY**: Nielsen

Pages 90-92

Suggested Resolution: Move to approve the policy, Employee Assistance (426), as presented.

Moved by _____ Seconded by _____

Comments _____

12. **APPROVAL OF POLICY**: Nielsen

Pages 93-95

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

Moved by _____ Seconded by _____

Comments _____

13. **APPROVAL OF POLICY**: Nielsen

Pages 96-97

Suggested Resolution: Move to approve the policy, Master Agreements with Employee Groups (480), as presented.

SCHOOL BOARD AGENDA - January 14, 2008

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Moved by _____ Seconded by _____
Comments _____

14. **APPROVAL OF POLICY:** Nybladh
Pages 98-99

Suggested Resolution: Move to approve the policy, School Board Public Hearings (212), as presented.

Moved by _____ Seconded by _____
Comments _____

15. **APPROVAL OF POLICY:** Nybladh
Pages 100-101

Suggested Resolution: Move to approve the policy, Decision Making in Moorhead Area Public Schools (220), as presented.

Moved by _____ Seconded by _____
Comments _____

16. **APPROVAL OF POLICY:** Nybladh
Pages 102-103

Suggested Resolution: Move to approve the policy, Superintendent's Advisory Council (SAC) (312), as presented.

Moved by _____ Seconded by _____
Comments _____

17. **APPROVAL OF POLICY:** Nybladh
Pages 104-105

Suggested Resolution: Move to approve the policy, Patriotic Exercises (633), as presented.

Moved by _____ Seconded by _____
Comments _____

SCHOOL BOARD AGENDA - January 14, 2008

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18. **COMMITTEE REPORTS**

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

20. **CLOSE PUBLIC MEETING:** Tomhave

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

Moved by _____ Seconded by _____

Comments _____

21. **OPEN PUBLIC MEETING:** Tomhave

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

Moved by _____ Seconded by _____

Comments _____

22. **ADJOURNMENT**

CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Kindergarten Task Force	January 15	3:30-5 pm	PCE
Interagency Early Interv Com	January 16	12 pm	FSC
MSBA Leadership Conf	January 16-18		Minneapolis
Staff Prof Dev Day (No School)	January 21		
Policy Review Committee	January 21	7 pm	PCE
Staff Prof Dev (morning)/Tchr	January 22		
Work Day (afternoon) (No Schl)			
Activities Council	January 22	7 am	MHS Conf Rm
Kindergarten Task Force	January 22	3:30-5 pm	PCE
Technology Committee	January 22	3:45 pm	PCE
Intergovernmental Retreat	January 25	9:30 am-8 pm	Marriott
Kindergarten Task Force	January 29	3:30-5 pm	PCE
School Board	January 28	7 pm	PCE
Kindergarten Task Force	January 29	3:30-5 pm	PCE
Staff Prof Development	January 30		
(Before or After School)			
Asp Parent Social	February 4	6:30 pm	Media Center
Reinertsen PTAC	February 4	6:30 pm	Media Center
High School PTAC	February 4	7 pm	Conference Room
Hopkins PTAC	February 5	6:30-8 pm	Media Center
Staff Prof Development	February 6		
(Before or After School)			
Continuing Educ Com	February 6	6:45 am	Village Inn
Indian Educ Parent Com	February 6	5 pm	PCE
Joint Powers Com	February 7	7 am	Clay County
Human Rights Committee	February 7	3:45 pm	PCE
Horizon PTAC	February 7	7 pm	Media Center
School Board	February 11	7 pm	PCE
Kind P/T Confs (Day)	February 11-12		
K-12 P/T Confs	February 11-12	5-8:30 pm	
Com Ed Adv Council	February 12	7 pm	PCE
K-5 P/T Confs	February 13	8-11 am, 12-4 pm	
K-12 No School	February 13		
Teacher Comp Day (No Schl)	February 14		
Health/Safety/Wellness Com	February 14	9:30 am	PCE



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.075 C

TO: Dr. Larry P. Nybladh
FROM: Lynne Kovash *LK*
DATE: January 3, 2008
RE: Clay County Public Health Agreement Renewal

Attached is a renewal agreement with Clay County Public Health for early childhood screening services. Clay County Public Health early childhood screening costs will remain at \$37 per hour, per nurse.

The addendum to the agreement contains the Agency and Business Associate requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

SUGGESTED RESOLUTION: Move to approve the agreement and addendum with Clay County Public Health allowing Moorhead Schools to contract for early childhood screening services as a rate of \$37 per hour for Early Childhood screening days.

LAK/kmr
Attachment

PUBLIC HEALTH

Public Health Clinic Services	Suite 105	299-7777
Water Testing Lab	Suite 105	299-7777
Women, Infants and Children (WIC)	Suite 105	299-7777
Clay County Detox	Suite 203	299-5171
Adult and Family Health	Suite 303	299-5220
Environmental Health	Suite 303	299-5220



December 18, 2007

Early Childhood Family Education
Attn: Kim Bushaw
2410 14th St S
Moorhead, ND 56560

RE: Early Childhood Screening Service Agreement

Dear Kim:

Enclosed is your 2007-2008 ECS agreement with the changes you requested.
Please review, sign both copies and return to me at:

Clay County Public Health
Attn: Mary Frahm
715 N 11th St Suite 303
Moorhead, MN 56560

One fully executed document will be returned to you. If you have further questions, please direct them to Kathy McKay, Public Health Administrator, at 299-7186.

Sincerely,

Mary Frahm
CCPH Admin & Finance Director

AGREEMENT BETWEEN
CLAY COUNTY PUBLIC HEALTH
AND
MOORHEAD SCHOOL DISTRICT

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

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

I. PROVIDER RESPONSIBILITIES:

1. Perform the ECS required components of:
 - *Plotting height and weight
 - *Immunization review/referral
 - *Hearing screening

The components provided will be for screening purposes only and do not include diagnosis or treatment.

2. Follow up on health concerns, providing health education as necessary.
3. Provide supplies and equipment necessary to complete the above components.

II. SCHOOL RESPONSIBILITIES

1. Send mailings to families in the school district with children 3 1/2 to 5 years of age.
 - 1.1 Take Appointments, reminder phone calls
2. Provide appropriate space to complete the components of ECS.
3. Perform the ECS required components of:
 - *Height and weight
 - * Vision Screening
 - * Brigance Preschool Screen
 - * Mail out and score Ages and Stages (Social Emotional) Questionnaires
4. Provide the Summary interview with those families participating in the screening process, as well as Referral and Follow-up.

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

III. STAFF:

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

IV. RECORDS:

1. Screening results will be managed by the school district. Individual school health records will be maintained and kept on file in the School in accordance with school policy.
2. When re-screening by the Provider is required, the records will be kept with the School until re-screening is completed, then sent to the school district for ECS records.
3. Information exchanged will be done in compliance with the Data Privacy Act which includes notification of data collected, release of information, and safeguarding the record.
4. When the Provider does a complete Child and Teen Checkup, the paperwork will be sent to the school district for ECS records once release of information is signed by parent.

V. COST OF SERVICES:

The School agrees to pay the Provider, upon receipt of the bill, \$37.00 per hour, per nurse for ECS screening days. The Provider will bill the School monthly specifying the dates and numbers of hours service was provided. "Mop-Up" screenings will be billed at \$35.00 per child. The Provider will bill the School monthly specifying the dates and names of children screened and the amount being billed. The bill will be payable upon receipt.

VI. TERMS OF AGREEMENT:

This agreement shall be effective July 1, 2007 and shall be in effect until June 30, 2008.

This agreement may be canceled by the School or Provider at any time, with or without cause, upon thirty (30) days written notice to the other party and subject to approval by the Clay County Board of Commissioners.

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

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

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

VII. INDEMNIFICATION:

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

School Superintendent (date)

Chair, School Board (date)

Director of Nursing, Clay County Public Health (date)

Administrator, Clay County Public Health (date)



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.070 C

TO: Dr. Larry Nybladh

FROM: Lynne Kovash *LK*

DATE: January 7, 2008

RE: Donation

Moorhead Area Public Schools has received a donation of \$200 from Terri Manno. The funds will be used to benefit the Partners in Learning family literacy program.

SUGGESTED RESOLUTION: Move to accept the donation of \$200 from Terrie Manno and direct administration to send a thank you note.

Terrie L. Manno
1205 South 4th St.
Moorhead, MN 56560

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.071 C

TO: Dr. Larry Nybladh

FROM: Lynne Kovash *LK*

DATE: January 7, 2008

RE: Donation

Moorhead Area Public Schools has received a donation of a \$40 gift certificate to Barnes and Noble from Heidi Fitzgerald. The gift certificate is to be used to purchase books on health literacy topics from the North Dakota Association of Physician Assistants for S.G. Reinertsen Elementary.

SUGGESTED RESOLUTION: Move to accept the donation of a \$40 gift certificate to Barnes and Noble from Heidi Fitzgerald and direct administration to send a thank you card.

Heidi Fitzgerald
4284 14th St S
Moorhead, MN 56560

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.072 C

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: January 7, 2008
RE: Donation

Moorhead Area Public Schools has received a donation of 11 copies of Microsoft Office 2004 for MAC including the upgraded 2008 version once it is released later in 2008 from the Microsoft Corporation. The Microsoft Office software will be used by the Moorhead High School Mathematics department.

SUGGESTED RESOLUTION: Move to accept the donation of 11 copies of Microsoft Office for MAC from Microsoft Corporation and direct administration to send a thank you card.

Julie Herman
Microsoft Corporation-Fargo Campus
One Lone Tree Road
Fargo, ND 58104

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.077 C

TO: Dr. Larry P. Nybladh
FROM: Lynne Kovash *LK*
DATE: January 3, 2008
RE: Donation

Moorhead Area Public Schools has received a donation of \$ 1,300 from RDO. The funds will be used for the staff breakfast in August.

SUGGESTED RESOLUTION: Move to accept the donation of \$1,300 from RDO and direct administration to send a thank you card.

Scott Neil and Jeff Schauman
RDO
700 S 7th St
Fargo, ND 58103

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.078 C

TO: Dr. Larry P. Nybladh
FROM: Lynne Kovash *LK*
DATE: January 7, 2008
RE: Donation

Moorhead Area Public Schools has received a donation of \$ 500 from the Women's Fund, A fund of the FM Area Foundation. The funds will be used for the Girls Only class at Horizon Middle School.

SUGGESTED RESOLUTION: Move to accept the donation of \$500 from the Women's Fund and direct administration to send a thank you card.

Women's Fund, A fund of the FM Area Foundation
501 1st Ave N
Fargo, ND 58102

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.076 C

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: January 3, 2008
RE: Carl D. Perkins Funding

Moorhead Area Public Schools has been awarded funding by the Lakes Country Carl D. Perkins Consortium for Lauren Rood to attend the 2008 AYES Training Conference in Dearborn, MI, July 21-25, 2008. The total award will not exceed \$980 for lodging and registration. This professional development award contributes to the technical skill development in students at Moorhead High School.

SUGGESTED RESOLUTION: Move to accept the professional development travel award from Lakes Country Carl D. Perkins Consortium of \$980 for Lauren Rood to attend the 2008 AYES Training Conference in Dearborn, MI, July 21-26, 2008.

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.063 C

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: January 3, 2008
RE: Advanced Placement Grant Approval

Attached is the Official Grant Award Notification from the Minnesota Department of Education for the Advanced Placement Grant in the amount of \$240,750 over two years.

The grant will be used for training for middle, high school and area learning center teachers. The training will focus on both vertical teaming and the content areas of mathematics, English and science.

The award would also be used to fund two .5 FTE coaches in the areas of mathematics/science and English. The coaches would work among the three sites in the grant (middle school, high school and area learning center). This grant will also provide opportunities to further integrate STEM into the curriculum at all sites.

The main focus of the grant is to improve curriculum articulation in skills, knowledge and process to increase participation and raise student scores in the AP program.

SUGGESTED RESOLUTION: Move to accept the Advanced Placement Grant Award from the Minnesota Department of Education in the amount of \$240,750 over two years.

LAK/kmr
Attachment

DEC 17 2007

Dear Dr. Larry Nybladh:

Attached is the fully executed **Official Grant Award Notification (OGAN)** between **Moorhead Area Public Schools** and the Minnesota Department of Education (MDE) for the **Raised Academic Achievement - Advanced Placement Programs Grant Program**. The effective start date of this grant is **December 14, 2007** (this is either the start date listed on page one of the OGAN or the date of the final MDE signature, whichever is later). Grant funds are available for expenditure and legal obligation on or after that date.

The final accepted grant application with the signed *Agreement to Comply with Assurances and Provisions* is also attached to this email. Together with the OGAN these documents constitute your fully executed grant agreement.

Payment and reporting information is found on page 2 of the OGAN. First payment of **\$48,150.00** has been authorized. If you do not receive this payment in the next two weeks please contact me.

All grant funds must be expended or legally obligated and all activities and services completed by the end date stated on page 1 of the OGAN.

In order to streamline the grant-making process and conserve resources, no hard copy of the grant agreement documents will be sent via US mail. As the Authorized Representative you should immediately print all grant documents and distribute as necessary.

Please contact me or if you have any questions.

Sincerely,

Deb Rose
Grants Specialist
Program Accountability & Improvement for Library Services
Minnesota Department of Education
Direct: (651) 582-8853
Email: debra.rose@state.mn.us

OFFICIAL GRANT AWARD NOTIFICATION

GRANT Awardee INFORMATION ORGANIZATION/AGENCY IDENTIFIED OFFICIAL WITH AUTHORITY/TITLE FULL ADDRESS CITY/STATE /ZIP PHONE/ FAX EMAIL		Moorhead Area Public Schools District # 152 Dr. Larry Nybladh Title: Superintendent 2410 14 th Street S Moorhead MN 56560 218-284-3330 Fax: 218-284-3332 lnybladh@moorhead.k12.mn.us												
PROGRAM CONTACT REPRESENTATIVE/TITLE ORGANIZATION/AGENCY (if different) ADDRESS (if different) CITY/STATE /ZIP PHONE/ FAX EMAIL		Lynne Kovash Title: Assistant Superintendent 218-284-3315 Fax: 218-284-3333 lkovash@moorhead.k12.mn.us												
MDE GRANT PROGRAM TITLE		Raised Academic Achievement - Advanced Placement Programs												
ENCUMBRANCE INFORMATION GRANT NUMBER (if applicable): _____ FUNDING SOURCE/LEGISLATIVE AUTHORITY: MN Statutes, Section 120B.132, Article 2, Sec. 7 & 46 CFDA FUNDING SOURCE: UFARS NUMBER: 01S370 CFMS # <u>604853</u> VENDOR ID# <u>01915200000</u>		<table border="1"> <thead> <tr> <th>FY</th> <th>Cost Code (fund-org-appr)</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>08</td> <td>100 E37 2218 886</td> <td>\$120,375.00</td> </tr> <tr> <td>09</td> <td>100 E37 2218 886</td> <td>\$120,375.00</td> </tr> <tr> <td>08</td> <td></td> <td>\$</td> </tr> </tbody> </table> Encumbrance <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If No, go to next box) Encumbrance Signature: <u>Nancy Nelson</u> Encumbrance Date: <u>12/15/07</u> No Encumbrance, select <input type="checkbox"/> IDEAS or <input type="checkbox"/> PAYS	FY	Cost Code (fund-org-appr)	Amount	08	100 E37 2218 886	\$120,375.00	09	100 E37 2218 886	\$120,375.00	08		\$
FY	Cost Code (fund-org-appr)	Amount												
08	100 E37 2218 886	\$120,375.00												
09	100 E37 2218 886	\$120,375.00												
08		\$												
AWARD PERIOD/TYPE/AMOUNT START DATE: December 14, 2007 THROUGH END DATE: June 30, 2009 This is a 2 year grant only.														
ACTION TYPE: Original/Initial Award \$240,750.00 TOTAL Award														
MDE KEY STAFF CONTACT INFORMATION														
AUTHORIZED REPRESENTATIVE Karen Klinzing Phone: 651-582-8742 Fax: 651-582-8814 Email: karen.klinzing@state.mn.us		PROGRAM SPECIALIST (IF DIFFERENT FROM AR) Phone: 651- - Fax: 651- - Email: @state.mn.us												
GRANTS SPECIALIST Deb Rose Phone: 651-582-8853 Fax: 651-582-8469 Email: debra.rose@state.mn.us		OTHER ASSIGNED MDE STAFF Phone: 651- - Fax: 651- - Email: @state.mn.us												

With respect to the terms and conditions of the application materials associated with this award:

1. THIS ACTION IS TO:

Establish a program to raise grade 6 through grade 12 academic achievement through increased student participation in Pre-Advanced Placement (Pre-AP) and Advanced Placement (AP) programs.

2. ADDITIONAL REQUIREMENTS: Awardee/grantee will adhere to detailed Program and Operation Schedules provided in the supplemental forms provided to MDE.

PROGRAM REPORTING:

Program Reporting Forms (PRF) shall be submitted in the form and manner prescribed by MDE. Format, content, and exact due dates will be as follows:

- a. An **Interim Progress Report (IPR)**, including submission of data collected related to the grant project, will be due to MDE by **March 1, 2008, December 1, 2008, March 1, 2009**.
- b. **Financial Reporting Forms (FRF)** shall be submitted in the form and manner prescribed by MDE according to the following **Payment Schedule:**

Upon execution of this grant the Minnesota Department of Education shall pay to the grantee 20% of the total grant amount.

Subsequent payments of up to 90% of the total grant award shall be made upon receipt of program and financial reports and will be based upon approved expenditures reported. Reports of actual expenditures up to that point of the grant activities are due on or about:

- **March 1, 2008**
- **June 30, 2008**
- **September 15, 2008**
- **December 1, 2008**
- **March 1, 2009**
- **June 30, 2009**

Final payment is based upon approved expenditures reported and satisfying completion of entire project and submission of FPR.

- c. **Final Program Reporting (FPR)** is due 30 days after the ending date of the grant by **July 30, 2009** (outlining expenditures for the grant project through June 30, 2009). FPR consists of the final financial reporting, final payment requests and final program reports including any data requested and/or other reports. Both the final *FRF* and the *FPR* will be reviewed before approval for final payment is made and before the grant is closed out.

3. OTHER FISCAL REQUIREMENTS:

- a. **Financial (Back-Up/Supporting) Documentation:** is required on all awards of \$50,000 or more, per award. Awardee/grantee must provide MDE with supporting documentation per request. Financial reconciliation will occur on random basis following awardee/grantee submission of a Financial Reporting Form at least once per award period.
- b. **Retainage:** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this award has been reviewed by MDE's Authorized Representative/Agency's head. The balance due will be paid when MDE's Authorized Representative/Agency's head determines that the awardee/grantee has satisfactorily fulfilled all the terms of this award.
- c. **Revisions (Budget and/or Work Plan):** Awardee/grantee must receive prior written approval from MDE for any budgetary realignment of 15% of total category of expenditure, whichever is greater. Awardee/grantee must support the request with reason for change. Awardee/grantee may not move funds to an unbudgeted line item without written MDE approval.
- d. **On Site Monitoring Visit:** In the event an on-site monitoring visit is required by MDE, the awardee/grantee shall cooperate with MDE in the provision of the on-site monitoring visit(s) and shall comply with MDE's request for documentation, before, during and/or after.

4. CANCELLATION:

- a. This award may be cancelled by the state or awardee/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, awardee/grantee shall be entitled to payment, determined on a pro rata basis, for work or services performed to MDE'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 awardee's/grantee's program to continue operating, the award shall immediately be terminated upon written notice by the MDE to the awardee/grantee. In the event of such termination, awardee/grantee shall be entitled to payment determined on a pro rata basis, for services performed and liabilities already accrued prior to such termination.
- b. MDE may cancel this award immediately if MDE finds that there has been a failure to comply with the provisions of this award, that reasonable progress has not been made or that the purposes for which the funds were awarded have not been or will not be fulfilled. MDE 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.

\$240,750.00 **TOTAL Award**

5. AMENDMENTS: (extension, increase, or change in other terms):

- a. Any amendments to this award shall be in writing and shall be executed by the same parties who executed the original award, or their successors in office. An amendment consideration must be requested 45 days prior to the end date of the award period and is valid and effective upon written approval from the MDE authorized representative or delegate. No amendments will be considered on an expired award.

~~~~~

I, the Authorized Representative, acknowledge by signing below that I have reviewed all documentation and documents related to this award to ensure that adequate oversight and appropriate internal controls to properly administer grant funds have been measured and I also have obtained the Agreement to Comply With Assurances form and applicable Certification(s).

Karen Klinzing 12/5/07  
Authorized Representative Name & Signature Date

I, the Program Accountability and Improvement Division Director, by signing below verify that agency policies and procedures were followed in the awarding of this grant.

Michelle Weber 12/5/07  
Division Director Name & Signature Date

I, the Division Director, by signing below do hereby approve this award and attest to the Authorized Representative's review of said documents.

N/A  
Division Director Name & Signature Date

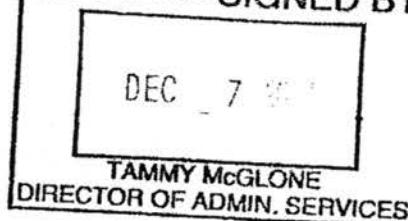
This award notification and release of funds are therefore approved, legal, binding and valid with the following official agency signature.

Tammy McGlone  
Signature of MDE's Official with Authority to Sign

Date:

Name:

Title:





Corrected

## APPLICATION COVER SHEET

Raised Academic Achievement; Advanced Placement Programs  
Grant Award Opportunity - Points Possible: 100, plus 10 Preference Points

### PROJECT INFORMATION

Anticipated Starting Date: October 26, 2007

Ending Date: June 30, 2009

Funding Source: MDE100 E37 2218 886

TOTAL AMOUNT REQUESTED: \$ 240,750

Number of Students enrolled at Site, October 1, 2006 2950 TOTAL AWARD Up to: \$250,750

### APPLICANT INFORMATION

District or Agency: Moorhead Area Public Schools

ISD#: 152

Agency Federal Tax ID:

Agency State Tax ID:

Vendor #

Authorized Administrator: Dr. Larry Nybladh

Title: Superintendent

Address: 2410 14<sup>th</sup> St. S

Moorhead, MN 56560

Telephone: 218-284-3330

Fax: 218-284-3332

Email: lkovash@moorhead.k12.mn.us

Program Contact Person & Title: Lynne Kovash - Assistant Supt.

Address: 2410 14<sup>th</sup> St. S

Moorhead, MN 56560

Telephone: 218-284-3315

Fax: 218-284-3333

Email: lkovash@moorhead.k12.mn.us

District or Agency Accountant: Mark Weston

Telephone: 218-284-3375

Email: mweston@moorhead.k12.mn.us

### AUTHORIZED APPROVAL TO SUBMIT

REQUIRED Signature, Superintendent

Date

and REQUIRED signature if needed Board Member

Date

Add additional signatures that may be required, i.e. board]

### WIDE STAFF INFORMATION

Authorized Representative:

Christy Hovanetz Lassila, Ph.D.

Assistant Commissioner

Telephone: 651-582-8856

E-mail: [christy.hovanetz-lassila@state.mn.us](mailto:christy.hovanetz-lassila@state.mn.us)

Program Specialist:

TBD

Telephone:

E-mail:

Grants Specialist:

Deb Rose

Program Accountability & Improvement

Telephone: 651-582-8853

E-mail: [debra.rose@state.mn.us](mailto:debra.rose@state.mn.us)



Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.073 C

TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
DATE: January 3, 2008  
RE: McKinney-Vento Homeless Education Grant

Attached is the McKinney-Vento Homeless Education Grant Award Notification from the Minnesota Department of Education. Moorhead Area Public Schools has received \$49,919 in funding as part of education for homeless children and youth in 2007-2008. Funding will be used to further a district-wide effort to develop a consistent and comprehensive educational programming for homeless children and youth across educational settings. The grant is for the period October 1, 2007 through June 30, 2008.

**SUGGESTED RESOLUTION:** Move to approve the Minnesota Department of Education McKinney-Vento Homeless Education Grant in the amount of \$49,919 for October 1, 2007 through June 30, 2008.

LAK/kmr  
Attachment

## OFFICIAL GRANT AWARD NOTIFICATION

| <b>GRANT Awardee INFORMATION</b>                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                               |          |                           |        |    |              |          |  |  |    |  |  |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|--------|----|--------------|----------|--|--|----|--|--|----|
| ORGANIZATION/AGENCY<br>KEY AGENCY AUTHORIZED REP./TITLE/POSITION<br><br>FULL ADDRESS<br>CITY/STATE /ZIP<br>PHONE/ FAX<br>EMAIL                                                                                                                                                   | <u>Moorhead School</u> District # <u>152</u><br>Lynne Kovash Title/Position: Asst.<br>Superintendent<br>810 4 <sup>th</sup> Avenue South<br>Moorhead, MN 56560<br>218-284-3310 Fax: 218-284-2233<br>lkovash@moorhead.k12.mn.us                                                                                                                                                                                |          |                           |        |    |              |          |  |  |    |  |  |    |
| OTHER KEY CONTACT INFORMATION NAME<br>TITLE/POSITION<br>ORGANIZATION/AGENCY (if different)<br>ADDRESS (if different)<br>CITY/STATE /ZIP<br>PHONE/ FAX<br>EMAIL                                                                                                                   | Deb Pender Tilleraas<br>Title/Position: Education Manager<br><br>1100 32 <sup>nd</sup> Avenue South<br>Moorhead, MN 56560<br>218-284-2230 Fax: 218-284-2233<br>dpender@moorhead.k12.mn.us                                                                                                                                                                                                                     |          |                           |        |    |              |          |  |  |    |  |  |    |
| <b>MDE GRANT PROGRAM TITLE</b>                                                                                                                                                                                                                                                   | McKinney-Vento Education for Homeless<br>Children & Youth                                                                                                                                                                                                                                                                                                                                                     |          |                           |        |    |              |          |  |  |    |  |  |    |
| <b>ENCUMBRANCE INFORMATION</b><br>GRANT NUMBER (if applicable): <u>2007-00229</u><br>FUNDING SOURCE/LEGISLATIVE AUTHORITY:<br>Homeless Education – Title X Part C<br><br>CFDA FUNDING SOURCE: <u>84.196A</u><br>UFARS NUMBER: <u>01F459</u><br><br>ACTION TYPE: <u>New Award</u> | CFMS #: _____<br>VENDOR ID NUMBER: <u>009152000-00</u><br><table border="1"><thead><tr><th>FY</th><th>Cost Code (fund-org-appr)</th><th>Amount</th></tr></thead><tbody><tr><td>08</td><td>300 2531 440</td><td>\$49,919</td></tr><tr><td></td><td></td><td>\$</td></tr><tr><td></td><td></td><td>\$</td></tr></tbody></table><br>Encumbrance Signature: <u>Geri Gauer</u><br>Encumbrance Date: <u>9/18/07</u> | FY       | Cost Code (fund-org-appr) | Amount | 08 | 300 2531 440 | \$49,919 |  |  | \$ |  |  | \$ |
| FY                                                                                                                                                                                                                                                                               | Cost Code (fund-org-appr)                                                                                                                                                                                                                                                                                                                                                                                     | Amount   |                           |        |    |              |          |  |  |    |  |  |    |
| 08                                                                                                                                                                                                                                                                               | 300 2531 440                                                                                                                                                                                                                                                                                                                                                                                                  | \$49,919 |                           |        |    |              |          |  |  |    |  |  |    |
|                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                               | \$       |                           |        |    |              |          |  |  |    |  |  |    |
|                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                               | \$       |                           |        |    |              |          |  |  |    |  |  |    |
| <b>AWARD AMOUNT</b>                                                                                                                                                                                                                                                              | \$49,919 Original<br>\$<br>\$49,919 <b>TOTAL Award</b>                                                                                                                                                                                                                                                                                                                                                        |          |                           |        |    |              |          |  |  |    |  |  |    |
| <b>AWARD PERIOD</b><br>This is a 1 year grant only.                                                                                                                                                                                                                              | START DATE: <u>October 1, 2007</u><br>THROUGH END DATE: <u>June 30, 2008</u>                                                                                                                                                                                                                                                                                                                                  |          |                           |        |    |              |          |  |  |    |  |  |    |
| <b>MDE KEY STAFF CONTACT INFORMATION</b>                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                               |          |                           |        |    |              |          |  |  |    |  |  |    |
| <b>AUTHORIZED REPRESENTATIVE</b><br>John McLaughlin<br>Phone: 651-582-8657 Fax: 651-582-8727<br>Email: john.mclaughlin@state.mn.us                                                                                                                                               | <b>PROGRAM SPECIALIST (IF DIFFERENT FROM AR)</b><br>Phone: - - Fax: - -<br>Email:                                                                                                                                                                                                                                                                                                                             |          |                           |        |    |              |          |  |  |    |  |  |    |
| <b>GRANTS SPECIALIST</b><br>Paul Klinge<br>Phone: 651-582-8697 Fax: 651-582-8494<br>Email: paul.klinge@state.mn.us                                                                                                                                                               | <b>OTHER ASSIGNED MDE STAFF</b><br>Phone: - - Fax: - -<br>Email:                                                                                                                                                                                                                                                                                                                                              |          |                           |        |    |              |          |  |  |    |  |  |    |

Organization/Agency/District: Moorhead School District #152  
\$49,919 TOTAL Award

With respect to the terms and conditions of the application materials associated with this award:

1. **THIS ACTION IS TO:** facilitate the program goals of enrollment, transportation, attendance and academic achievement of homeless students. These grant funds will be used to fund a portion (.25 FTE) of a school social worker, to fund a portion (.50 FTE) of a family outreach worker and to provide additional support services for homeless students within the district. The specific program goals will be addressed in the following manner:
  - a. the school social worker will facilitate student enrollment, attendance and achievement by linking homeless families with school and community resources.
  - b. the family outreach worker will help expand the academic support services to homeless students and families. The outreach worker will assist the district's Homeless Liaison and the school social worker in meeting the needs of homeless students and families.
  - c. transportation assistance will also be provided to homeless students and their families to facilitate attendance in school and at school meetings and extracurricular activities.
2. **ADDITIONAL REQUIREMENTS:** Awardee/grantee will adhere to detailed Program and Operation Schedules provided in the supplemental forms provided to MDE.

**PROGRAM REPORTING:**

Program Reporting Forms (PRF) shall be submitted in the form and manner prescribed by MDE. Format, content, and exact due dates will be as follows:

- a. Attendance at Semi-annual Coordinator's Meetings – the time, date, location and format of these meetings will be determined by the state Education of Homeless Children and Youth (EH CY) Program Specialist. Consistent attendance and participation at these meetings by the district Homeless Liaison will be required. Special arrangements may be determined as needed.
- b. Quarterly Progress Reports – the format and content of these reports will be determined by the Program Specialist. The deadline for submitting these reports will be January 31, April 30 and July 30 or the last business day before these dates during the grant award period. Extensions of time due to extenuating circumstances may be granted by the project manager but these extensions may delay the reimbursement of quarterly expenditures.



- c. Financial Reporting Forms (FRF) shall be submitted in the form and manner prescribed by the STATE acting through MDE according to the following schedule:

|                               |                      |
|-------------------------------|----------------------|
| October 1 – December 31, 2007 | Due January 31, 2008 |
| January 1 – March 31, 2008    | Due April 30, 2008   |
| April 1 – June 30, 2008       | Due July 30, 2008    |

**YEAR 1 START AND END DATES**

Year 1: October 1, 2007 – June 30, 2008

- d. Final Program Reporting (FPR) is due 30 days after the ending date of the grant (by July 30, 2008) outlining expenditures for the grant project through **June 30, 2008**. FPR consists of the final financial reporting, final payment requests and final program reports including any data requested and/or other reports. Final financial reporting forms will be reviewed along with the final program report before approval for final payment is made and before the grant is closed out.

**OTHER FISCAL REQUIREMENTS:**

**a. Program Dates and Award:**

Continuation grants up to a maximum of three years may be offered. Any continuation of this grant is contingent upon receipt of additional federal funding and is also contingent upon satisfactory performance by the grantee during the grant award period.

- b. **Retainage:** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this award has been reviewed by MDE's Authorized Representative/Agency's head. The balance due will be paid when MDE's Authorized Representative/Agency's head determines that the awardee/grantee has satisfactorily fulfilled all the terms of this award.

- c. **Revisions (Budget and/or Work Plan):** Awardee/grantee must receive prior written approval from MDE for any budgetary realignment of \$500 or 15% of total category of expenditure, whichever is greater. Awardee/grantee must support the request with reason for change. Awardee/grantee may not move funds to an unbudgeted line item without written MDE approval.

- d. **On Site Monitoring Visit:** In the event an on-site monitoring visit is required by MDE, the awardee/grantee shall cooperate with MDE in the provision of the on-site monitoring visit(s) and shall comply with MDE's request for documentation, before, during and/or after.

**3. CANCELLATION:**

- a. This award may be cancelled by the state or awardee/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, awardee/grantee shall be entitled to payment, determined on a pro rata basis, for work or services performed to MDE'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 awardee's/grantee's program to continue operating, the award shall immediately be terminated upon written notice by the MDE to the awardee/grantee. In the event of such termination, awardee/grantee shall be entitled to payment determined on a pro rata basis, for services performed and liabilities already accrued prior to such termination.

- b. MDE may cancel this award immediately if MDE finds that there has been a failure to comply with the provisions of this award, that reasonable progress has not been made or that the purposes for which the funds were awarded have not been or will not be fulfilled. MDE 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.

**4. AMENDMENTS: (extension, increase, or change in other terms):**

- a. Any amendments to this award shall be in writing and shall be executed by the same parties who executed the original award, or their successors in office. An amendment consideration must be requested 45 days prior to the end date of the award period and is valid and effective upon written approval from the MDE authorized representative or delegate. No amendments will be considered on an expired award.



Organization/Agency/District: Moorhead School District #152

\$49,919 **TOTAL Award**

I, the Authorized Representative, acknowledge by signing below that I have reviewed all documentation and documents related to this award to ensure that adequate oversight and appropriate internal controls to properly administer grant funds have been measured and I also have obtained the Agreement to Comply With Assurances form and applicable Certification(s).

John McLaughlin / John McLaughlin  
Authorized Representative Name & Signature

9/21/07  
Date

I, the Program Accountability and Improvement Division Director, by signing below verify that agency policies and procedures were followed in the awarding of this grant.

Michelle Weber / Michelle Weber  
Division Director Name & Signature

9/25/07  
Date

I, the Division Director, by signing below do hereby approve this award and attest to the Authorized Representative's review of said documents.

Jessie Montano / Jessie Montano  
Division Director Name & Signature

9/26/07  
Date

This award notification and release of funds is therefore approved, legal, binding and valid with the following official agency signature.

Tammy McGlone

Administrative Services Director Name & Signature

**SIGNED BY**

OCT 1 2007

Date

Or

/  
Deputy Commissioner Name & Signature

**TAMMY McGLONE  
DIRECTOR OF ADMIN. SERVICES**

Date

**STATE OF MINNESOTA - DEPARTMENT OF EDUCATION**  
McKinney-Vento Homeless Education

GRANTEE: **Moorhead ISD #152**  
PROJECT: **McKinney-Vento Homeless Education Grant**  
PROGRAM: **Homeless Education - Title X Part C**  
START DATE: **10/1/2007**  
END DATE: **6/30/2008**

GRANT ID: 2007-00229

Current Reimbursement Period Dates

Thru

**FINANCIAL  
REPORTING  
FORM**

Fill in only 'CURRENT' columns.  
Enter actual expenditures for the  
period. If you wish to spend  
down the Advance, enter the  
amount in the 'SPEND DOWN'  
box.

Date Form Issued:  
10/01/2007

Expenditures Through:  
10/1/2007

Claim No.: 1

**MAIL TO:**

**Grant/Financial Manager:**  
Paul Klinge

Department of Education  
NCLB  
1500 Hwy 36 W  
Roseville, MN 55113

Phone:  
(651) 582-8697  
Fax:  
(651) 582-8499  
Email:  
paul.klinge@state.mn.us

State of Minnesota  
Grant Manager  
Initials/Date

| BUDGET ITEMS                                  | Award              |                   |                    |                    |
|-----------------------------------------------|--------------------|-------------------|--------------------|--------------------|
|                                               | Budget             | Expenses          | Balance            | Current            |
| 100 Salaries                                  | \$10,157.00        | \$0.00            | \$10,157.00        |                    |
| 200 Fringe                                    | \$4,953.00         | \$0.00            | \$4,953.00         |                    |
| 300 Purchased Services/Consulting             | \$23,508.00        | \$0.00            | \$23,508.00        |                    |
| 360 Transportation Costs - Students           | \$200.00           | \$0.00            | \$200.00           |                    |
| 300 Grant Travel - Instate                    | \$3,949.00         | \$0.00            | \$3,949.00         |                    |
| 368 Out of State Travel                       | \$1,000.00         | \$0.00            | \$1,000.00         |                    |
| 394 Supplemental Services/Field Trips         | \$0.00             | \$0.00            | \$0.00             |                    |
| 400 Supplies and Materials - NonInstructional | \$4,942.00         | \$0.00            | \$4,942.00         |                    |
| 400 Supplies and Materials - Instructional    | \$500.00           | \$0.00            | \$500.00           |                    |
| 530 Other Equipment Purchased                 | \$0.00             | \$0.00            | \$0.00             |                    |
| 800 Other Expend                              | \$710.00           | \$0.00            | \$710.00           |                    |
| <b>Totals</b>                                 | <b>\$49,919.00</b> | <b>\$0.00</b>     | <b>\$49,919.00</b> |                    |
| <b>Advance</b>                                | <b>Total</b>       | <b>Spent Down</b> | <b>Balance</b>     | <b>Spend Down</b>  |
|                                               | <b>\$0.00</b>      | <b>\$0.00</b>     | <b>\$0.00</b>      |                    |
|                                               |                    |                   |                    | <b>Payment Due</b> |
|                                               |                    |                   |                    |                    |

33

Please read carefully:  
I CERTIFY THAT THE INFORMATION FURNISHED  
HEREIN IS ACCURATE TO THE BEST OF MY  
KNOWLEDGE.

COMPLETED BY

PHONE AUTHORIZED SIGNATURE

DATE





Department of Business Services  
**Moorhead Area Public Schools**

Memo B.08.015

TO: Dr. Larry P. Nybladh, Superintendent

FROM: Wayne Kazmierczak, Assistant Superintendent of Business Services *W. Kazmierczak*

DATE: January 3, 2008

RE: Lease Agreements

Attached please find two lease agreements relating to the 80 acres of farm land the district owns east of the Crystal Creek Addition in north Moorhead. The school district has been leasing the land to the City of Moorhead, who in turn subleases to the Sunny Brook Partnership. The term of the lease is for three years and is a renewal of an existing one-year lease.

Suggested Resolution: Move to approve the lease agreements relating to the agricultural land described as E ½ of NE ¼ of Section 21 Township 140 North, Range 48 West, Clay County, Minnesota, for the period January 1, 2008 to December 31, 2010, as presented.

WAK:mde  
Attachments

## LEASE AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_ day of January, 2008, by and between Independent School District #152, whose post office address is 2410 14<sup>th</sup> St S, Moorhead, Minnesota 56560 (hereinafter "Lessor"), owner of the real estate described herein, and the City of Moorhead, Minnesota, whose post office address is P.O. Box 779, Moorhead, Minnesota 56561-0779 (hereinafter "Lessee").

**WITNESSETH**, that Lessee hereby agrees to and with the Lessor, for the consideration hereinafter named, to beneficially reuse and land apply biosolids from Lessee's Wastewater Treatment Facility during the season of farming in the years 2008-2010 the following-described premises situated in the County of Clay and State of Minnesota, to-wit:

See attached Exhibit A

**TERM.** The term of this Lease Agreement shall be for a period of three (3) years, commencing on the 1st day of January, 2008, and ending on the 31st day of December, 2010, unless terminated sooner by reason of Lessee breaching any of the terms and conditions herein contained or under the provisions of the paragraph entitled SUBJECT TO SALE OR USE BY LESSOR.

**RENT.** As and for the rental of the heretofore-described real property, Lessee shall pay to the Lessor for the rental of said demise premises, without deduction or set off, an annual rental fee in the amount of One Hundred and No/100 Dollars (\$100.00) per acre, or Seven Thousand Seven Hundred and No/100 Dollars (\$7,700.00) for 2008; One Hundred Five and No/100 Dollars (\$105.00) per acre, or Eight Thousand Eighty Five and No/100 Dollars (\$8,085.00) for 2009; and

One Hundred Ten and No/100 Dollars (\$110.00) per acre, or Eight Thousand Four Hundred Seventy and No/100 Dollars (\$8,470.00) for 2010, based upon 77.0 cropland acres, payable on May 1<sup>st</sup> of each year of this Lease Agreement.

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

**LAND APPLICATION OF WASTEWATER TREATMENT FACILITY BIOSOLIDS.**

Lessee will beneficially reuse biosolids from Lessee's Wastewater Treatment Facility by applying said biosolids to the property in accordance with National Pollutant Discharge Elimination System Permit Number MN049069 issued to Lessee by the Minnesota Pollution Control Agency, Minnesota Rules, Chapter 7041, and all other environmental statutes, ordinances, rules, regulations, and orders issued by any federal, state, or local environmental agency concerning said activity. Lessee assumes all responsibility for its action related to said activity. Lessee reserves the right to sublet the property, subject to certain restrictions to accommodate said activity, for the purpose of farming and agricultural production.

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

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

**HAZARDOUS MATERIALS.** Lessee agrees to comply with the following policies designed

To limit the environmental impact of its activities to the demised premises:

1. To comply with all environmental statutes, ordinances, rules, regulations, and orders issued by any state, federal, or local environmental agency concerning air, water, noise, solid waste, hazardous substances, and hazardous wastes.
2. Not to use waste oil as a means of suppressing dust on roads or anywhere else on the premises.
3. To harbor no underground storage tanks of any kind.
4. To assume liability for and indemnify and hold Lessor harmless for any claim or violation which results from Lessee's use of the premises.

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

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

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

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

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

1. Reimbursement of rent for the year in which the sale occurs.
2. Reimbursement of crop insurance premiums on any crops already planted, limited to actual real property acreage subject to the sale during the year in which the sale occurs.

3. The reasonable costs of fertilizers, insecticides, herbicides, and seeds utilized by Lessee, or its Sub-lessee, in farming the premises, limited to actual real property acreage subject to the sale during the year in which the sale occurs.
4. The reasonable costs of cultivating the premises and sowing crops expended by Lessee, or its Sub-lessee, in farming the premises, limited to the actual real property acreage Subject to the sale during the year in which the sale occurs.

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

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



be payable to the Lessor. Lessor shall by Lessee, or its Sub-lessee, any damages caused to growing crops.

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

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

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

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



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

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

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

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

**NOTICE.** All notice required under the provisions of this Lease Agreement shall be made in writing and mailed to the other party at the addresses set forth in this Lease Agreement, or at such other addresses as such party may provide in writing from time to time. Any such

notice mailed to the addresses as set forth in this Lease Agreement, or as modified from time to time, shall be effective when deposited in a United States of America mail depository, duly addressed and with postage prepaid.

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

LESSOR:

INDEPENDENT SCHOOL DISTRICT #152

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

LESSEE:

CITY OF MOORHEAD

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Acting City Manager

STATE OF MINNESOTA )

) ss.

COUNTY OF CLAY )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public in and for said

County and State, personally appeared Mark Voxland and Michael Redlinger, known to me to be the Mayor and Acting City Manager, respectively, of the City of Moorhead, and who executed the within and foregoing instrument and acknowledged to me that they executed the same on behalf of the City of Moorhead.

\_\_\_\_\_  
Notary Public, Clay County, MN  
My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF MINNESOTA       )  
                                      ) ss.  
COUNTY OF CLAY         )

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

\_\_\_\_\_  
Notary Public, Clay County, MN  
My Commission Expires: \_\_\_\_\_

(SEAL)

## **Exhibit A**

### **Legal Description:**

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

## FARM LEASE AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_ day of January, 2008, by and between the City of Moorhead, Minnesota, whose post office address is P.O. Box 779, Moorhead, Minnesota 56561-0779 (hereinafter "Lessor"), and Sunny Brook Partnership, whose address is 7540 50<sup>th</sup> Ave S, Sabin, Minnesota 56580 (hereinafter "Lessee").

Deleted: April, 2007

**WITNESSETH**, that Lessee hereby agrees to and with the Lessor, for the consideration hereinafter named, to well and faithfully till and farm during the season of farming in the years 2008-2010, according to the usual course of husbandry, the following-described premises situated in the County of Clay and State of Minnesota, to-wit:

Deleted: 7

See attached Exhibit A

**TERM.** The term of this Farm Lease Agreement shall be for a period of three (3) years, commencing on the 1<sup>st</sup> day of January, 2008, and ending on the 31<sup>st</sup> day of December, 2010, unless terminated sooner by reason of Lessee breaching any of the terms and conditions herein contained or under the provisions of the paragraph entitled SUBJECT TO SALE OR USE BY OWNER.

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Deleted: 10<sup>th</sup> day of April, 2007, and ending on the 31st day of December, 2007

**RENT.** As and for the rental of the heretofore-described real property, Lessee shall pay to the Lessor for the rental of said demise premises, without deduction or set off, an annual rental fee in the amount of Ninety and No/100 Dollars (\$90.00) per acre, or Six Thousand Nine Hundred Thirty and No/100 Dollars (\$6,930.00) for 2008; Ninety Five and No/100 Dollars (\$95.00) per acre, or Seven Thousand Three Hundred Fifteen and No/100 Dollars (\$7,315.00) for 2009; and

One Hundred and No/100 Dollars (\$100.00) per acre, or Seven Thousand Seven Hundred and No/100 Dollars (\$7,700.00) for 2010, payable in two installments each year, one-half (1/2) on April 1 and one-half (1/2) on December 1 of each year of this Farm Lease Agreement.

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

#### **LAND APPLICATION OF WASTEWATER TREATMENT FACILITY BIOSOLIDS.**

Lessor will use the property to beneficially reuse biosolids from Lessor's Wastewater Treatment Facility by applying said biosolids to the property in accordance with National Pollutant Discharge Elimination System Permit Number MN0049069 issued to Lessor by the Minnesota Pollution Control Agency, Minnesota Rules, Chapter 7041, and all other environmental statutes, ordinances, rules, regulations, and orders issued by any federal or state agency concerning said activity. Lessor assumes all responsibility for its actions related to said activity. Lessor shall notify Lessee of its intent and schedule for land application of biosolids for each calendar year by September 15 of the preceding calendar year in accordance with one of the following:

1. If Lessor notifies Lessee that it will use the premises in the spring of the year prior to the cropping season, Lessee will refrain from any farming or related practices that would interfere or be incompatible with Lessors land application activities on the premises prior to May 21, except as permitted by Lessor's authorized agent(s). The premises will be available for normal farming practices no later than May 21 of that calendar year. Lessee further agrees to make the premises available for land application activities no later than October 15 of that same calendar year, except as otherwise permitted by Lessor's authorized agent(s).
2. If Lessor notifies Lessee that it will not use the premises in the spring of the year prior to the cropping season, Lessee agrees to make the premises available for land application activities no later than September 1 of that same calendar

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

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year except as otherwise permitted by Lessor's authorized agent(s), or alternatively, no later than Lessee's reasonable harvest date for the crop grown in that same calendar year per a crop rotation approved by Lessor.

Lessee further agrees to the following:

1. To not grow sugar beets, potatoes, or other root or tuber crops.
2. To limit or restrict the addition of fertilizers or other nutrient sources to that appropriate for the crop to be grown, inclusive of that applied with biosolids, in accordance with information provided by Lessor.
3. To observe any and all site management requirements and restrictions established by Lessor as a result of land application activities.

**COURSE OF HUSBANDRY.** Lessee agrees as follows:

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

**Deleted:** Lessor will use the property to beneficially reuse biosolids from Lessor's Wastewater Treatment Facility by applying said biosolids to the property in accordance with National Pollutant Discharge Elimination System Permit Number 0049069 issued to Lessor by the Minnesota Pollution Control Agency, Minnesota Rules, Chapter 7041, and all other environmental statutes, ordinances, rules, regulations, and orders issued by any federal, state, or local environmental agency concerning said activity. Lessor assumes all responsibility for its action related to said activity. Lessor shall use the property for land application, as weather permits, beginning on May 1<sup>st</sup>, 2007. Lessor shall complete land application activities on or before May 14<sup>th</sup>, 2007. The property will be available for normal farming practices no later than May 15, 2007. Lessee agrees to the following:¶  
<#>To refrain from any farming or related practices that would interfere or be incompatible with Lessors land application activities on the property on or after April 1<sup>st</sup>, 2007 and prior to May 15<sup>th</sup>, 2007, except as permitted by Lessor's authorized agent(s).¶  
¶  
<#>To not grow sugar beets, potatoes, or other root or tuber crops. ¶  
¶  
<#>To limit or restrict the addition of fertilizers or other nutrient sources to that appropriate for the crop to be grown, inclusive of that applied with biosolids, in accordance with information provided by Lessor.¶  
¶  
<#>To observe any and all site management requirements and restrictions established by Lessor as a result of land application activities.¶  
Lessee further agrees, to the extent practical based on crop harvest dates and weather, to coordinate with Lessor to make the property available for land application activities after October 15<sup>th</sup>, 2007.¶



10. Not to break up established water courses or ditches, or undertake any other operation that will injure the demised premises.
11. To take proper care of, and prevent injury to, all trees, vines, and shrubs located on the premises, if any.

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

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

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

1. To follow crop rotation, tillage practices, and chemical/fertilizer programs normal to the local area.
2. To comply with all environmental statutes, ordinances, rules, regulations, and orders issued by any state, federal, or local environmental agency concerning air, water, noise, solid waste, hazardous substances, and hazardous wastes.
3. Not to use waste oil as a means of suppressing dust on roads or anywhere else on the premises.
4. To harbor no underground storage tanks of any kind.

5. To assume liability for and indemnify and hold Lessor harmless for any claim or violation which results from Lessee's use of the premises.
6. To conduct the farming operation in accordance with all United States Department of Agriculture (USDA) regulations and guidelines.

**SUBLEASE AND ASSIGNMENT.** No part of the demised premises covered by this Farm Lease Agreement shall be subleased by the Lessee, nor may this Farm Lease Agreement be assigned without the prior written consent of the Lessor, who shall be bound by all terms of this Farm Lease Agreement.

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

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

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

Owner determines to offer said premises for sale, Owner or Owner's agent may show the same for purposes for sale.

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

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

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

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

**BREACH OF COVENANTS.** It is further understood and agreed that if the Lessee shall fail to pay the rents as specified and when due, or shall fail to comply with any of the other covenants

and agreements herein made, then and in that event, the Lessor may immediately reenter and take possession of the above-rented premises, and at its discretion seek any and all damages that Lessor may be entitled to as a result of the breach. Further, in the event of said breach, Lessor shall not be liable to the Lessee for a refund of any sums that may have been paid prior to the date of the breach.

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF,** the parties hereto have signed this agreement on the day and year

Specified above.

LESSOR: CITY OF MOORHEAD

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Acting City Manager

LESSEE: SUNNY BROOK PARTNERSHIP

BY: \_\_\_\_\_

STATE OF MINNESOTA )  
COUNTY OF CLAY ) ss.

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

\_\_\_\_\_  
Notary Public, Clay County, MN  
My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF MINNESOTA )  
COUNTY OF CLAY ) ss.

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

\_\_\_\_\_  
Notary Public, Clay County, MN  
My Commission Expires: \_\_\_\_\_

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## **Exhibit A**

### **Legal Description:**

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



Department of Human Resources  
**Moorhead Area Public Schools**

Memo HR.08.064

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: December 27, 2007

RE: Change in Contract

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

|                  |                                                                                                                                                                                        |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Leia Fogel       | Tutor, High School, from 19.75 hours per week to 38.75 hours per week, effective December 17, 2007. (Success For the Future Grant)                                                     |
| Chris Haufschild | Database Administrator, Probstfield Center for Education, C41 (7) \$24.92 per hour to C43 (7) \$27.33 per hour, effective January 1, 2008.                                             |
| Minda Sadlowski  | Accounting Secretary B23(15) \$16.99 to Confidential Secretary Business Services, B24 (11) \$19.41 per hour, effective January 1, 2008.                                                |
| Mary Stone       | Computer Operator, Ellen Hopkins Elementary 3 hours per day to 5 hours per day, effective January 7, 2008.                                                                             |
| Abram Perez      | Custodian, Day/Night Custodian, High School/Hopkins, A12 (4) \$13.10 to Night Custodian, High School, A12 (4) \$13.10 effective January 2, 2008. (Replaces Steve Novacek)              |
| Monnie Soderberg | Secretary, S. G. Reinertsen Elementary, A13 (3) \$13.22 per hour to Secretary, Ellen Hopkins Elementary, A13 (3) \$13.22 per hour, effective January 28, 2008. (Replaces Doris Babler) |
| Roxanne Loock    | Para/Hall Monitor, High School B21(11) \$14.88 per hour to Copy Center/Para, High School, B21 (11) \$14.88 per hour. (Replaces Arlene Rauenhorst)                                      |

**SUGGESTED RESOLUTION:** Move to approve the change in contract for Leia Fogel, Chris Haufschild, Minda Sadlowski, Mary Stone, Abram Perez, Monnie Soderberg and Roxanne Loock as presented.

RN/smw



Department of Human Resources  
**Moorhead Area Public Schools**

Memo **HR.08.069**

TO: Dr. Larry Nybladh, Superintendent  
FROM: Ron Nelson, Director of Human Resources  
DATE: January 7, 2008  
RE: Extended Leave of Absence

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

Colleen Tupper      Principal, Horizon Middle School, effective beginning July 1, 2008 for a period of three years.

**SUGGESTED RESOLUTION:** Move to approve the Extended Leave of Absence for Colleen Tupper pursuant to the Minnesota Statute 122A.46.

RN/smw



Department of Human Resources  
**Moorhead Area Public Schools**

Memo HR.08.068

TO: Dr. Larry Nybladh, Superintendent  
FROM: Ron Nielsen, Director of Human Resources  
DATE: January 7, 2008  
RE: Other Leave

The administration requests Other Leave for the following person:

|                  |                                                                                                      |
|------------------|------------------------------------------------------------------------------------------------------|
| Gayle Sprenger   | Paraprofessional, High School, effective January 14, 2008 through February 12, 2008.                 |
| Merridith Edison | Paraprofessional, Red River Area Learning Center, effective February 19, 2008 through March 5, 2008. |

**SUGGESTED RESOLUTION:** Move to approve the Other Leave for Gayle Sprenger and Merridith Edison pursuant to Article VIII, Section 8 of the Paraprofessional Master Agreement


RN/smw



Department of Human Resources  
**Moorhead Area Public Schools**

Memo HR.08.070

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron , Director of Human Resources

DATE: January 9, 2008

RE: Parental Leave

The administration requests Parental Leave for the following person:

Josh St. Louis      Teacher, Robert Asp Elementary, effective approximately February 21, 2008 for one week.

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

RN/smw



Department of Human Resources  
**Moorhead Area Public Schools**

Memo HR.08.065

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: December 27, 2007

RE: Resignation

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

|                   |                                                                                            |
|-------------------|--------------------------------------------------------------------------------------------|
| Elizabeth Glander | Occupational Therapist, High School, effective January 18, 2008.                           |
| Ann Rosdahl       | Food & Nutrition Worker, Horizon Middle School, effective November 19, 2007.               |
| Rosalinda Guzman  | Food & Nutrition Worker, Ellen Hopkins Elementary, effective December 10, 2007.            |
| Peggy Stowe       | Food & Nutrition Computer Operator, Ellen Hopkins Elementary, effective December 21, 2007. |
| Paul Luhman       | School Patrol, Robert Asp Elementary, effective January 4, 2008.                           |

**SUGGESTED RESOLUTION:** Move to approve the resignations of Elizabeth Glander, Ann Rosdahl, Rosalinda Guzman, Peggy Stowe and Paul Luhman as presented.

RN/smw

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



Department of Human Resources  
**Moorhead Area Public Schools**

Memo HR.08.063

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: December 27, 2007

RE: New Employees

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

|                  |                                                                                                                                                         |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Aura Lee Mohror  | Paraprofessional, Red River Area Learning Center, B21 (3) \$13.31 per hour, 27 hours per week, effective December 21, 2007. (Replaces Delores Morse)    |
| Merridith Edison | Paraprofessional, Red River Area Learning Center, B21 (3) \$13.31 per hour, 27 hours per week, effective December 21, 2007. (Replaces Andrew Thies)     |
| Judy Kovarick    | Tutor, Horizon Middle School, \$12.00 per hour, 25 hours per week, 40 weeks, effective January 15, 2008. (Success For the Future Grant)                 |
| Brad Mackowick   | Para/Hall Monitor, High School, B21 (0-2) \$13.11 per hour, 8 hours per day, effective January 2, 2008. (Replaces Roxanne Loock)                        |
| Shannon Atencio  | Lunchroom Supervisor/Crossing Guard, Robert Asp Elementary, \$8.60 per hour, 4-5.5 hours per week, effective January 7, 2008. (Replaces Irasema Vargas) |

**SUGGESTED RESOLUTION:** Move to approve the employment of Aura Lee Mohror, Merridith Edison, Judy Kovarick, Brad Mackowick and Shannon Atencio as presented

RN/smw



REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
DECEMBER 10, 2007  
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**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 revised.

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

**WE ARE PROUD:**

\*\*\* **We Are Proud** of the Moorhead High School boys cross country team for advancing to the state meet. Team members are Tyler Iverson, Jakob Lindaas, Lukas Gemar, Timothy Lillehaugen, Grant Nelson, Adam Fitzgerald, Matt Nicolai, Bryce Schaefer, Matt Fernholz and Isaac Monke-Lundberg. The boys cross country team finished seventh at state. The team also was honored by the Minnesota Coaches Association for having the top academic scores in Region 8AA. The boys cross country team is coached by Tom Dooher and Jeremy Blake.

\*\*\* **We Are Proud** of the Moorhead High School girls cross country team for advancing to the state meet. Team members who participated at state are Anna Lipetzky, Leah Hansen, Hannah Stordahl, Kaylee Litch, Kelly Brammer, Erica Henrikson, Karlee Richards, Rachel Mjones (alternate) and Elisabeth Hanson (alternate). The girls cross country team placed tenth at state. The team also was honored by the Minnesota Coaches Association for having the top academic scores in Region 8AA. The girls cross country team is coached by Tom Dooher and Jeremy Blake.

\*\*\* **We Are Proud** of Cross Country Coach Tom Dooher, who has been honored as the 2007 Section 8AA Girls Cross Country Coach of the Year by his peers.

\*\*\* **We Are Proud** of Moorhead High School student Margaret Hannahs for being named a semifinalist in the National Merit Scholarship Program. Approximately 16,000 semifinalists were recognized this year. The nationwide pool of semifinalists represents less than one percent of U.S. high school seniors. More than 1.4 million juniors in nearly 21,000 high schools entered the

**REGULAR MEETING  
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2008 National Merit Program by taking the 2006 Preliminary SAT/National Merit Scholarship Qualifying Test.

Semifinalists have an opportunity to continue in the competition for more than 8,000 Merit Scholarships awards that will be offered next spring. To continue, semifinalists must fulfill several requirements and advance to finalist standing, a prerequisite to being considered for a Merit Scholarship.

**\*\*\* We Are Proud** of Moorhead High School student Margaret Hannahs for achieving a perfect score of 36 on the ACT college entrance exam. Nationwide more than 1.3 million students take the ACT, and approximately one in 4,000 students scores a 36.

**\*\*\* We Are Proud** of Russ Henegar, Moorhead High School assistant principal, who has been named Minnesota's Assistant Principal of the Year by the Minnesota Association of Secondary School Principals (MASSP). The State and National Assistant Principal of the Year program recognizes outstanding middle level and high school assistant principals who have demonstrated success in leadership, curriculum and personalization. As Minnesota Assistant Principal of the Year, Henegar will be recognized at the MASSP conference in January.

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

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

**Revised Major Magnitude Field Trip** - Approve the Close Up Major Magnitude Field Trip to Washington, D.C. for the dates of March 16-22, 2008.

**Change in Contracts**

Chris Rositas - Migrant Liaison, Probstfield Center for Education, .88 FTE to 1.00 FTE and from 183 days per year to 260 days per year, effective November 13, 2007. (New Migrant dollars from state available.)

Donna Norquay - American Indian/Home School Liaison, .88 FTE to 1.00 FTE effective November 27, 2007. (Success for the Future grant.)

Julie LeRoux - Secretary, Human Resource Department B22 (10) \$15.50 to Confidential Secretary Human Resource Department B24 (3) \$17.78 per hour, effective January 1, 2008.

**Family/Medical Leaves**

**REGULAR MEETING  
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Jill Todd - Speech Pathologist, Horizon Middle School and High School, effective approximately April 15, 2008 for approximately six weeks.

Tammi Fortney - Psychologist, High School, effective approximately February 4, 2008 for about approximately eight weeks.

Ronda Adrian - Paraprofessional, Horizon Middle School, effective December 13, 2007 until January 24, 2008.

Other Leave

Peggy Emmel - Paraprofessional, Robert Asp Elementary, effective January 3, 2008 for the remainder of the school year.

Resignation

Ray Maas - Head Custodian, High School, effective December 6, 2007.

New Employees

Eugene Life - Food & Nutrition Server, S. G. Reinertsen Elementary, 2.75 hour per day, \$8.60 per hour, effective November 14, 2007. (Replaces Becky Shelton.)

Isidro Lopez - Paraprofessional, Horizon Middle School, B21 (3) \$13.31 per hour, 6.5 hours per day, effective December 12, 2007. (Paid by resident district.)

Deb Dawson - Paraprofessional, EIS, B21 (3) \$13.31 per hour, 6.5 hours per day, effective December 10, 2007. (Replaces Bonita Miller)

Minutes - Approve the November 12 and 26, 2007 regular meeting minutes and the November 29, 2007 special meeting minutes as presented.

Claims - Approve the December Claims, subject to audit, in the amount of \$1,101,705.41.

|                         |                |
|-------------------------|----------------|
| General Fund:           | \$969,535.47   |
| Food Fund:              | 109,489.13     |
| Community Service Fund: | 22,680.81      |
| TOTAL                   | \$1,101,705.41 |

Motion carried 6-0.

**SCHOOL BOARD/STAFF DIALOGUE**

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

**REGULAR MEETING  
BOARD OF EDUCATION  
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Moorhead High School STEM Lighthouse Grant - Moorhead High School teacher Ryan Lyson and student Maggie Valan presented information regarding applied mathematic courses at Moorhead High and also secondary findings from the project. The courses were developed with the STEM Lighthouse Grant from the Minnesota Department of Education.

**2007 PAYABLE 2008 LEVY:** Erickson moved, seconded by Fagerlie, to set the 2007 Payable 2008 Levy at \$8,503,319.69. The School Board Clerk is authorized to certify the proposed levy and send the original to the County Auditor of Clay County, Minnesota prior to December 28, 2007. Motion carried 6-0.

**FIRST READING OF POLICIES:** The School Board conducted of first reading of the following policies: Equal Access to Moorhead Area Public Schools Facilities (702), Reimbursement for Travel, Professional Meetings and Conferences (824), Equal Employment Opportunity Statement (401), Family and Medical Leave (422), Health Examination (423), Employee Assistance (426), Subpoena of a School District Employee (443), Master Agreements with Employee Groups (480), School Board Public Hearings (212), Decision Making in Moorhead Area Public Schools (220), Superintendent's Advisory Council (SAC) (312), and Patriotic Exercises (633).

**HORIZON MIDDLE SCHOOL ENERGY AUDIT:** Erickson moved, seconded by Dulski, to approve the contract with Center for Energy and Environment as proposed at a cost not to exceed \$25,975. Motion carried 6-0.

**STRATEGIC PLAN UPDATE:** Nybladh reported that after a year-long comprehensive planning process, on August 27, the School Board adopted the Strategic Plan for the Moorhead Area Public Schools. Since that time, district administration, staff and committees have been working to implement the goals of the Strategic Plan. Kovash provided a brief review of a status report document detailing progress made to date.

**COMMITTEE REPORTS:** Brief reports were heard related to the High School PTAC, Kindergarten Task Force, Human Rights Committee, Joint Powers Committee, and Horizon PTAC meetings. Chair Tomhave noted the Intergovernmental Retreat is scheduled for January 25, 2008 at the Courtyard by Marriott.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD:** Chair Tomhave reminded board members to contact Michelle with their travel plans related to the January 16-18, 2008 MSBA Leadership Conference in Minneapolis.

**REGULAR MEETING  
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**ADJOURNMENT:** Hearing no objections, the Chair adjourned the meeting at 8:32 p.m.

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Carol Ladwig, Clerk





Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.079 D

TO: Dr. Larry P. Nybladh  
FROM: Lynne Kovash *LK*  
DATE: January 8, 2008  
RE: 2007 Minnesota Student Survey

Highlights of the 2007 Minnesota Student Survey will be shared with the board. The Minnesota Student Survey is administered every three years to students in public schools. The anonymous questionnaire gathers information on students' activities, options and behaviors. The youth responses to these questions help identify trends, focus prevention efforts and help the staff members of the school district respond to youth needs and concerns.

The 2007 Minnesota Student Survey (MSS) was administered in the spring of 2007 to public students in grades 6, 9 and 12 across the state. Student participation was voluntary and the surveys were anonymous. Parents were notified of the survey and had the option of not having their child take the survey.

Across the state and within our district, a number of encouraging trends have emerged:

- Continued decline in alcohol use and a strong downward trend in the use of tobacco
- Decreased reports of using marijuana, prescription drugs, inhalants and other drugs
- Over 90% of students feel safe in schools
- Over 92% of Moorhead students plan to attend post secondary education
- Over 80% of students report wearing seat belts

Additional information, trend data and state comparisons will be shared with the board in a Power Point presentation. The information from the 2007 Minnesota Student Survey will be a focus of discussion for students and staff groups working for prevention efforts in Moorhead Area Public Schools.

LAK/kmr



Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.074 R

TO: Dr. Larry P. Nybladh  
FROM: Lynne Kovash *LK*  
DATE: January 3, 2008  
RE: American Indian Education Transmittal of Resolution Renewal

Attached is the American Indian Education Transmittal of Resolution renewal form. Moorhead Area Public Schools has ten or more American Indian children enrolled in the district and therefore required to submit the Parent Committee Roster, the Parent Committee Resolution and the Transmittal of Resolution form to the Minnesota Department of Education by January 16, 2008.

**SUGGESTED RESOLUTION:** Move to approve the American Indian Education Transmittal of Resolution for submission to the Minnesota Department of Education by January 16, 2008.

LAK/kmr  
Attachment



# Moorhead Indian Education Resolution 07-08

January 3, 2008

| Recommendations for Concurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Who's Responsible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Timeline                                            | Resources Needed                                                                                                                                                                                                                                                                                                                                                                                                                                    | Progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Staff Development/Curriculum Integration</b><br><input checked="" type="checkbox"/> Funding sources explored to purchase additional American Indian curricular materials.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Principals, Assistant Superintendent of Teaching & Learning (Lynne), Media Specialists, Indian Education Staff (Faye, Donna & Sarah)                                                                                                                                                                                                                                                                                                                                                                                                                          | Ongoing                                             | Funds, coordination with department and library/media selection personnel, prioritize list of needed materials.                                                                                                                                                                                                                                                                                                                                     | Continued discussions/planning for development of an American Indian web page on District site to provide American Indian curriculum information/resource availability to staff. Purchase of several American Indian related books for teachers and library purchases of books for students with American Indian content. Success for the Future grant funding for materials purchase                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>2. Special Education/Alternative Programs</b><br><input checked="" type="checkbox"/> Carefully monitor the potential of overrepresentation of American Indian students being referred for Special Education and Alternative Education Programs; review the process of prereferral.<br><input checked="" type="checkbox"/> The percentage of American Indian students being placed in alternative school classes needs to be addressed. Procedures for determining transfer in and out of alternative programs need to be consistent while also taking into account individual student needs.<br><input checked="" type="checkbox"/> Other types of academic interventions and best practices need to be put into place to support student success within the regular educational setting and to provide a continuum of services from regular education to Special Education.<br><input checked="" type="checkbox"/> Find ways to cover more child study/Student Assistance Team meetings with cultural representatives when they involve American Indian students. | Special Education Director (Jill Skarvold), Alternative Education Director (Deb Pender), Principals, Indian Education Staff (Sarah, Donna, Faye)<br><br>Special Education Director (Jill Skarvold), Alternative Education Director (Deb Pender), Principals, Indian Education Staff (Sarah, Donna, Faye)<br><br>Principals, Assistant Superintendent of Teaching & Learning (Lynne), Indian Education Staff (Donna, Faye, and Sarah)<br><br>Special Education Director (Jill Skarvold), Child Study Facilitators, Indian Education Staff (Sarah, Donna, Faye) | Ongoing<br><br>Yearly<br><br>Ongoing<br><br>Ongoing | Yearly student counts and No Child Left Behind data compilations; continued staff development on reducing bias.<br><br>Child Study Facilitator support & Principal support, continued Staff Development on Reducing Bias<br><br>Continued search for best practices in working with American Indian students for academic success.<br><br>Staff Development on Reducing Bias; additional American Indian staff or trained cultural representatives. | Continued emphasis on careful consideration of exclusionary factors in prereferral and referral process; ongoing staff development regarding reducing bias in Special Education assessment.<br><br>Child study teams are more careful of exclusionary factors. Teachers/parents continue to contact Indian Education Staff before assessments begin. Indian education staff has been included on Students support teams.<br><br>Hiring of 5 tutors for American Indian students: 1 at the High School, 1 at the Middle School, and 3 at the Alternative School through the Success for the Future funds and United Way funds. Training for tutors is ongoing and includes American Indian cultural awareness training.<br><br>Discussion in this area continues, addition of American Indian tutors frees up more time for Indian Education Liaison to attend more student meetings. |
| <b>3. Collaboration: School, Community, Organiz.</b><br><input checked="" type="checkbox"/> Continued discussion on digital divide issues.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Director of Technology Systems (Dan Markert), Indian Education Staff (Sarah, Donna, Faye), Specific Program Directors                                                                                                                                                                                                                                                                                                                                                                                                                                         | Quarterly meetings                                  | Materials for parents, technology assistance, computer access/training for parents                                                                                                                                                                                                                                                                                                                                                                  | Continued discussions, plans to offer community education classes on computer training for parents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| Recommendations for Concurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Who's Responsible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Timeline                                                                                                                                                                           | Resources Needed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>4. Curricular &amp; Extra Curricular</b><br><input checked="" type="checkbox"/> Regular review and discussion of proportions of American Indian students in co-curricular and extracurricular activities.<br><input checked="" type="checkbox"/> Promotion, recruitment & support for American Indian student participation.<br><input checked="" type="checkbox"/> Search for funding/scholarship support for fees and find creative solutions to transportation issues.<br><input checked="" type="checkbox"/> Activity options for students who don't start out in activities in Elementary school and/or who move into the District from other schools; Offer a greater variety of activities, and culturally related activities. | <p>Co-curricular and extracurricular Activities Directors, Indian Education Staff (Sarah, Donna, &amp; Faye),</p> <p>Principals, Activity Directors, Indian Education Staff (Sarah, Donna, &amp; Faye), American Indian Parent Committee</p> <p>Administration, Principals, Activity Directors, Indian Education Staff (Sarah, Donna, &amp; Faye), Transportation Director</p> <p>Principals, Activity Directors, Coaches, Indian Education Parent Committee, Indian Education Staff (Sarah, Donna, &amp; Faye), Community Education Director (Laurie Winterfeldt-Shanks)</p> | <p>Yearly and Ongoing</p> <p>Ongoing, and particularly before new activities begin</p> <p>Yearly meeting &amp; ongoing as needed</p> <p>Yearly meeting &amp; ongoing as needed</p> | <p>Department and Administration support. Technical support for data collection.</p> <p>Power School information on students' activity enrollment; Activities flyers, activity dates, timelines, and specifications, Newsletters, flyers or other media as needed; Indian Education web page.</p> <p>Resources such as fees and transportation. Creative solutions to barriers.</p> <p>Continued collaboration with other groups to offer American Indian related activities, updating of list of community members willing to teach &amp; share talents. Creative solutions to barriers.</p> | <p>Ongoing discussions.</p> <p>Ongoing discussions, improving data collection processes.</p> <p>Staff referral of students to Moorhead Healthy Community Initiative for activity scholarships continues. PTAC support of students unable to participate due to financial difficulty.</p> <p>Several American Indian culturally related Community Education classes offered. Winter Gathering in cooperation with Fargo Indian Education and Daughters of the Earth. Community offering of Ojibway language classes.</p>                                                                                                                   |
| <b>5. Curriculum Evaluation</b><br><input checked="" type="checkbox"/> American Indian Education Committee representation on each specific subject area Curriculum Review Committee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>Assistant Superintendent of Teaching &amp; Learning (Lynne), Curriculum Review Committee, Committee Chairpersons, Indian Education Staff (Faye, Donna, &amp; Sarah)</p>                                                                                                                                                                                                                                                                                                                                                                                                    | <p>Follow curriculum review cycle and as needed.</p>                                                                                                                               | <p>Copy of Screening tools, screening tool results forwarded to American Indian Parent Committee and Human Rights Committee for review. Reducing Bias Staff Dev., Notice of Specific Curriculum Review Committee meeting dates/timelines and contact information for Curriculum Review Committee Chairpersons, Access to curriculum being reviewed and in use.</p>                                                                                                                                                                                                                            | <p>Inclusion of Indian Education Representatives on the Reading Committee; continued Indian Education representation on the ICAC and Human Rights Committees; appropriate and ongoing staff development relating to American Indian Culture and Reducing Bias.</p>                                                                                                                                                                                                                                                                                                                                                                        |
| <b>6. Middle School &amp; Secondary Education</b><br><input checked="" type="checkbox"/> Secondary Administration, Middle School Administration, Alternative School Administration, Staff, and Indian Education Representative(s) need to meet to discuss issues and solutions.<br><input checked="" type="checkbox"/> Strengthen connections with local and tribal colleges to expand, promote, and encourage post secondary options for American Indian Students.<br><input checked="" type="checkbox"/> Coordinate services between area High School, Alternative School, and the YES program including prereferral and entrance procedures.                                                                                          | <p>Secondary Principal (Gene Boyle), Secondary Counselor, Indian Education Staff (Sarah, Donna, &amp; Faye)</p> <p>Superintendent of Teaching &amp; Learning (Lynne), Middle School, Secondary &amp; Alternative School Principals, Indian Ed. Staff (Sarah, Donna, &amp; Faye)</p> <p>Indian Ed. Staff (Sarah, Donna, &amp; Faye), Assistant Superintendent of Teaching &amp; Learning (Lynne), Secondary, Middle &amp; Alternative School Principals, YES Coordinator</p>                                                                                                   | <p>Biannually</p> <p>Initial meeting with ongoing process</p> <p>Initial meeting with ongoing process</p>                                                                          | <p>Outreach and collaborative meetings.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Discussions continue. New school configurations continue to provide solutions to some issues. Hiring of 5 tutors for American Indian students: 1 at the High School, 1 at the Middle School, and 3 at the Alternative School through the Success for the Future funds and United Way funds. Training for tutors is ongoing and includes American Indian cultural awareness training.</p> <p>American Indian High school and Alternative school students attended a White Earth sponsored career fair in December at Waubun high school. with funds provided through the Success for the Future grant.</p> <p>Discussions continue.</p> |

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

DEC 10 2007

MEMORANDUM

TO: School District Superintendents

FROM: Leona Derden, Director  
Office of School Choice

Rebecca Garay Heelan  
Office of Indian Education

DATE: November 21, 2007

RE: **American Indian Education Transmittal of Resolution**

As per Minnesota Statute, 124D.78 Subdivision 1 (previously known as 126.51)... the district in which there are ten or more American Indian children enrolled ...must establish a parent committee. MDE records indicate that your district had 10 or more American Indian students enrolled during the 2007-08 school year.

In order to comply with this requirement, please complete the attached: 1) Transmittal of Resolution form, 2) Parent Committee Roster, and 3) Parent Committee Resolution, and any other supportive documents, as applicable. The completed forms should be mailed to the address indicated at the top of the form by **January 16, 2008.**

If you have any questions or need assistance with the forms, please call Rebecca Garay-Heelan at 651-582-8862 or email: [rebecca.garay-heelan@education.mn.us](mailto:rebecca.garay-heelan@education.mn.us)  
We appreciate your support in ensuring that American Indian parents/community members have a voice in the education of their children.

**GENERAL INFORMATION AND INSTRUCTIONS:** M.S., 124D.78 Subdivision 1 (previously 126.51.a) School Boards and American Indian schools must provide for the maximum involvement of children enrolled in education programs, programs of elementary and secondary grades, special education programs, and support services. Accordingly, the board of a school district in which there are ten or more American Indian children enrolled and each American Indian school must establish a parent committee. If a committee whose membership consists of a majority of parents American Indian children has been or is established according to federal, tribal or other state law, that committee may serve as the committee required by this section and is subject to, at least, the requirements of this subdivision and subdivision 2.

The PARENT COMMITTEE must be composed of parents of children eligible to be enrolled in American Indian education programs, secondary students eligible to be served; American Indian language and culture education teachers and aides; American Indian teachers; counselors; adult American Indian people enrolled in educational programs; and representatives from community groups. The number of parents of American Indian and non-American Indian children shall reflect approximately the proportion of children of those groups in the programs. The parent committee must develop its recommendations in consultation with the curriculum advisory committee required by Section 120B.11, subdivision 3. This committee must afford parents the necessary information and the opportunity effectively to express their views concerning all aspects of American Indian Education and the educational needs of the American Indian children enrolled in the school or program. The committee must also address the need for adult education programs for American Indian people in the community. The board or American Indian school must ensure that programs are planned, operated and evaluated with the involvement of and in consultation with parents of children served by the programs.

**RESOLUTION** of concurrence, prior to December 1, the board of American Indian school must submit to the department a copy of a resolution adopted by the parent committee. The copy must be signed by the chair of the committee and must state whether the committee concurs with the educational programs for American Indian children offered by the school board or American Indian school. *If the committee does not concur with the educational programs, the reasons for non-concurrence and recommendations shall be submitted with the resolution. By resolution, the board must respond, in cases on non-concurrence, to each recommendation made by the committee and state its reasons for not implementing the recommendation.*

In order to comply with MS 124D.78, please complete 1) Transmittal Form, 2) Parent Roster, 3) Parent Committee Resolution and supportive documents, as applicable, by Wednesday, January 16, 2008. If assistance is needed in completion of these forms, please call (651) 582-8862.

## IDENTIFICATION INFORMATION

|                                     |                              |                          |                            |
|-------------------------------------|------------------------------|--------------------------|----------------------------|
| School District Name                | Moorhead Area Public Schools | District Number and Type | ISO #152                   |
| Name of Person Completing This Form | Donna Norquay                | Title                    | Indian Home School Liaison |
|                                     |                              | Telephone Number         | (218) 284-3464             |

## RESOLUTION/PARENT COMMITTEE INFORMATION

Check all applicable items and attach the requested information:

☐ This district does not have ten or more American Indian students enrolled, therefore no Parent Committee has been established, and no resolution/recommendations are attached (sign below and return the form to the above address).

☒ Resolution is attached:

Date passed by Parent Committee: 1/09/08

Date presented to Local School Board: 1/14/08

The attached resolution is a resolution of (check one):

☒ Concurrence  
☐ Non-Concurrence

Recommendations are

☐ Included  
☐ Non Included

with the attachment.

☐ Resolution is NOT attached. If not attached, explain: \_\_\_\_\_

☐ School Board Response is NOT attached. Explain: \_\_\_\_\_

☐ A Parent Committee has NOT been established. If checked, please explain why not, including discussion of any steps that have been taken to establish a parent committee: \_\_\_\_\_

The district requests that the Office of Indian Education provide assistance in the following area(s): ☐ Parent Committee Training

Staff Development on American Indian history and culture

☐ Other(explain): \_\_\_\_\_

The information provided on this form is true and accurate to the best of my belief and knowledge.

Signature – Superintendent of School District/Authorized Representative

Date

(OVER)

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ED-02011-08  
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Identify the membership of your district's American Indian Education Programs Parent Committee below. List the chairperson first (include address of chairperson only), and provide the area of representation (i.e., parent, teacher, secondary student, counselor, etc.) for each committee member. Check (X) to indicate whether the member is an American Indian. Attach an additional page if more space is needed.

[illegible]

## PARENT COMMITTEE RESOLUTION

WHEREAS, the Moorehead Area Public School Independent School District # 152 provides an opportunity for all of its citizens to participate in district program communities, and

WHEREAS, the Indian Education Parent Committee of the Moorehead Area Public School Independent School District # 152 is the duly elected and established Parent Committee comprised of parents of children eligible to be enrolled in American Indian programs, secondary students, representatives from community groups, school administrators, and

WHEREAS, the Parent Committee's current responsibilities are addressed in adopted by-laws and apply to programs specifically designed for American Indian learners implemented through Indian Education Program, and

WHEREAS, the Parent Committees responsibilities have been expanded to include involvement in and advisement of all educational programs, programs for elementary and secondary grades, special education programs and support services, and

WHEREAS, the Indian Education Parent Committee of Moorehead Area Public School Independent School District did meet on 1-09-08 to review, recommend and approve this Resolution, and

WHEREAS, the Parent Committee has found most of the District's educational programs to be adequate in meeting the needs of American Indian students.

THEREFORE BE IT RESOLVED, the Parent Committee of Moorehead Area Public School does concur that the district's programs meet American Indian student needs.

In favor of Resolution \_\_\_\_\_

Not in favor of Resolution\* \_\_\_\_\_

\_\_\_\_\_  
Name

Chairperson

Indian Education Parent Committee

1-09-08  
Date

*\*If the committee does not concur with the Resolution, the reasons for the non-concurrence and recommendations shall be submitted with this Resolution. By resolution, the Board must respond, to each recommendation made by the committee and state its reasons for not implementing the recommendation. (M.S., 124D.78, Sub.1)*





Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.053

TO: School Board

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

DATE: December 21, 2007

RE: Approval of Policy

Attached please find the policy, Equal Access to Moorhead Area Public Schools Facilities (702).

Suggested Resolution: Move to approve the policy, Equal Access to Moorhead Area Public Schools Facilities (702), as presented.

LPN:mde  
Attachment

Board Policies

**Equal Access to Moorhead Area Public Schools Facilities**

School Board Policy: 702

Section: 700 NON-INSTRUCTIONAL

Date Adopted: 6/23/2003

Date Revised: 3/16/2005

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to implement the Equal Access Act by granting equal access to school facilities for students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of this school district not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.

B. The Moorhead School Board has created a limited open forum for students enrolled in secondary schools during which noncurriculum-related student groups shall have equal access and a fair opportunity to conduct meetings during noninstructional time.

C. Student use of facilities under this policy does not imply school district sponsorship, approval, or advocacy of the content of the expression at such meetings.

D. The school district retains its authority to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.

E. In adopting and implementing this equal access policy, the school district will NOT:

1. influence the form or content of any prayer or other religious activity;
2. require any person to participate in prayer or other religious activity;
3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;
4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;
5. sanction meetings that are otherwise unlawful;
6. limit the rights of groups of students based on the size of the group;
7. abridge the constitutional rights of any person.

III. DEFINITIONS

A. "Limited open forum" means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.

B. "Secondary school" means any school with enrollment of pupils ordinarily in grades 6 through 12 or any portion thereof.

C. "Sponsorship" includes the act of promoting, leading, or participating in a meeting. The assignment of a school employee for custodial, observation, or maintenance of order and discipline purposes does not constitute sponsorship of the meeting.

D. "Meeting" includes activities of student groups which are permitted under a limited open forum and are not directly related to the school curriculum. Distribution of literature does not constitute a meeting protected by the Equal Access Act.

E. "Noninstructional time" means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends, including such other periods that occur during the school day when no classroom instruction takes place.

#### IV. FAIR OPPORTUNITY CRITERIA

Secondary schools in this school district shall uniformly provide that:

- A. A meeting held pursuant to this policy is voluntary and student-initiated;
- B. There is no sponsorship of the meeting by the school or its agents or employees;
- C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

#### V. PROCEDURES

A. Any student who wishes to initiate a meeting under this policy shall apply to the ~~principal~~ building administrator of the ~~building~~ at least 48 hours in advance of the time of the activity or meeting. The student must agree to the following:

- 1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.
- 2. The activities or meetings are voluntary and student-initiated. The ~~principal~~ building administrator may require assurances of this fact.

B. Student groups meeting under this policy must comply with the following rules:

- 1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.
- 2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.
- 3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.

C. Students applying for use of school facilities under this policy must provide the following information to the ~~principal~~ building administrator: time and date of meeting, estimated number of students in attendance, and special equipment needs.

D. The building ~~principal~~ administrator has responsibility to:

- 1. Keep a log of application information;
- 2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.
- 3. Note the condition of the facilities and equipment before and after use.
- 4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school

district sponsorship of the meeting or activity.

5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.

E. The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.

F. Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.

G. School district employees or agents may not promote, lead, participate in, or otherwise sponsor meetings or activities held pursuant to this policy.

H. A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.

Legal Reference:

20 U.S.C. 4071-74 (Equal Access Act)

20 U.S.C. 7905 (Boy Scouts of America Equal Access Act)

Cross Reference:

Moorhead School Board Policy 904: Community Use of School Facilities and Equipment



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.054

TO: School Board

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

DATE: December 21, 2007

RE: Approval of Policy

Attached please find the policy, Reimbursement for Travel, Professional Meetings and Conferences (824).

Suggested Resolution: Move to approve the policy, Reimbursement for Travel, Professional Meetings and Conferences (824), as presented.

LPN:mde  
Attachment

## Board Policies

### Reimbursement for Travel, Professional Meetings and Conferences

School Board Policy: 824

Section: 800 BUSINESS SERVICES

Date Adopted: 6/24/1986

Date Revised: 4/11/2005

Dates Reviewed: 1/14/1992

6/23/1997

7/5/2001

4/11/2005

#### I. PURPOSE

The purpose of this policy is to identify school district business expenses that involve initial payment to an employee, and qualify for reimbursement from the school district, and to specify the manner by which the employee seeks reimbursement.

#### II. GENERAL STATEMENT OF POLICY

Moorhead Area Public Schools pays for approved travel, professional meeting and conference expenses subject to district travel policies, budget allocations, negotiated labor agreements, and individual contracts. Prior approval must be obtained by submission of the "District #152 Professional Development/Travel Request" form to the appropriate supervisor. Reimbursement requests must be submitted within 60 days of the event per IRS regulations.

#### III. EXPENSES REIMBURSED BY THE DISTRICT

##### A. Registration:

Submit registration materials to your supervisor for approval prior to registration. Registration fees are reimbursed in full upon submission of a receipt.

##### B. Transportation:

School District-Owned Vehicles: ~~School~~ District vehicles are to be used, when available, for trips within distances deemed appropriate by supervisors for school vehicle use.

Private Automobiles: When a school district vehicle is not available individuals are reimbursed for the use of private automobiles at the IRS approved rate. If commercial air service is available, the mileage reimbursement may not exceed the cost of round trip air fare, based on the lowest fare available at the time planning is initiated. When a school district vehicle is available but you choose to use a private vehicle the reimbursement rate is \$.15/mile.

Commercial Airlines: Air travel arrangements are to be made by each individual. Reimbursement will be made for up to coach air fare only.

Prizes, bonuses, or free trips awarded by commercial transportation companies as a result of travel paid for and by the school district become the property of the school district and may not be accepted for personal use.

Rental Cars: The full cost of a rental vehicle, including gas and insurance, is paid by the school district when its use is deemed necessary by your supervisor. Attach receipts to the expense report form.

Parking: Parking fees at airports, hotels and conference sites are paid by the school district. Attach receipts to the expense report form.

~~Please see Refer to Administrative Procedures 722.1 and 722.2: School District Owned Vehicle Reservation Procedures.~~

##### C. Lodging:

Actual lodging expenses, including applicable taxes, are paid by the school district. Extra lodging expenses such as personal telephone calls and laundry are paid by the employee. Attach receipts to the expense report form. Lodging expenses in the Moorhead area are reimbursed only when you are supervising students as part of an approved activity.

#### D. Meals:

Meals, including gratuities, are reimbursed on the following schedule:

Breakfast - Up to \$5.00 (Travel begins prior to 7:00 a.m. or ends after 7:00 a.m.)

Lunch - Up to \$8.00 (Travel begins prior to 12:00 noon or ends after 12:00 noon)

Dinner - Up to \$12.00 (Travel begins prior to 6:00 p.m. or ends after 6:00 p.m.)

When meals are missed, allowances for meals may be combined. For instance, if breakfast and lunch are missed, up to \$25.00 is available for dinner. Attach receipts to the expense report form. Cash register receipts are required. Care should be taken not to submit meal expenses for times when meals are included with the conference registration. In rare cases, the meeting location necessitates minimum meal expenses in excess of the allowable limits. Reimbursement of excessive meal expenses must be approved by the Superintendent ~~of Schools~~ or his designee. Neither alcoholic beverages nor expenditures for personal use are subject to reimbursement.

#### IV. ADVANCE TRAVEL EXPENSE PAYMENTS

Advance travel expense monies may be obtained upon submission of the "Receipt for Conference Prepayment" form.

#### V. VOLUNTEER TRAVEL REIMBURSEMENT

Volunteers who travel on school district business have their expenses reimbursed in the same manner as staff or Moorhead sSchool bBoard members. The administrator in charge of arranging the volunteer's travel ensures reimbursement forms, including receipts, are properly submitted for payment.

#### Legal References:

Minnesota Statute 471.665 (Mileage Allowances)

~~Minnesota Statute 15.435 (Airline Travel Credit)~~

#### Cross Reference:

Moorhead School Board Policy 216: Out-of-State Travel by School Board Members

Moorhead School Board Policy 722: School District Owned Vehicle Reservation





Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.055

TO: School Board

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

DATE: December 21, 2007

RE: Approval of Policy

Attached please find the policy, Equal Employment Opportunity Statement (401).

Suggested Resolution: Move to approve the policy, Equal Employment Opportunity Statement (401), as presented.

LPN:mde  
Attachment

Board Policies

**Equal Employment Opportunity Statement**

School Board Policy: 401

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 8/12/1980

Date Revised: 11/10/2003

Dates Reviewed: 02/13/1990

04/26/1994

04/12/1999

11/10/2003

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for employment and school district employees of the Moorhead Area Public Schools ~~District~~.

II. GENERAL STATEMENT ~~OF POLICY~~

A. It is the policy of Moorhead Area Public Schools ~~District's policy~~ to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status or veteran status. The school district also makes reasonable accommodations for disabled employees.

B. The Moorhead Area Public Schools ~~District~~ prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to Moorhead School Board Policy 570 Prohibition of Harassment and Violence.

C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.

D. It is the responsibility of every employee of Moorhead Area Public Schools ~~District employee~~ to follow this policy.

E. Any person having any questions regarding this policy should discuss it with the Director of Human Resources.

Legal Reference

Minnesota Statute 363A (Minnesota Human Rights Act)

29 U.S.C. 621 et. seq. (Age Discrimination in Employment Act)

29 U.S.C. 2615 (Family and Medical Leave Act)

38 U.S.C. 4301 et. seq. (Vietnam Era Veterans' Readjustment Assistance Act)

38 U.S.C. 4211 et. seq. (Veterans' Reemployment Rights Act)

42 U.S.C. 2000e et. seq. (Title VII of the Civil Rights Act)

42 U.S.C. 12101 et. seq. (Americans with Disabilities Act)

Cross References:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination

Moorhead School Board Policy 402: Grievance Procedure for Equal Opportunity

Moorhead School Board Policy 404: Employment Disability Nondiscrimination

Moorhead School Board Policy 410: Employment of Faculty and Staff

Moorhead School Board Policy 411: Veteran's Preference Hiring

Moorhead School Board Policy 570: Prohibition of Harassment and Violence



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.056

TO: School Board

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

DATE: December 21, 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: 6/11/2007

Dates Reviewed: 2/28/2005  
2/13/2006  
6/11/2007

I. PURPOSE

The purpose of this policy is to delineate the provisions of the federal Family and Medical Leave Act (FMLA) and 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, 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:

Minnesota Statute 181.940-181.941 (Parenting Leave)

29 U.S.C. 2601, et. seq. (Family and Medical Leave Act)



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.057

TO: School Board

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

DATE: December 21, 2007

RE: Approval of Policy

Attached please find the policy, Health Examination (423).

Suggested Resolution: Move to approve the policy, Health Examination (423), as presented.

LPN:mde  
Attachment



Board Policies

**Health Examination**

School Board Policy: 423

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 5/22/1990

Date Revised: 2/9/2004

Dates Reviewed: 5/22/1990

9/25/1995

6/12/2000

2/9/2004

I. PURPOSE

The purpose of this policy is to identify and reserve to the Moorhead School Board its managerial right to require physical examinations of its employees. In this regard, the Superintendent/designee, with the consent of the employee, may require an employee to undergo a physical examination in order to obtain additional medical information for the following purposes:

1. Assessing the employee's continuing ability to perform the job;
2. For employee health insurance eligibility;
3. As mandated by state, local or federal law;
4. Assessing the need to reasonably accommodate an employee;
5. Pursuant to Minnesota Statute Sections 181.950-181.957, relating to drug and alcohol testing in the workplace;
6. Related and consistent with business necessity, not otherwise prohibited by law or inconsistent with the Americans with Disabilities Act.

II. GENERAL STATEMENT OF POLICY

The Superintendent/designee may require the employee to undergo a physical examination as follows:

1. An employee who has been offered employment conditioned upon the employee meeting the physical and mental requirements of the job in accordance with Minnesota Statute ~~Section 363A.020~~, Subd. ~~1(9)(i)~~ 8.
2. To limit receipt of benefits payable under the fringe benefit plan for disabilities to that period of time which a licensed physician reasonably determines a person is unable to work.
3. To provide special safety considerations for pregnant women involved in tasks which are potentially hazardous to the health of the unborn child as determined by medical criteria.
4. Pursuant to Minnesota Statute ~~Section~~ 176.155 of the Workers' Compensation Act.
5. Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601, et. seq.

Any information, including reports or findings arising from a physical examination pursuant to this policy will be collected and maintained on separate forms, in separate medical files and treated as a confidential medical record, except that supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and reasonable accommodations. First aid safety personnel may be informed, when appropriate, if the disability might require emergency treatment. Government officials investigating compliance with the Americans with Disabilities Act will be provided relevant information upon request. Information may be released for purposes mandated by local, state or federal law.

Legal References:

Minnesota Statute ~~Section~~ 176.155 (~~Workers Compensation Act~~ Examinations)  
Minnesota Statutes ~~Sections~~ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)  
Minnesota Statute ~~Section~~ 363A.20, Subdivision. 8 (~~Exemption Based on Employment Physical Exam~~)  
29 U.S.C. 2601, et. seq. (Family and Medical Leave Act of 1993)  
42 U.S.C. 12101 et. seq. (Americans With Disabilities Act)





Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.058

TO: School Board

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

DATE: December 21, 2007

RE: Approval of Policy

Attached please find the policy, Employee Assistance (426).

Suggested Resolution: Move to approve the policy, Employee Assistance (426), as presented.

LPN:mde  
Attachment

## Board Policies

### Employee Assistance

School Board Policy: 426

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 4/6/1976

Date Revised: 2/9/2004

Dates Reviewed: 3/9/1993  
4/13/1998  
2/9/2004

#### I. PURPOSE

The School Board of Moorhead Area Public Schools and the respective bargaining units and employee associations recognize that an employee may experience a wide range of problems not directly associated with one's job function that can have an effect on an employee's job performance. In most instances, the employee will overcome such personal problems independently and the effect on job performance will be negligible. In other instances, normal assistance will serve either as motivation or guidance by which such problems can be resolved so the employee's job performance will return to an acceptable level. In some cases, however, the employee cannot resolve his/her problems and unsatisfactory performance persists.

The school district, employee associations and bargaining units believe it is in the best interest of the employee, the employee's family, and the school district that a framework for dealing with such problems be defined.

#### II. GENERAL STATEMENT OF POLICY

~~1A.~~ Any employee who has a problem which he/she feels may affect his/her work performance is encouraged to voluntarily seek counseling and information on a confidential basis by accessing the employee handbook or contacting the Department of Human Resources or your building ~~Principal's~~ administrator's ~~Office~~.

~~2B.~~ The school district, employee associations and bargaining units recognize that almost any human problem can be successfully resolved provided it is identified in its early stages and appropriate treatment/professional assistance is obtained. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse, legal problems, or other concerns.

~~3C.~~ Employees are assured that the services provided by the district's employee assistance program are confidential. This statement of policy by the school district is intended to encourage employees to utilize appropriate services before the problem affects their job performance.

~~4D.~~ Employees are assured that if such personal problems are the cause of unsatisfactory job performance, they will receive an offer of assistance to help resolve such problems in a confidential manner.

~~5E.~~ When it is noted that job performance has deteriorated or unsatisfactory changes have taken place (e.g. attendance problems) the supervisor of the employee in question should contact the Department of Human Resources. Subsequently, the supervisor should hold a conference with the employee and advise the employee of the following:

~~A1.~~ Specific job performance areas that are unsatisfactory and must be corrected.

~~B2.~~ That assistance is available if health/emotional problems are a contributing factor.

~~C3.~~ That failure to correct job performance may lead to disciplinary action by the school district.

~~6F.~~ If the employee's performance does not improve within a reasonable period of time, or the employee is unwilling to correct the situation, the school district may proceed with appropriate disciplinary action with respect to the job performance issues.

~~7G.~~ If the employee seeks treatment/assistance, the proposed disciplinary action will be held in ~~abeyance~~ and reviewed following the completion of treatment/assistance.

~~8H.~~ In instances when a doctor's statement specifies a need, sick leave shall be granted for treatment/assistance or

rehabilitation on the same basis it is granted for ordinary health problems and as provided in any applicable collective bargaining agreement.

9I. If the job performance issues are not corrected within a reasonable time following the completion of treatment/assistance, the school district may proceed with the appropriate disciplinary action.

### III. APPLICATION AND PROCEDURES

A. New employees are given information on how to access the school district's employee assistance program upon hire.

B. Current employees are directed to the school district's employee assistance program through the school district's extranet.

Cross Reference:

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



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.059

TO: School Board

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

DATE: December 21, 2007

RE: Approval of Policy

Attached please find the policy, Subpoena of a School District Employee (443).

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

LPN:mde  
Attachment

## Board Policies

### Subpoena of a School District Employee

School Board Policy: 443

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 4/26/1994

Date Revised: 4/9/2007

Dates Reviewed: 4/26/1994

11/24/1997

11/9/1998

12/9/2002

4/9/2007

#### I. PURPOSE

The purpose of this policy is to protect the privacy rights of employees and students of Moorhead Area Public Schools ~~District employees and students~~ under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

#### II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for employees of Moorhead Area Public Schools ~~District employees~~ who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

#### III. DATA CLASSIFICATION

A. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statute Chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to informed consent by the subject of the data or pursuant to a valid court order or a parent/guardian if the subject of the data is a minor.** A subpoena is not a court order under the MGDPA.

B. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent/guardian of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

#### IV. APPLICATION AND PROCEDURES

A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the Superintendent or designee that the employee has received a subpoena.

B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the Superintendent or designee responsible for the collection, use and dissemination of data.

C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable Moorhead School Board policies and collective bargaining agreements.

D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References:

Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)  
Minnesota Rules 1205.0100, Subp. 5 (Minnesota Rules Regarding Data Practices)  
20 U.S.C. 1232g (Family Educational Rights and Privacy Act)

Cross Reference:

Moorhead School Board Policy 414: Employee Public and Private Personnel Data  
Moorhead School Board Policy 504: Protection and Privacy of Pupil Records



Superintendent of Schools  
**Moorhead Area Public Schools**

Memo S.08.060

TO: School Board

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

DATE: December 21, 2007

RE: Approval of Policy

Attached please find the policy, Master Agreements with Employee Groups (480).

Suggested Resolution: Move to approve the policy, Master Agreements with Employee Groups (480), as presented.

LPN:mde  
Attachment



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Board Policies

**Master Agreements with Employee Groups**

**School Board Policy:** 480

**Section:** 400 EMPLOYEE/PERSONNEL

**Date Adopted:** 12/13/1999

**Date Revised:** 2/9/2004

**Dates Reviewed:** 2/9/2004

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I. PURPOSE

This policy is intended to minimize misunderstandings related to final, officially approved changes in the master agreement by both parties.

II. GENERAL STATEMENT ~~OF POLICY~~

A. Approved negotiated master agreements shall be ~~typed~~ prepared in final form and signed within two weeks of the approval of a new master agreement.

B. Any agreed to retroactive compensation shall occur only when the newly approved master agreements have been signed by all parties.

C. Original signature copies of signed master agreements will be maintained in the Department of Human Resources for the district.

D. Once master agreements have been signed, neither party may change contract language for the duration of the agreement. Memorandums of Understanding (MOU) may be developed during the term of the master agreement to meet specific needs of the parties to the master agreement.



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.061

TO: School Board

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

DATE: December 21, 2007

RE: Approval of Policy

Attached please find the policy, School Board Public Hearings (212).

Suggested Resolution: Move to approve the policy, School Board Public Hearings (212), as presented.

LPN:mde  
Attachment

## Board Policies

### School Board Public Hearings

School Board Policy: 212

Section: 200 SCHOOL BOARD

Date Adopted: 8/27/2001

Date Revised: 10/10/2005

Dates Reviewed: 10/10/2005

#### I. PURPOSE

The School Board of the Moorhead Area Public Schools recognizes the importance of obtaining public input on matters properly before the School Board.

#### II. GENERAL STATEMENT OF POLICY

In order for the School Board to efficiently receive public input on matters properly before the School Board, the following procedures have been adopted.

#### III. PROCEDURES

A. Public Hearings - Public hearings are required by law to be held concerning certain issues, including but not limited to, school closings (Minnesota Statute 123B.51), notice of proposed property taxes (Minnesota Statute 275.065), education district establishment (Minnesota Statute 123A.15) and agreements for secondary education (Minnesota Statute 123A.30). Additionally other public hearings may be held by the School Board on school district matters at the discretion of the School Board.

B. Notice of a Public Hearing - Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in a manner as required for regular or special School Board meeting or as otherwise determined by the School Board.

C. Public Participation - The School Board retains the right to require those desiring to address the School Board to complete a written request that includes the name, address of the person or group, and a brief statement on the subject to be covered or the issue to be addressed. This is to be given to the School Board Clerk or School Board Secretary before addressing the School Board.

1. The School Board retains the discretion to limit the time for each presentation as needs dictate;

2. Only those speakers recognized by the Chair will be allowed to speak. A School Board member will direct any remarks or questions through the Chair. The Chair may request Administration to respond to a question or issue. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the School Board, or the proceedings, may be directed to leave.

3. Personal attacks by anyone addressing the School Board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the School Board. This assures open and orderly public discussion as well as protects the due process and privacy rights of individuals under the law.

4. Depending upon the number of persons in attendance seeking to be heard, the School Board reserves the right to impose other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

#### Legal References:

Minnesota Statute 123A.30 (Agreements for Secondary Education)

Minnesota Statute 123A.15 (Establishing Education Districts Establishment)

Minnesota Statute 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; School Closings)

Minnesota Statute 275.065 (Proposed Property Taxes; Notice Truth and Taxation)

#### Cross References:

Moorhead School Board Policy 210: School Board Meeting Rules of Order

Moorhead School Board Policy 211: Open and Closed School Board Meetings



Superintendent of Schools  
**Moorhead Area Public Schools**

Memo S.08.062

TO: School Board

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

DATE: December 21, 2007

RE: Approval of Policy

Attached please find the policy, Decision Making in Moorhead Area Public Schools (220).

Suggested Resolution: Move to approve the policy, Decision Making in Moorhead Area Public Schools (220), as presented.

LPN:mde  
Attachment

Board Policies

**Decision Making in Moorhead Area Public Schools**

School Board Policy: 220

Section: 200 SCHOOL BOARD

Date Adopted: 8/8/1994

Date Revised: 2/9/2004

Dates Reviewed: 08/08/1994  
04/12/1999  
2/9/2004

**I. PURPOSE STATEMENT**

The Moorhead School Board believes that the opportunity for involvement and input by the stakeholders in the district results in insightful, effective and efficient decisions. The School Board also believes that learning is enhanced, accountability increased and innovation and excellence are encouraged when employees and stakeholders are able to make or share in decisions within identified parameters.

The Superintendent is charged with encouraging collaboration and participation in decision making as appropriate and implementing a decision-making process within the school district which empowers staff and parents within the following parameters.

**II. GENERAL STATEMENT OF POLICY**

Decision-making parameters in Moorhead Area Public Schools at all levels must:

- \* Be focused on how the decision will first affect students.
- \* Be directed toward the improvement of instruction and student achievement.
- \* Be inclusive of parents, students and community members.
- \* Be aligned with the mission and beliefs of the school district.
- \* Be research based and data driven.
- \* Be aligned with and support the ~~Five Year Educational Plan~~ Strategic Plan and School Improvement/Program Plan (as required).
- \* Be consistent with the assumptions in the Annual Operating Plan.
- \* Be reflective of School Board Policy and Administrative Regulations procedures.
- \* Be in compliance with federal, state and local laws, regulations and mandates.
- \* Be congruent with bargaining unit master contract language.

The final decision regarding parameters and the level at which decisions are made is determined by the Superintendent unless parameters are otherwise specified by the School Board, rules and statutes promulgated by the State of Minnesota, or the federal government.

**Cross References:**

Moorhead School Board Policy 221: School Board Policy Development, Adoption, Implementation, and Review

Moorhead School Board Policy 301: School District Administration

Moorhead School Board Policy 810: Establishment, Adoption and Modification of School District's Financial Annual Operating Plan



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.063

TO: School Board

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

DATE: December 21, 2007

RE: Approval of Policy

Attached please find the policy, Superintendent's Advisory Council (SAC) (312).

Suggested Resolution: Move to approve the policy, Superintendent's Advisory Council (SAC) (312), as presented.

LPN:mde  
Attachment

Board Policies

**Superintendent's Advisory Council (SAC)**

**School Board Policy:** 312

**Section:** 300 DISTRICT ADMINISTRATION

**Date Adopted:** 9/12/1989

**Date Revised:** 2/9/2004

**Dates Reviewed:** 08/09/1990

10/20/1997

11/16/1998

2/9/2004

**I. PURPOSE**

The Superintendent's Advisory Council (SAC) exists to provide: a) a communications network for parents from all schools across the school district and b) a communication link between parents/guardians and the school district administration.

**II. GENERAL STATEMENT ~~OF POLICY~~**

**A. Items for discussion may include:**

- o Explanation of present policy or practices,
- o Feedback on potential changes or additions to present policy or practice,
- o Concerns regarding the instructional or other programs in the school district,
- o Input into short/long range planning for the school district,
- o Methods of improving communications within the school district and community,
- o Sharing among and between buildings.

**B. Decision Making Authority**

The SAC is advisory in nature and provides input and feedback to the Superintendent.

**C. Composition of Membership**

The SAC membership shall be comprised of one or two members of each building Parent Teacher Advisory Council (PTAC) group, one Indian Education Parent Committee member, one Early Childhood Family Education Advisory Council member, and one Community Education Advisory Council member. The selection and length of term of members shall be determined by the representative groups. The Superintendent may appoint other representatives as deemed appropriate. The Superintendent will invite individual Moorhead ~~s~~School ~~b~~Board member representatives to the monthly meetings on a rotating basis.

**D. Meeting Date/Time**

The Superintendent's Advisory Council will establish appropriate meeting dates and times at the September meeting.





Superintendent of Schools  
**Moorhead Area Public Schools**

Memo S.08.064

TO: School Board

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

DATE: December 21, 2007

RE: Approval of Policy

Attached please find the policy, Patriotic Exercises (633).

Suggested Resolution: Move to approve the policy, Patriotic Exercises (633), as presented.

LPN:mde  
Attachment

## Board Policies

### Patriotic Exercises

School Board Policy: 633

Section: 600 EDUCATION PROGRAMS

Date Adopted: 6/10/1986

Date Revised: 11/10/2003

Dates Reviewed: 12/1/1990

6/24/1996

11/10/2003

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#### I. PURPOSE

The Moorhead Area Public School Board believes that one's respect of country is promoted by the ceremonies and observances held in the public schools and that the flag of the United States is a symbol of our American heritage and democratic ideals. The purpose of this policy is to provide for recitation of the Pledge of Allegiance and instruction in school to help further that end.

#### II. GENERAL STATEMENT OF POLICY

In all classroom buildings K-12, the Pledge of Allegiance to the flag of the United States of America will be recited at least one or more times each week. The recitation shall be conducted:

A. By each individual classroom teacher or the teacher's surrogate; or

B. Over a school ~~intercom~~ audio or video communication system by a person designated by the ~~school principal~~ building administrator or other person having administrative control over the school.

The School Board wishes to set an example for the school district's staff and students. Therefore, the Pledge of Allegiance shall be recited at the beginning of each meeting of the School Board.

#### III. EXCEPTIONS

Any student or staff member who, for reasons of conscience, does not wish to salute the flag or say the ~~Pledge of~~ Allegiance, will be excused from the exercises. A teacher may have a student or other representative lead the class in the Pledge of Allegiance.

#### IV. INSTRUCTION

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag and in patriotic exercises.

#### Legal Reference:

Minnesota Statute 121A.11, Subd. 3 (Pledge of Allegiance)

Minnesota Statute 121A.11, Subd. 4 (Instruction)

**INDEPENDENT SCHOOL DISTRICT #152**

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

January 28, 2008

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 A. Ladwig _____ | Larry P. Nybladh _____  |

**A G E N D A**

**1. CALL TO ORDER**

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

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

- D. "We Are Proud"

**\*\*\* We Are Proud** of Grace Lamb, a member of the Moorhead High School girls swimming team, for advancing to the state swim meet in the 100 yard backstroke. Coaches are Pat Anderson, Jeff Schneider and Amanda Henry.

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

S-119-305  
28 Jan 2008

## SCHOOL BOARD AGENDA - January 28, 2008

### PAGE 2

#### 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 5-7
- (2) Acceptance of Dakota Medical Foundation Grant - Pages 8-16
- (3) Approval of Affiliation Agreement - Pages 17-23

##### B. BUSINESS SERVICE MATTERS - Kazmierczak

##### C. HUMAN RESOURCE MATTERS - Nielsen

- (1) Approval of Change in Contract - Page 24
- (2) Approval of Family/Medical Leave - Page 25
- (3) Approval of New Employees - Page 26

##### D. SUPERINTENDENT MATTERS - Nybladh

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

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

#### 3. BUS DRIVER/BUS ASSISTANT CONTRACT: Nielsen

Page 27

Suggested Resolution: Move to approve the Bus Driver/Bus Assistant Contract as follows:

|           |                    |             |
|-----------|--------------------|-------------|
| 2007-2008 | \$15,439.00        | 4.9%        |
| 2008-2009 | <u>\$16,406.00</u> | <u>5.0%</u> |
| Total     | \$31,845.00        | 9.9%        |

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

**SCHOOL BOARD AGENDA - January 28, 2008**

**PAGE 3**

4. **FIRST READING OF POLICIES:** Nybladh  
Pages 28-65
5. **COMMITTEE REPORTS**
6. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**
7. **ADJOURNMENT**

**SCHOOL BOARD AGENDA - January 28, 2008****PAGE 4****CALENDAR OF EVENTS**

| <u>Event</u>                       | <u>Date</u>    | <u>Time</u>      | <u>Place</u>    |
|------------------------------------|----------------|------------------|-----------------|
| Kindergarten Task Force            | January 29     | 3:30-5 pm        | PCE             |
| Staff Prof Dev (Before/After Schl) | January 30     |                  |                 |
| Asp Parent Social                  | February 4     | 6:30 pm          | Media Center    |
| Reinertsen PTAC                    | February 4     | 6:30 pm          | Media Center    |
| High School PTAC                   | February 4     | 7 pm             | Conference Room |
| Continuing Educ Com                | February 5     | 6:45 am          | Village Inn     |
| Kindergarten Task Force            | February 5     | 3:30-5 pm        | PCE             |
| Hopkins PTAC                       | February 5     | 6:30-8 pm        | Media Center    |
| Staff Prof Dev (Before/After Schl) | February 6     |                  |                 |
| Indian Educ Parent Com             | February 6     | 5 pm             | PCE             |
| Joint Powers Com                   | February 7     | 7 am             | Clay County     |
| Human Rights Committee             | February 7     | 3:45 pm          | PCE             |
| Horizon PTAC                       | February 7     | 7 pm             | Media Center    |
| School Board                       | February 11    | 7 pm             | PCE             |
| Kind P/T Confs (Day)               | February 11-12 |                  |                 |
| K-12 P/T Confs                     | February 11-12 | 5-8:30 pm        |                 |
| Com Ed Advisory Council            | February 12    | 7 pm             | PCE             |
| K-5 P/T Confs                      | February 13    | 8-11 am, 12-4 pm |                 |
| K-12 No School                     | February 13    |                  |                 |
| Teacher Comp Day - No School       | February 14    |                  |                 |
| Health/Safety/Wellness Com         | February 14    | 9:30 am          | PCE             |
| K-12 No School                     | February 15    |                  |                 |
| Presidents' Day - No School        | February 18    |                  |                 |
| Kindergarten Task Force            | February 19    | 3:30-5 pm        | PCE             |
| Interagency Early Interv Com       | February 20    | 12 pm            | FSC             |
| Staff Prof Dev (Before/After Schl) | February 20    |                  |                 |
| Instr and Curr Advisory Com        | February 21    | 7-9 am           | PCE             |
| Safe and Healthy Learners Com      | February 25    | 3-4 pm           | PCE             |
| School Board                       | February 25    | 7 pm             | PCE             |
| Technology Committee               | February 26    | 3:45 pm          | PCE             |



Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.085 C

TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
DATE: January 23, 2008  
RE: Donation

Moorhead Area Public Schools has received a donation of \$350.42 from the North Dakota Academy of Physician Assistants and American Academy of Physician Assistants. The funds will be used for leveled books on health literacy for the guided reading library at SG Reinertsen Elementary.

**SUGGESTED RESOLUTION:** Move to accept the donation of \$350.42 from the North Dakota Academy of Physician Assistants and American Academy of Physician Assistants and direct administration to send a thank you.

NDAPA Public Relations Chair  
4284 14<sup>th</sup> St S  
Moorhead, MN 56560

LAK/kmr





Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.080 C

TO: Dr. Larry P. Nybladh  
FROM: Lynne Kovash *LK*  
DATE: January 21, 2008  
RE: Donation

Moorhead Area Public Schools has received a donation of six bikes from Horace Mann Insurance and the American Heart Association. The approximate value of the bikes is \$370. Two bikes will be given to each of the three elementary schools in support of the Jump Rope for Heart project.

**SUGGESTED RESOLUTION:** Move to accept the donation of six bikes with approximate value of \$370 from Horace Mann Insurance and the American Heart Association and direct administration to send a thank you card.

Kevin Van Dyke  
Horace Mann Insurance  
1001 Center Avenue  
Moorhead, MN 56560

Wayne Geary  
Youth Market Director  
American Heart Association  
21489 Hillside Beach Road  
Fergus Falls, MN 56537

LAK/kmr



Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.081 C

TO: Dr. Larry P. Nybladh

FROM: Lynne Kovash *LK*

DATE: January 21, 2008

RE: Donation

Moorhead Area Public Schools has received a donation of \$250.00 from the Moorhead Soroptomists and \$250.00 from the Fargo Soroptomists. The funds will be used for GO (Girls Only) after school development program for sixth grade girls, which will be held in January at Horizon Middle School

**SUGGESTED RESOLUTION:** Move to accept the donation of \$250.00 from the Moorhead Soroptomists and \$250.00 from the Fargo Soroptomists and direct administration to send a thank you.

Ruth Korsmo President  
Moorhead Soroptomists  
3111 S Rivershore Dr  
Moorhead, MN 56560

Ardis Haaland, Treasurer  
Fargo Soroptomists  
3253 17<sup>th</sup> Ave S  
Fargo, ND 58103

LAK/kmr



Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.082 C

TO: Dr. Larry P. Nybladh  
FROM: Lynne Kovash *LK*  
DATE: January 22, 2008  
RE: Dakota Medical Foundation Grant

Attached is the Grant Agreement from the Dakota Medical Foundation/Dakota Medical Charities to Moorhead Area Public Schools for the Anatomical Seating Tools for Use with Special Needs and Typical Classroom Students Grant. The grant is in the amount of \$500. The funds will be used to purchase anatomical seating tools, Movin' Sit Cushions, for use with special needs and typical classroom students at SG Reinertsen Elementary.

**SUGGESTED RESOLUTION:** Move to accept the grant award from Dakota Medical Foundation/Dakota Medical Charities in the amount of \$500 for anatomical seating tools.

LAK/kmr  
Attachment



**GRANT AGREEMENT**  
by and between  
**DAKOTA MEDICAL FOUNDATION/DAKOTA MEDICAL CHARITIES and**

**GRANT PARTNER:** Moorhead Public Schools

**ADDRESS:** c/o S.G. Reinertsen Elementary School  
1201 40<sup>th</sup> Ave S Moorhead, MN 56560

**CONTACT PERSON:** Kim Koeck, Teacher

**GRANT AMOUNT:** \$500

**PROJECT TITLE:** Anatomical Seating Tools for Use with Special Needs and Typical Classroom Students

**PROJECT DESCRIPTION:** To purchase anatomical seating tools - Movin' Sit Cushions - for use with special needs and typical classroom students.

**PROJECT START DATE:** December 15, 2007

**PROJECT END DATE:** June 15, 2008

**PAYMENT SCHEDULE:** January 15, 2008

**REPORT SCHEDULE AND REQUIREMENTS:** **FINAL REPORT**  
Due date: June 15, 2008  
To include:  
1. Impact of cushions on student's overall health and learning capacity.  
2. Copy of purchase invoice for cushions.

**THIS AGREEMENT** ("Agreement") by and between Dakota Medical Foundation/Dakota Medical Charities ("Foundation") and **Moorhead Public Schools** ("Grant Partner") is effective on the **19<sup>th</sup> day of December, 2007** ("Effective Date").

The Foundation and the Grant Partner agree as follows:

**I. USE OF GRANT FUNDS, GRANT CHANGES/AMENDMENTS**

**A. Authorized Use of Grant Funds.**

1. Grant Partner must expend the grant funds solely for tax exempt 501(c)(3) charitable and/or educational purposes and/or governmental purposes as defined by the U.S. Internal Revenue Code to carry out the project entitled **Anatomical Seating Tools for**

**Use with Special Needs and Typical Classroom Students** as described in Grant Partner's application dated **December 6, 2007** which is hereby incorporated into this Agreement. Grant funds shall only be expended in accordance with the specifications and time frame contained in the Grant Application.

2. No part of the grant shall be used:
  - a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of Code section 4945(d)(1);
  - b. To influence the outcome of any specific public election, or to carry on (directly or indirectly) any voter registration drive within the meaning of Code section 4945(d)(2);
  - c. To make any grants which do not comply with the individual grant requirements of Code section 4945(d)(3) or the organizational grant requirements of Code section 4945(d)(4);
  - d. To undertake any activity for any purpose other than a charitable purpose specified in Code section 170(c)(2)(b); or
  - e. To provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity.

**B. Grant Changes/Amendments.**

1. Grant Partner shall notify the Foundation **prior to** deviations from the original application including, but not limited to, changes in: project purpose, timeline, budget, or personnel. Such amendments, changes, or modifications shall be effective only upon written approval by the Foundation. Failure to notify the Foundation of deviations may result in grant termination and repayment of any expenditures associated therewith.
2. The Grant Partner **is allowed** to implement a **ten-percent variance between budget line items** without Foundation approval. It is understood that the variance is an adjustment **between** budget line items only and will not increase the overall grant budget.

**II. REPORTS**

**A. Grant Reports/Performance Monitoring/Evaluation.**

1. The Grant Partner agrees to submit interim and final reports to the Foundation according to the schedule set forth in this agreement including and without limitation: 1) a financial report comparing the amounts actually expended for each item with the budgeted amount approved by the Foundation and 2) a final report upon completion of the grant period. Grant Partners who fail to submit required reports will not be eligible for future funding from the Foundation.
2. Grant Partner shall also submit any other grant reports requested by the Foundation, within a reasonable time period, utilizing the format designated by the Foundation. Grant Partner shall also supply the Foundation with information necessary or desirable to permit the Foundation to review the grant's use and its effect on the public status of Grant Partner.
3. The Grant Partner understands that Foundation staff may schedule site visits as part of its regular monitoring and evaluation process.

- B. Authorized Agent.** For purposes of administration of the reporting and compliance provisions of this agreement, the Foundation's authorized agent is J. Patrick Traynor, President.

C. **Changes in Financial Position/Management Team/Organizational Structure.**

1. **Grant Partner shall notify the Foundation immediately if there is any substantial negative change in Grant Partner's financial position, management team members, or organizational structure.** Grant Partner shall supply the Foundation, upon its request, with any information as may be necessary or desirable to permit the Foundation to review Grant Partner's financial status, management team and/or organizational structure.

- D. **Conflicts of Interest Disclosure Form.** Grant Partner acknowledges that Grant Partner must continuously disclose Grant Partner's potential conflicts of interest with the Foundation so that the Foundation can protect its tax-exempt status by avoiding transactions, arrangements, or uses of the Foundation's funds that might unreasonably benefit the private interests of Grant Partner or any individual, including benefits to Grant Partner's related persons, which include without limitation, Grant Partner's directors, trustees, officers, committee members, agents, contractors, key employees, and/or anyone acting on Grant Partner's behalf in any capacity, or immediate family members thereof.

Thus, the President/Executive Director (or equivalent thereof) of Grant Partner, and the President/Chair (or equivalent thereof) of the board of directors of Grant Partner shall complete or arrange for the completion of the attached Foundation Conflicts of Interest Disclosure Form ("form") and shall have a continuing obligation to immediately update the form if at any time throughout the grant period there is new information to report on the form.

(initial here) I've read the above paragraph and understand our obligations relating to conflicts of interest.

III. **TERMINATION AND REPAYMENT**

- A. **Termination.** This Agreement shall automatically terminate at the project end date provided that all obligations which are by their nature continuing, including without limitation Sections II., III. A., IV., V. A.-E. and VI. B., shall survive any expiration or termination of this Agreement. This Agreement may be terminated by the Foundation at any time upon written notice to Grant Partner for any reason, including but not limited to: 1) The Foundation is not satisfied, in its sole discretion, with the performance of the project, Grant Partner's financial status, changes in organizational structure or management team members, or 2) Grant Partner fails to comply with one or more conditions of this Agreement. If this Agreement is terminated prior to the scheduled completion of the project the Grant Partner shall provide the Foundation with a full accounting of the grant amount, including without limitation, a description of all expenses relating to the project and receipts for grant funds expended.

B. **Repayment.**

1. If grants funds have not been completely expended by the project end date, the Grant Partner may return the unspent funds to the Foundation or provide an accounting of the unspent balance and a proposed plan to expend the remaining funds. If the Foundation does not approve the proposed plan to expend the grant funds beyond the original grant period, the Grant Partner agrees to repay the unspent balance within 30 days of written notice by the Foundation.
2. Within 30 days after demand by the Foundation, Grant Partner shall repay to the Foundation the amount requested to be repaid, including any interest earned thereon, in the event that the Foundation, in its sole discretion, determines that the Grant Partner:
  - a. has violated the terms of this Grant Agreement or prior Grant Applications or Grant Agreements; or



- b. has made an unauthorized use of grant funds; or
- c. has changed the purpose of the project, failed to conduct the specified project within the time frame set forth, or within the budget parameters set forth; or
- d. has changed its charitable purposes, or has ceased to be exempt under Section 501(c)(3) of the Code, or has ceased to be a public charity or operation foundation as described in Sections 509 and 4942 of the Code, respectively.

**Repayment will not be required as to funds properly expended pursuant to the terms of this Agreement through the date of receipt of written notice of termination to Grant Partner.**

#### **IV. ACCOUNTING**

- A. **Accounts and Records.** Grant Partner shall establish and maintain accurate and complete accounts and financial or other records in relation to the receipt and expenditure of any and all grant funds for the project so they adequately show that the grant funds were used exclusively for the purposes described in this agreement.

Whether or not Grant Partner maintains a separate bank account, this grant should be treated as a "restricted fund" and no part of it shall be used for purposes other than those designated for this grant.

These project accounts and records shall be retained by the Grant Partner from the Effective Date of this Agreement and for at least three (3) years following the project end date.

- B. **Audit.** The project accounts and records of the Grant Partner shall be audited in the same manner as all other accounts and records of the Grant Partner are audited. The Grant Partner's project accounts and records (including but not limited to accounts and records relating to the project) may be audited and/or inspected on the Grant Partner's premises or otherwise by individuals or organizations designated and authorized by the Foundation at any time during the period specified in this grant agreement and within three years thereafter.

#### **V. GENERAL CONDITIONS**

##### **A. Publicity/Acknowledgement.**

1. The Foundation encourages you to publicize this grant. The Grant Partner shall refer to the Foundation in any printed publicity related to the grant award or the project supported by the grant. However, please do not issue press releases, public announcements or news articles without first consulting the Foundation. The Foundation will review and approve or revise releases. Grant Partner agrees to make any reasonable changes suggested by the Foundation.
2. Foundation funding should be acknowledged on all graphic material, programs and other publications related to the project.
3. If representatives of your organization are interviewed by news media about activities supported by this grant, we would appreciate your citing the support of the Foundation.
4. Oral acknowledgement should be given at any event for which there is no printed material.
5. Please include in your grant reports copies of any coverage this grant receives in newspapers, newsletters, or other publications.



**B. Right to Use Name.**

The Grant Partner authorizes the Foundation to use the name of the Grant Partner and project partners as part of press releases, brochures, newsletters, and other publications prepared for the purpose of public education and information, and to demonstrate the Foundation's scope of grantmaking. The use of the name of the Grant Partner in our publications is for example only and does not convey or imply that the Foundation will make future awards to the Grant Partner.

**C. Copyright, Foundation Use of Data and Public Use Data Types.**

1. All copyright interests in materials produced as a result of this grant are owned by the grant Partner. The Grant Partner grants to the Foundation a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use and license to others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.
2. The Grant Partner represents and warrants that the material produced by the Grant Partner under this grant will be original and not infringe upon any copyright or any other right of any other person, and has not previously been published.

**D. Privacy and Security of Health Information.** The Grant Partner represents and warrants that any individually identifiable health information used or disclosed in connection with the grant will be obtained in compliance with applicable statutes and regulations regarding the privacy and security of such information, including but not limited to the Health Information Portability and Accountability Act of 1996, 42 U.S.C. Section 201 et seq (42 U.S.C. Section 1320d-1320d-8), and that in any reporting to the Foundation, such data will be de-identified within the meaning of the HIPAA privacy rule or will be otherwise permissible by law.

**E. Defense; Indemnification.** Grant Partner hereby agrees to indemnify, defend and hold harmless the Foundation and its officers, directors, employees and agents from any liability, damage, loss or expense (including reasonable attorney fees and expenses of litigation) incurred or imposed upon the Foundation in connection with any claims, suits, actions, demands, or judgments arising out of or connected with the project or the grant. Grant Partner shall promptly notify the Foundation of any such claim, and shall cooperate with the Foundation in defense of the claim. Grant Partner agrees, at its own expense, to engage counsel approved in writing by the Foundation to assist in defense of such claim.

**F. Binding Agreement and Assignment.** Except as otherwise provided in this agreement, Grant Partner shall perform within its own organization the work provided for under this Agreement and shall not assign, subcontract, sublet, or transfer any of the work described without receiving written consent from the Foundation. This Agreement shall inure to the benefit of and be binding on the Foundation and Grant Partner and its successors and assignees, if any.

**G. Independent Parties.** The relationship between Grant Partner and Foundation is that of independent contractors and not that of principal and agent, employer and employee, partnership or joint ventures. No party hereto has the authority to bind the other party without express written authorization of the other party.

**H. No Third Party Rights.** It is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement, and that the covenants and agreements set forth in this Agreement shall be solely for the benefit of and enforceable only by the parties or their respective successors and assigns as permitted hereunder.





**DAKOTA MEDICAL FOUNDATION/DAKOTA MEDICAL CHARITIES  
ORGANIZATIONAL ENTITY GRANT PARTNER  
CONFLICTS OF INTEREST DISCLOSURE FORM**

Grant Partner acknowledges that Grant Partner must continuously disclose Grant Partner's potential conflicts of interest with Dakota Medical Foundation/Dakota Medical Charities ("Foundation") so that the Foundation can protect its tax-exempt status by avoiding transactions, arrangements, or uses of the Foundation's funds that might unreasonably benefit the private interests of any individual or Grant Partner, including benefits to Grant Partner and Grant Partner's related persons, which include without limitation, Grant Partner's directors, trustees, officers, committee members, agents, contractors, key employees, and/or anyone acting on Grant Partner's behalf in any capacity or immediate family members thereof.

Thus, the President/Executive Director (or equivalent thereof) of Grant Partner, and the President/Chair (or equivalent thereof) of the Board of Directors of Grant Partner, shall complete, or arrange for the completion of this Foundation Conflicts of Interest Disclosure Form ("form") and shall have a continuing obligation to immediately update the form if at any time throughout the grant period there is new information to report on the form.

***Potential Conflicts***

I acknowledge that the Foundation must be informed about *any* potential conflicts of interest any individual or Grant Partner, Grant Partner's related persons, and/or anyone acting on grant Partner's behalf in any capacity may have with the Foundation and any of the Foundation's officers, directors and staff, including without limitation, any opportunities that Grant Partner and/or Grant Partners related persons or any individual may have to direct the use of the Foundation's funds directly or indirectly to any of Grant Partner's related persons or their immediate family members, any individual, or any organization in which Grant Partner or Grant Partner's related persons may have a financial interest or position of control.

I have the following concerns about any potential conflicts of interest that Grant Partner or Grant Partner's related persons may have with the Foundation and any of its officers, directors and staff:

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I have, to the best of my knowledge, disclosed all potential or actual conflicts of interest with the Foundation. I agree to immediately report to the Foundation any changes in my above representations.

\_\_\_\_\_  
Signature of President/Executive Director  
(or equivalent thereof) of Grant Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of President/Chair (or equivalent thereof)  
of the Board of Directors of Grant Partner

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature of President/Chair (or equivalent thereof)  
of the Board of Directors of Grant Partner

William Tomhave  
(Please print name of above signature)

Title: School Board Chair

Date: January 28, 2008



Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.083 C

TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
DATE: January 21, 2008  
RE: Affiliation Agreement

Attached is an affiliation agreement with the College of St. Catherine, Minneapolis, MN for the Moorhead Area Public School District to serve as a clinical education experience center for the preparation of Occupational Therapists. Moorhead Area Public School Policy 921 supports the agreements with universities and colleges to provide field experiences for pre-service teachers.

Moorhead Area Public Schools would provide occupational therapy students of the College of St. Catherine an opportunity to complete a clinical education experience with licensed Occupational Services by the state of Minnesota.

**SUGGESTED RESOLUTION:** Move to approve the affiliation agreement with the College of St. Catherine, Minneapolis, MN for Occupational Therapy students.

LAK/kmr  
Attachment



## **AGREEMENT FOR CLINICAL EXPERIENCE**

This agreement is between The College of St. Catherine with campuses in Minneapolis at 601 25th Avenue South, Minneapolis, MN 55454, and St. Paul at 2004 Randolph Avenue, St. Paul, MN 55105 (the "College") and **Moorhead School District – ISD#152** receiving agency").

Students enrolled in educational programs offered by the College are required to participate in one or more clinical experiences.

The term "clinical" includes instructional experiences which may be called "clinical field experience," "practicum," or "internship," by a specific program of the College.

The College and the receiving agency wish to enter into this agreement to define the terms under which students enrolled in the programs may participate in a clinical experience at the receiving agency.

The College and the receiving agency wish to enter into this agreement to define the terms under which students enrolled in the programs listed in Exhibit A (attached) may participate in a clinical experience at the receiving agency.

Accordingly, the College and the receiving agency agree as follows:

### **1. Placement of Students**

Placement of each student from one of the programs at the receiving agency is subject to the following conditions:

- a. The appropriate department head at the receiving agency and applicable College Program Director agree to the placement of specific program students within a specified department and shall agree in writing as to the specific arrangements (number of students accepted, starting date, duration of the experience).
- b. The College will furnish the receiving agency with written objectives for each student clinical experience as well as guidelines for evaluating student success.

### **2. Contract Period**

This agreement is effective beginning November 27, 2007 and will renew automatically for succeeding academic years unless either party gives the other written notice on or before August 1 that it will not renew the contract for the academic year beginning the following September.

3. **Insurance**

The College will maintain the following types of insurance covering each faculty member and student participating in a clinical experience at the receiving agency:

- a. General liability insurance in the amount not less than one million dollars (\$1,000,000) for each occurrence and annual aggregate.
- b. Professional/medical malpractice insurance in an amount not less than one million dollars (\$1,000,000) for each claim and two million dollars (\$2,000,000) annual aggregate.

4. **Supervision**

Supervision for students in the Nursing Program (with the exception of those participating in a receiving agency preceptorship) will be as follows: a qualified College faculty member will accompany the students to the receiving agency and will be responsible for direct supervision of the clinical experience. Such faculty member will plan for and direct each student experience subject to agreement of the receiving agency's department head.

All other students, including Nursing students participating in a receiving agency preceptorship will be supervised as follows: a qualified College faculty member will be responsible for frequent conferences or consultations with the receiving agency department head or other staff designee who will have immediate responsibility for the day to day supervision of the students' clinical experiences.

5. **Agency Policies**

The students and faculty shall be subject to the rules and regulations of the receiving agency which may change from time to time.

The College will require each student participating in a clinical experience to acknowledge in writing that s/he agrees to be bound by the receiving agency's rules and regulations provided that the receiving agency shall inform College faculty and students of such rules and regulations.



6. **Documentation of Health Status**

Prior to their participation in a clinical experience at the receiving agency, the College will obtain the following from each faculty member and student:

- a. Evidence of immunity to rubeola (red measles) as demonstrated by one or more of the following: (1.) Physician documentation of two doses of live measles vaccine on or after the 1st birthday; or (2.) Documentation of physician diagnosed measles; or (3.) Laboratory evidence (blood titer) of immunity to measles; or (4.) A date of birth that is before January 1, 1957.
- b. Evidence of immunity to rubella as demonstrated by: (1.) Laboratory evidence (blood titer) of immunity to rubella; or (2.) Documented immunization with live virus vaccine on or after their first birthday.
- c. Evidence of the absence of tuberculosis as demonstrated annually by a negative Mantoux test within the year preceding entrance into the clinical facility. In the event that the Mantoux test is positive, faculty and students will be required to provide documentation of a negative chest x-ray upon admission to their academic program or documentation of having received the INH series followed by documentation of one negative chest x-ray at the time of admission to their academic program.

Documentation of immunization or positive antibody titer to Hepatitis B or a signed waiver declining Hepatitis B vaccination, (applicable to students and faculty members participating in clinical experiences where patient contact is expected and where exposure to body fluids may reasonably be anticipated) including those enrolled in the following programs:

- Doula Program (pilot program)
- Holistic Health Studies (MAHS)
- Health Information Management
- Interpreting
- Nursing (C.N.A., AD, BSN, MANU)
- Occupational Therapy Assistant
- Occupational Therapy (MA)
- Ophthalmic Technician
- Phlebotomy
- Physical Therapist Assistant
- Physical Therapy (MPT)
- Physical Therapy (DPT)
- Radiography
- Respiratory Care
- Social Work
- Sonography

- d. For all health care students with direct patient contact: Chickenpox Immunity (Varicella) - a) Reliable history of disease **or** b) Documentation of blood screen immunity (printed Lab report).

7. **Access and Confidentiality**

The receiving agency will give students and College faculty responsible to supervise those students, access to patients, records and equipment as required by the clinical experience and as determined by mutual agreement between the appropriate department head of the receiving agency and College Program Director. The College assures that its students recognize the importance of confidentiality provisions in compliance with federal law. Students are understood as “trainees” therefore, “members of the workforce” of the affiliating agency under HIPAA privacy laws and will participate in any additional site-specific training as required.

8. **Accreditation**

If the receiving agency is a hospital, the hospital will maintain JCAHO accreditation.

9. **Responsibility for Care**

The receiving agency will retain responsibility for the care of clients and will maintain administrative and professional supervision of students insofar as the presence of the educational program affects the operation of the receiving agency and/or direct or indirect care of clients.

10. **Right to Terminate Participation**

The receiving agency, in maintaining its standard of patient care and safety, reserves the right to expel any student or instructor from the receiving agency facility and to refuse any such person further participation in a clinical experience under this agreement.

11. **Background Studies**

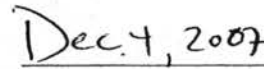
Notwithstanding anything herein to the contrary, or appearing to be to the contrary, the College of St. Catherine agrees and represents that it will be responsible for conducting Minnesota Department of Human Services background studies of all the students who are participating in the clinical experience in accordance with applicable Minnesota law and regulations requiring Minnesota Department of Human Services background studies of individuals who have direct contact with patients. (“Direct contact” means providing face-to-face care, training, supervision, counseling, consultation or medication assistance to patients).

12. Amendments

This agreement may be amended at any time upon the mutual consent of the parties. All such amendments must be in writing and signed by the authorized representatives of the parties.



Colleen Hegranes  
Senior Vice President



Date

\_\_\_\_\_  
Director of Learner Support Services

\_\_\_\_\_  
Date

(After signing above, please print name and title here)

Jill Skarvold  
Director of Learner Support Services

## EXHIBIT A

Agreement for Clinical Experience dated November 27, 2007 between

The College of St. Catherine and Moorhead School District – ISD#152

### Identification of Participating Programs and Designated Representatives

| College Program                                 | Campus<br>Minneapolis or St. Paul | Designated College<br>Representative |
|-------------------------------------------------|-----------------------------------|--------------------------------------|
| C.N.A.                                          | Minneapolis                       | Valinda Pearson                      |
| Coding Specialist                               | Minneapolis                       | Marsha Holey                         |
| Doula Program (pilot project)                   | Minneapolis                       | Susan Johnson                        |
| Holistic Health Studies (MAHS)                  | Minneapolis                       | Janet Dahlem                         |
| Health Information Management                   | St. Paul                          | Marsha Holey                         |
| MedicalRecords/Health<br>Information Specialist | Minneapolis                       | Marsha Holey                         |
| Medical Transcription                           | Minneapolis                       | Marsha Holey                         |
| Nursing Program (AD)                            | Minneapolis                       | Valinda Pearson                      |
| Nursing Program (BSN)                           | St. Paul                          | Vicki Schug                          |
| Nursing Program (MANU)                          | St. Paul                          | Jan Borman                           |
| Occupational Therapy Assistant                  | Minneapolis                       | Marilyn Ricker                       |
| Ophthalmic Technician                           | Minneapolis                       | Aaron Shukla                         |
| OSOT                                            | St. Paul                          | MerriLee Henderson                   |
| Occupational Therapy/MA                         | St. Paul                          | Kathleen Matuska                     |
| Ophthalmic Technician                           | Minneapolis                       | Aaron Shukla                         |
| Phlebotomy                                      | Minneapolis                       | Julie Mumm                           |
| Physical Therapist Assistant                    | Minneapolis                       | Holly Clynnch                        |
| Physical Therapy (DPT)                          | Minneapolis                       | Mary Weddle                          |
| Radiography                                     | Minneapolis                       | Alan Bode                            |
| Respiratory Care                                | Minneapolis                       | Paul LaMere                          |
| Social Work                                     | St. Paul                          | Lisa Richardson                      |
| Sonography                                      | Minneapolis                       | Susan Hummel                         |

**Administrator responsible to execute the attached clinical agreement and amendments to it.**

| College                                   | Agency |
|-------------------------------------------|--------|
| Colleen Hegranes<br>Senior Vice President |        |



Department of Human Resources  
**Moorhead Area Public Schools**

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Memo HR.08.072

TO: Dr. Larry Nybladh, Superintendent  
FROM: Ron Nielsen, Director of Human Resources  
DATE: January 21, 2008  
RE: Change in Contract

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

Allison Krogstad      Occupational Therapist, .50 FTE to 1.00 FTE, Horizon Middle School  
and High School, effective January 21, 2008. (Replaces .50 FTE of  
Elizabeth Glander)

**SUGGESTED RESOLUTION:** Move to approve the change in contract for Allison Krogstad  
as presented.

RN/smw



Department of Human Resources  
**Moorhead Area Public Schools**

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Memo HR.08.074

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: January 22, 2008

RE: Family/Medical Leave

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

|                     |                                                                                                   |
|---------------------|---------------------------------------------------------------------------------------------------|
| Patricia Beiswenger | Paraprofessional, Ellen Hopkins Elementary, effective January 23, 2008 for approximately 6 weeks. |
|---------------------|---------------------------------------------------------------------------------------------------|

**SUGGESTED RESOLUTION:** Move to approve the Family/Medical Leave for Patricia Beiswenger pursuant to Section 3, Subd. 1. Paraprofessional Master Agreement.

RN/smw



Department of Human Resources  
**Moorhead Area Public Schools**

Memo HR.08.071

TO: Dr. Larry Nybladh, Superintendent  
FROM: Ron Nelsen, Director of Human Resources  
DATE: January 21, 2008  
RE: New Employee

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

|                    |                                                                                                                                                                   |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Esmeralda Gonzalez | Tutor, Red River Area Learning Center, \$12.00 per hour, 19 hours per week, effective January 16, 2008 . (Success For The Future Grant)                           |
| Scott Schulz       | Night Custodian, Hopkins Elementary and S. G. Reinertsen Elementary, A12 (3) \$12.90 per hour, 8 hours per day, effective January 2, 2008. (Replaces Abram Perez) |
| Kari Averett       | Accounting Secretary, Probstfield Center for Education, B23 (0-2) \$14.36 per hour, 8 hours per day, effective January 28, 2008. (Replaces Nancy Evans)           |
| Zikri Ahmed        | Cafeteria Supervisor, Horizon Middle School, 2 hours per day, \$8.60 per hour, effective January 17, 2008. (Replaces Heidi Omar Manthey)                          |

**SUGGESTED RESOLUTION:** Move to approve the employment of Esmeralda Gonzalez, Scott Schulz, Kari Averett and Zikri Ahmed as presented.

RN/smw





Department of Human Resources  
**Moorhead Area Public Schools**

Memo **HR.08.073**

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

DATE: January 22, 2008

RE: Bus Driver/Bus Assistant Contract

District representatives reached a tentative agreement with the Minnesota School Employees Association representing Bus Driver and Bus Assistants on December 27, 2007. The tentative agreement is a two year contract which contains language changes in the following Articles of the Contract:

- |                  |                                               |
|------------------|-----------------------------------------------|
| 1. Article IV.   | School Board Rights                           |
| 2. Article VI.   | Rates of Pay                                  |
| 3. Article VIII. | Leave of Absence                              |
| 4. Article X.    | Termination of Services                       |
| 5. Article XI.   | Discipline, Discharge and Probationary Period |
| 6. Article XVII. | Duration                                      |

The was contract ratified by the Union on January 9, 2008.

The overall cost of the contract is:

|           |                    |             |
|-----------|--------------------|-------------|
| 2007-2008 | \$15,439.00        | 4.9%        |
| 2008-2009 | <u>\$16,406.00</u> | <u>5.0%</u> |
| Total     | \$31,845.00        | 9.9%        |

SUGGESTED RESOLUTION: Move to approve the Bus Driver/Bus Assistants contract as follows:

|           |                    |             |
|-----------|--------------------|-------------|
| 2007-2008 | \$15,439.00        | 4.9%        |
| 2008-2009 | <u>\$16,406.00</u> | <u>5.0%</u> |
| Total     | \$31,845.00        | 9.9%        |

RN/smw



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.069

TO: School Board

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

DATE: January 22, 2008

RE: First Reading of Policies

Attached please find the policies, Employee Use of Facilities for Private Gain (441), Recording or Audio/Videotaping a Parent-Guardian/Teacher Conference (444), Student Surveys (505), Attendance Areas (510), Enrollment of Nonresident Students (511), Student Immunization Requirements (530), Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), Maltreatment of Vulnerable Adults (535), Student Activities (540), Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds (554), Prohibition of Harassment and Violence (570), Drug-Free Workplace/Drug-Free School (572), and MAPS Graduation Policy (640), for your review.

LPN:mde  
Attachments

Board Policies

**Employee Use of Facilities for Private Gain**

School Board Policy: 441

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 11/28/1989

Date Revised: 3/8/2004

Dates Reviewed: 5/10/1994

2/8/1999

3/8/2004

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I. PURPOSE

The purpose of this policy is to inform employees of Moorhead Area Public Schools that they shall not use school district buildings, equipment, or other technology to conduct private business ventures. The use of public facilities for personal gain is a direct conflict of interest. Any exceptions must have prior written approval of the building administrator.

II. GENERAL STATEMENT ~~OF POLICY~~

Corrective action ~~may~~ will be taken by supervisors to address the behavior or performance of employees whose conduct disrupts the activities and goals of the school district. Corrective action ~~may~~ will also be taken to address work rule violations and other prohibitive acts. This process may include oral warnings, written warnings, suspension, demotion, or termination.

Legal Reference:

Minnesota Statute 122A.40 (Employment; Contracts; Termination)

Cross Reference:

Moorhead School Board Policy 445: Employees as Vendors of School Supplies

Board Policies

**Recording or Audio/Videotaping a Parent-Guardian/Teacher Conference**

School Board Policy: 444

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 4/26/1994

Date Revised: 2/9/2004

Dates Reviewed: 2/8/1999  
2/9/2004

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I. PURPOSE

The purpose of this policy is to provide guidance on the use of recording or audio/videotaping of a parent-guardian/teacher conference.

II. GENERAL STATEMENT ~~OF POLICY~~

No electronic device shall be used to record or reproduce any part of a parent-guardian/teacher conference unless by mutual written agreement of both parties (Administrative Procedure 444.1). This is to ensure a productive and meaningful conference between parent(s)-guardian(s) and teacher(s) that will benefit and enhance the education of the child.

No recording of any parent-guardian/teacher conference may be released to any other individual, except pursuant to the informed consent of the parent(s)-guardian(s)/teacher(s), or the student, if the student is 18 years of age or older, or pursuant to a valid court order.\*

\* Note: The release of the information is only pursuant to the consent of parties involved or a court order - not a subpoena.

Cross References:

Moorhead School Board Policy 504: Protection and Privacy of ~~Pupil~~ Student Records

Board Policies

**Student Surveys**

School Board Policy: 505

Section: 500 STUDENTS

Date Adopted: 3/8/2004

Date Revised:

Dates Reviewed:

I. PURPOSE

Moorhead Area Public Schools ~~District~~ may utilize surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT ~~OF POLICY~~

Student surveys may be conducted as determined necessary by the school district. Results of surveys will be shared with administrators, staff, students, and parents/guardians as appropriate. Surveys, analyses and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. 1232h.

III. STUDENT SURVEYS IN GENERAL

A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. There will be no requirement that the student return the survey, and no record of the student's returning a survey will be maintained.

B. The ~~s~~Superintendent or designee may choose not to approve any survey for reasons to include seeking probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin. The survey must meet recognized professional standards.

C. Surveys containing questions pertaining to the student's or the student's parent(s) ~~or~~ /guardian(s) personal beliefs or practices in sex, family life, morality and religion will not be administered to any student unless the parent ~~or~~ (s)/guardian(s) of the student is notified in writing that such survey is to be administered and the parent ~~or~~ (s)/guardian(s) of the student gives written permission for the student to participate or the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent/guardian for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.

D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C.1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parent(s) ~~or~~ /guardian(s) of the students.

B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent(s)/guardian(s), to submit to a survey that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent(s)/guardian(s);

2. mental and psychological problems of the student or the student's family;
3. sex behavior or attitudes;
4. illegal, antisocial, self-incriminating or demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
7. religious practices, affiliations, or beliefs of the student or the student's parent(s)/guardian(s); or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program),

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following guidelines are to be adopted in consultation with parent(s)/guardian(s):

a. The right of a parent/guardian to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's/guardian's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent" means a legal guardian or other person acting in loco parentis (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent/guardian of a student to inspect, on request, any such survey.

c. The right of a parent/guardian of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent/guardian for such access within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.

d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. 1400 et. seq.).

e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

(1) "Personal information" means individually identifiable information including a student's or parent's/guardian's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

(2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

- (a) college or other postsecondary education recruitment or military;
- (b) book clubs, magazines, and programs providing access to low cost literary products;



(c) curriculum and instructional materials used by elementary and secondary schools;

(d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;

(e) the sale by students of products or services to raise funds for school-related or education-related activities; and

(f) student recognition programs.

(3) The right of a parent/guardian to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent/guardian for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The guidelines adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents/guardians of students enrolled in or served by the school district.

a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

b. The notice will provide parents/guardians with an opportunity to opt out of participation in the following activities:

(1) Activities involving collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

(2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.

(3) Any nonemergency invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

"Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2. Subparagraph b., above, are scheduled, or expected to be scheduled.

d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

D. The school district shall give parents/guardians and students notice of their rights under this section.

Legal References:

Minnesota Statute Ch. 13 (Minnesota Government Data Practices Act)

20 U.S.C. 1232g (Family Educational Rights and Privacy Act)

20 U.S.C. 1232h (Protection of Pupil Rights)

34 C.F.R. Part 99 (Family Educational Rights and Privacy Act)

Cross References:

Moorhead School Board Policy 504: Protection and Privacy of ~~Pupil~~ Student Records

Moorhead School Board Policy 501: Equal Educational Opportunity

Moorhead School Board Policy 503: Student Parental, Family and Marital Status Nondiscrimination



## Board Policies

### Attendance Areas

School Board Policy: 510

Section: 500 STUDENTS

Date Adopted: 9/6/1988

Date Revised: 3/8/2004

Dates Reviewed: 12/1/1990

11/1/1994

12/1/1996

3/8/2004

## PURPOSE

The purpose of this policy is to describe attendance areas and exceptions ~~beginning the 2004-2005 school year.~~

## GENERAL STATEMENT

### ATTENDANCE AREAS

Attendance boundaries for Moorhead Area Public Schools shall be revised as necessary ~~between June 1 and August 15 of each~~ for the following school year.

#### GRADES K-5

Students are required to attend school within the boundaries of the attendance area in which they reside unless a boundary exception request has been authorized or administrative placement is made due to class size restraints.

Maps and descriptions of attendance boundaries are available in the ~~Office of~~ Teaching and Learning Department and on the school district's ~~w~~Web site ([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)).

Guidelines for handling attendance area exception requests are included as Administrative Procedure 510.1: Attendance Area Exception Request Procedure and Administrative Procedure 510.2: Attendance Area Exception Request Form. Transportation is not provided for attendance area exceptions. Transportation will be provided for administrative transfers according to Administrative Procedure 631.1: Class Size in Grades K-6.

#### GRADES 6, 7, 8

Students in grades 6, 7, 8 will attend either Horizon Middle School, West Central Regional Juvenile Center, Moorhead Red River Area Learning Center, or the Clay County Outreach Center.

#### GRADES 9, 10, 11, 12

Students in grades 9, 10, 11, 12 will attend either Moorhead High School, West Central Regional Juvenile Center, Moorhead Red River Area Learning Center, or the Clay County Outreach Center. For graduation purposes, these sites are considered a part of Moorhead High School.

## RESIDENCE DEFINED

A pupil is classified as a resident of an attendance area when the following conditions are satisfied.

A. The pupil must reside with a parent, legal or an individual acting as a parent of the student in the absence of a parent ~~or~~ /guardian.

B. For an unmarried pupil age 18 or over, "parent" means the pupil unless a guardian or conservator has been appointed, in which case it means the guardian or conservator.

C. The place of residence is established to be where the parent, ~~legal~~ /guardian; or person charged with legal responsibility permanently resides.

### Legal Reference:

Minnesota Statute 120A.22, Subd 3(e) (Residency Determined)

Cross References:

Moorhead School Board Policy 504: Protection and Privacy of Student Records

Moorhead School Board Policy 511: Enrollment of Nonresident Students

Board Policies

**Enrollment of Nonresident Students**

School Board Policy: 511

Section: 500 STUDENTS

Date Adopted: 2/11/2002

Date Revised: 4/10/2006

Dates Reviewed: 4/10/2006

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

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

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

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

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

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

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

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

D. Application. The student and parent ~~or~~(s)/guardian(s) must complete and submit an Application for Enrollment School District Enrollment Options Program developed by the Minnesota Department of Education (<http://education.state.mn.us/>). Forms are also available from the Department of Teaching and Learning.

#### E. Exclusion

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

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

#### F. Termination of Enrollment

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

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

3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parent(s)/guardian(s) a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parent(s)/guardian(s) of their opportunity to provide documentary evidence, in person or in writing, of residency to the Superintendent or the Superintendent's designee. The Superintendent or the Superintendent's designee will make the final determination as to the residency status of the student.

#### Legal References:

Minnesota Statute 120A.22, Subd. 3(e) (Residency Determined)

Minnesota Statute 120A.22, Subd. 8 (~~Compulsory Instruction~~ Withdrawal from School)

Minnesota Statute 121A.40-121A.56 (The Pupil Fair Dismissal Act ~~of 1974~~)

Minnesota Statute 124D.03 (Enrollment Options Program)

Minnesota Statute 124D.08 (School Board Approval to Enroll in Nonresident District)

Minnesota Statute 124D.68 (High School Graduation Incentives Program)

Minnesota Chapter 260A (Truancy)

Minnesota Statute 260C.007, Subd. 19 (Habitual Truant Defined)

Op. Minn. Atty. Gen. No. 169-f (August 13, 1986)

Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. App. 2005) (unpublished)

Cross References:

Moorhead School Board Policy 512: Tuition Fees

Moorhead School Board Policy 551: Student Discipline

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

MSBA Service Manual, Chapter 5, Various Educational Programs

Board Policies

**Student Immunization Requirements**

School Board Policy: 530

Section: 500 STUDENTS

Date Adopted: 6/1/2001

Date Revised: 4/9/2007

Dates Reviewed: 4/11/2005  
4/9/2007

I. PURPOSE

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

II. GENERAL STATEMENT ~~OF POLICY~~

Moorhead Area Public Schools will work cooperatively with the Clay County Public Health Department and adhere to Minnesota Statutes to ensure all students receive necessary immunizations. All students are required to provide proof of immunization or appropriate documentation exempting the student from such immunization, and such data as necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. STUDENT IMMUNIZATION REQUIREMENTS

A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent ~~or~~(s)/guardian(s) has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent ~~or~~ (s)/guardian(s) shall provide to the designated school district administrator one of the following statements:

1. A statement, from a physician or a public clinic which provides immunizations, stating that the student received the immunizations required by law, consistent with medically acceptable standards; or

2. A statement, from a physician or a public clinic which provides immunizations, stating that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month, day and year each immunization was administered, consistent with medically acceptable standards.

B. The statement of a parent ~~or~~ /guardian of a student or an emancipated student may be substituted for the statement of a physician or a public clinic which administers immunizations. If such a statement is substituted, this statement must indicate the month, day and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent ~~or~~ (s)/guardian(s) of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.

C. The parent ~~or~~ (s)/guardian(s) of persons receiving instruction in a home school shall submit one of the statements set forth in Section III. A. or III. B. above or statement of immunization set forth in Section IV. to the Superintendent of the school district by October 1 of each school year.

D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents ~~or~~ /guardians may be required to submit such other health care data as necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent ~~or~~ (s)/guardian(s) has submitted the required data.

E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III. A. or III. B. above or Section IV. below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof



of immunizations or exemption documentation has been provided.

#### IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

Students will be exempt from the foregoing immunization requirements under the following circumstances:

A. The parent ~~or~~ (s)/guardian(s) of a minor student or an emancipated student submits a physician's signed statement stating that the immunization of the student is contraindicated for medical reasons or the laboratory confirmation of the presence of adequate immunity exists; or

B. The parent ~~or~~ (s)/guardian(s) of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent(s), guardian(s) or student.

#### V. NOTICE OF IMMUNIZATION REQUIREMENTS

A. The school district has developed and implemented a procedure to:

1. Notify parent(s)/guardian(s) and students of the immunization requirements and the consequences for failure to provide the required documentation;
2. Review student health records to determine whether the required information has been provided; and
3. Make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent ~~or~~ (s)/guardian(s) of the conditions for re-enrollment.

B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

#### VI. IMMUNIZATION RECORDS

A. Moorhead Area Public Schools will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.

B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student without the consent of the student's parent ~~or~~ (s)/guardian(s). Under all other circumstances, immunization data is private student data and disclosure of such data shall be governed by Moorhead School Board Policy 504: Protection and Privacy of Student Records and state statute.

C. The designated school district administrator will assist a student and/or the student's parent ~~or~~ (s)/guardian(s) in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.

D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist the transfer of the student's immunization file to the post-secondary educational institution.

#### VII. OTHER

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

#### Legal References:

Minnesota Statute 13.32 (Educational Data)

Minnesota Statute 121A.175 (Health Standards; Immunizations; School Children)

Minnesota Statute 121A.17 (School Board Responsibilities)

Minnesota Statute 135A.14 (Statement of Immunization of Post-Secondary Students)

Minnesota Statute 144.29 (Health Records; Children of School Age)

Minnesota Statute 144.3351 (Immunization Data)



Minnesota Statute 144.441 (Tuberculosis Screening in Schools)  
Minnesota Statute 144.442 (Testing in Schools Clinics)  
*McCarthy v. Ozark Sch. Dist.*, 359 F. 3d. 1029 (8th Cir. 2004)  
Op. Atty. Gen. 169-W (Jan. 17, 1968)  
Op. Atty. Gen. 169-W (July 23, 1980)

Cross References:

Moorhead School Board Policy 425: Health and Safety Protection  
Moorhead School Board Policy 504: Protection and Privacy of Student Records  
Moorhead School Board Policy 551: Student Discipline  
Moorhead School Board Policy 608: Home Schooled Students

Board Policies

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

**School Board Policy:** 534

**Section:** 500 STUDENTS

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

**Date Revised:** 4/9/2007

**Dates Reviewed:** 12/1/90

2/11/92

4/13/98

6/10/02

4/12/04

6/13/05

6/12/2006

4/9/2007

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

III. DEFINITIONS

A. "Child" means one under age 18.

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

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

D. "Neglect" means:

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

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

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

4. failure to ensure that a child is educated in accordance with state law which does not include a parent's/guardian's

refusal to provide his or her child with sympathomimetic medications;

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

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

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

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

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

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

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

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

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

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

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

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

counseling, teaching, and coaching.

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

#### IV. REPORTING PROCEDURES

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

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

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

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

E. The oral report shall be made to the Clay County Social Services or the proper city or county law enforcement agency.

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

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

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

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

F. Forms for reporting child abuse or neglect (Administrative Procedure 534.1) are located in each building administrator's office and on the district's Web site ([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)). A copy of the written report will be given to building administration. A copy of the report of child abuse or neglect must be kept in a confidential file and shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction. Copies of abuse reports are not to be kept in a student's cumulative file.

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

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



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

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

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

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

## V. INVESTIGATION

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

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

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

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

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

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

## VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

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

## VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

## VIII. POLICY AWARENESS

A. Staff Inservice - Each building administrator or designee will review the policy and procedures with staff prior to the opening of school or prior to beginning employment.

B. Prevention and Awareness - Each building administrator shall ensure that prevention awareness and personal body protection are addressed by classroom teachers through guidance, utilization of resource persons and appropriate curricular areas.

C. Community Awareness - 1) Policy provisions II. A, B and C will be published in the back to school newsletter each fall; and, 2) A copy of provisions II. A, B and C will be posted in each school building and included in each school handbook or placed in a parent newsletter. The policy is also accessible on the district's Web site ([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)).

D. This policy shall be reviewed at least annually by the Moorhead School Board for compliance with state law.

### Legal References:

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

### Cross References:

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

Board Policies

**Student Activities**

**School Board Policy:** 540

**Section:** 500 STUDENTS

**Date Adopted:** 8/26/2002

**Date Revised:** 4/9/2007

**Dates Reviewed:** 6/13/2005  
4/9/2007

I. PURPOSE

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

II. GENERAL STATEMENT ~~OF POLICY~~

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

III. DEFINITIONS

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

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

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

Extracurricular activities have the following characteristics:

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

IV. RESPONSIBILITY

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

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



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

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

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

(Refer to Administrative Procedures 540.1 and 540.2.)

Legal References:

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

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

Cross References:

Moorhead School Board Policy 515: School District Student Attendance

Moorhead School Board Policy 551: Student Discipline

Moorhead School Board Policy 608: Home Schooled Students

Board Policies

**Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds**

School Board Policy: 554

Section: 500 STUDENTS

Date Adopted: 3/8/2004

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The Moorhead Area Public Schools District is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

~~Removal of a~~ All students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

C. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.

D. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as a leader of the crisis team.

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "Emergency" means a situation in which immediate intervention is necessary to protect a student or other individual from physical injury, emotional abuse due to verbal and nonverbal gestures, or to prevent severe property damage.

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

#### IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

##### A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

##### B. Removal by Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-calendar day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and Moorhead School Board Policy 504;: Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal law, ~~and state law~~ statute or local ordinance to crimes committed by a student with an IEP.

##### C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a ~~school principal~~ building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, 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.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Requiring the student to assume and maintain a specified physical position, activity, or posture that induces physical pain as an aversive procedure;

2. Presenting intense sounds, lights, or other sensory stimuli as an aversive stimulus;
3. Using noxious smell, taste, substance, or spray as an aversive stimulus;
4. Denying or restricting the student's access to equipment and devices such as hearing aids and communication boards that facilitate the student's functioning except temporarily when the student is perceived to be destroying or damaging equipment or devices;
5. Using faradic skin shock;
6. Restricting, totally or partially, the student's auditory or visual sense, except that study carrels may be used as an academic intervention;
7. Withholding regularly scheduled meals or water; and/or
8. Denying the student access to toilet facilities.

#### D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent ~~or~~ /guardian of the student's removal from school grounds as soon as possible following the removal.

#### E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

#### F. Effect of Policy in an Emergency; Use of Conditional Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more conditional procedures, the crisis team may employ those conditional procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds. If the crisis team initiates use of conditional procedures in an emergency, the student's IEP team shall meet as soon as possible, but no later than five (5) school days after emergency procedures have commenced.

#### Legal References:

Minnesota Statute 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)  
 Minnesota Statute 121A.582 (Student Discipline; Reasonable Force)  
 Minnesota Statute 121A.61 (Discipline and Removal of Students from Class)  
 Minnesota Statute 121A.67 (Aversive and Deprivation Procedures)  
 Minnesota Statute 130.01, et seq. (Minnesota Government Data Practices Act)  
 Minnesota Statute 609.06 (Authorized Use of Force)  
 Minnesota Statute 609.379 (Permitted Actions)  
 Minnesota Rule 3525.0200, Subp. 2c (Definition of "Emergency")  
 Minnesota Rule 3525.2900, Subp. 5 (The IEP and Regulated Interventions)  
 20 U.S.C. 1232g et seq. (Family Educational Rights and Privacy (FERPA))  
 20 U.S.C. 1415(k)(9) (Individuals with Disabilities Education Improvement Act of 2004 (IDEIA))  
 34 C.F.R. 300.529 (IDEA Regulation Regarding Involvement of Law Enforcement)

#### Cross References:

Moorhead School Board Policy 504: Protection and Privacy of ~~Pupil~~ Student Records  
 Moorhead School Board Policy 551: Student Discipline  
 Moorhead School Board Policy 552: Corporal Punishment

Moorhead School Board Policy 570: Prohibition of Harassment and Violence  
Moorhead School Board Policy 710: School District Crisis Management Policy

Board Policies

**Prohibition of Harassment and Violence**

School Board Policy: 570

Section: 500 STUDENTS

Date Adopted: 5/27/1986

Date Revised: 4/9/2007

Dates Reviewed: 5/1/1990

9/14/1993

6/9/1997

7/9/2001

4/11/2005

2/13/2006

4/9/2007

I. PURPOSE

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

II. GENERAL STATEMENT ~~OF POLICY~~

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

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

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

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

A. Sexual Harassment; Definition.

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

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

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

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

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



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

B. Racial Harassment; Definition.

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

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

C. National Origin Harassment; Definition.

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

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

D. Religious Harassment; Definition.

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

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

E. Sexual Violence; Definition.

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

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

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

F. Racial Violence; Definition.

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

G. Sexual Orientation; Definition.

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

H. National Origin Violence; Definition.

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

I. Religious Violence; Definition.

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

J. Assault; Definition. Assault is:

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

IV. REPORTING PROCEDURES

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

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

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

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

E. The school district shall conspicuously post the name of the Human Rights Officer (Director of Human Resources), including mailing addresses and telephone numbers with this policy throughout each school building in areas accessible to pupils and staff.

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

G. Use of formal reporting forms is not mandatory.

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

#### V. INVESTIGATION

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

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

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

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

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

#### VI. SCHOOL DISTRICT ACTION

A. Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action

taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

## VII. REPRISAL

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

## VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

## IX. HARASSMENT OR VIOLENCE AS ABUSE

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

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

## X. DISSEMINATION OF POLICY AND TRAINING

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

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

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

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

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

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

### Legal References:

Minnesota Statute 15.85 (Discipline for Racial Harassment)

Minnesota Statute 121A.03, Subd. 2 (Model Policy - Sexual, Religious and Racial Harassment and Violence Policy)

Minnesota Statute Chapter 363A (Minnesota Human Rights Act)

Minnesota Statute 626.556 et seq. (Reporting of Maltreatment of Minors)

42 U.S.C. 2000e et seq. (Title VII of the Civil Rights Act)

### Cross References:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination

Moorhead School Board Policy 401: Equal Employment Opportunity Statement

Moorhead School Board Policy 414: Employee Public and Private Personnel Data  
Moorhead School Board Policy 501: Equal Educational Opportunity  
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse  
Moorhead School Board Policy 551: Student Discipline

## APPENDIX A

### \*\*\*\*ATTENTION\*\*\*\*

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

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



Board Policies

**Drug-Free Workplace/Drug-Free School**

School Board Policy: 572

Section: 500 STUDENTS

Date Adopted: 6/24/1995

Date Revised: 1/24/2005

Dates Reviewed: 2/12/2001  
1/24/2005

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students of Moorhead Area Public Schools by prohibiting the use of alcohol, toxic substances and controlled substances without a physician prescription.

II. GENERAL STATEMENT ~~OF POLICY~~

A. Use of controlled substances, toxic substances, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. It shall be a violation of this policy for any student, teacher, administrator, or other school district personnel, or member of the public to use alcohol, toxic substances or controlled substances in any school location.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. 812, including analogues and look-alike drugs.

C. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.

D. "Use" includes to sell, buy, distribute, dispense, possess, use or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

E. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

F. "School location" includes any school building or in any school premise; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. EXCEPTIONS

A. It shall not be a violation of this policy for a person to bring onto a school location, for such person's own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the person has a physician prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. It shall not be a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. 62A.701, Subd. 1a (experiments in laboratories).



## V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substances and associated necessary paraphernalia, such as an inhaler or syringe. The student must provide a copy of the prescription to the ~~(school nurse or principal building administrator~~ or other designated staff) to be kept on file, along with other emergency information. The Moorhead Area Public Schools licensed school nurse, trained health clerk, building administrator or teacher will administer the prescribed medication in accordance with school district procedures. It is the responsibility of the student to provide a copy of a renewal after prescription has expired.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substances and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the Superintendent.

F. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. 624.701, Subd. 1a, shall be by permission of the Moorhead sSchool bBoard only. The applicant for permission shall apply in writing and shall follow sSchool bBoard procedures for placing an item on the agenda.

## VI. ENFORCEMENT

### A. Students

1. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or law enforcement officials where appropriate.

### B. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination or discharge as deemed appropriate by the sSchool bBoard.

2. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol assistance abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension or termination as deemed appropriate by the sSchool bBoard.

3. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction.

4. Sanctions against employees, including nonrenewal, suspension, termination or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies.

### C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

## Legal References:

Minnesota Statute 121A.22 (Administration of Drugs and Medicine)

Minnesota Statute 340A.403 (3.2 Percent Malt Liquor Licenses)

Minnesota Statute 340A.404 Intoxicating Liquor; On-Sale Licenses)

Minnesota Statute 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)

Minnesota Statute 624.701 (Liquor in Certain Buildings or Grounds)

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

20 U.S.C. 7101-7165 (Safe and Drug-Free Schools and Communities Act)

21 U.S.C. 812 (Schedules of Controlled Substances)

21 C.F.R. 1308.11-1308.15 (Controlled Substances)

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

Cross Reference:

Moorhead School Board Policy 420: Chemical Use and Abuse

Moorhead School Board Policy 421: Employee Drug and Alcohol Testing

Moorhead School Board Policy 532: Medication

Moorhead School Board Policy 551: Student Discipline

Board Policies

**Moorhead Area Public Schools Graduation Policy**

**School Board Policy:** 640

**Section:** 600 EDUCATION PROGRAMS

**Date Adopted:** 7/30/1985

**Date Revised:** 4/10/2006

**Dates Reviewed:** 4/1990

4/14/1994

6/8/1998

5/9/2005

4/10/2006

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

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

It is the policy of the Moorhead Area Public Schools that all students must pass the Minnesota Basic Skills tests or the Minnesota Comprehensive Assessments Second Edition (MCA-IIs)/Graduation-Required Assessment for Diploma (GRAD) as per state requirements and must satisfactorily complete, as determined by the school district, all course requirements and graduation standards, as established by the School Board in order to graduate.

**III. DEFINITIONS**

- A. "Course credit" is equivalent to a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.
- B. "Department" means the Department of Education.
- C. "Unit" means a unit measuring education achievement based on successfully completing the requirements of a given course of study.
- D. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- E. "Individualized Education Program," or "IEP," means a written statement developed for a student eligible by law for special education and services.
- F. "Limited English Proficient" or "LEP" students means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

**IV. TEST ADMINISTRATOR**

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

**V. REQUIREMENTS**

- A. All students must satisfactorily complete, as determined by the school district, either the basic skills requirements for students enrolled in grade 8 before the 2005-06 school year or the MCA-IIs/GRAD for students enrolled in grade 8 for the 2005-06 school year. Refer to Administrative Procedure 640.1: Middle and High School Completion.

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

1. Four credits of language arts;
2. Three credits of mathematics, encompassing at least algebra, geometry, statistics and probability sufficient to satisfy the academic standard; Beginning in the 2010-2011 school year, students must satisfactorily complete an algebra I credit by the end of grade 8. Students scheduled to graduate in the 2014-2015 school year or later must satisfactorily complete an algebra II credit or its equivalent.
3. Three credits of science, including at least one credit in biology; Beginning in the 2010-2011 school year, students scheduled to graduate in the 2014-2015 school year or later must satisfactorily complete a chemistry or physics credit.
4. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics, or three credits of social studies, encompassing at least United States history, geography, government and citizenship, and world history, and one-half credit of economics taught in a school's social studies, agriculture education or business department;
5. One credit in the arts; ~~and~~;
6. A minimum of seven elective course credits.
7. An agriculture science course may fulfill a science credit requirement to the specified science credits in biology or chemistry or physics under Section V.B.3. above.

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

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

D. Academic Standards in health, physical education, world languages, and vocational and technical education will be reviewed as a part of the curriculum cycle.

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

- ~~1. All students must complete all preparatory and high school content standards (see Administrative Procedure 640.1- Middle and High School Completion); and~~
- ~~2. All students must successfully engage in an appropriate number of standards. A student must:~~

~~a. Complete the required number of standards in grades 9-12. Twenty-four total standards are required.~~

~~or~~

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

## VI. MODIFICATION

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

## VII. EARLY GRADUATION

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

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

## VIII. TRANSFER STUDENTS:

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

Documents should include:

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

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

### Legal References:

Minnesota Statute 120B.02 (Educational Expectations for Minnesota's Students)  
Minnesota Statute 120B.07 (Early Graduation)  
Minnesota Statute 120B.11 (School District Process)  
Minnesota Statute 120B.023 (Benchmarks)  
Minnesota Statute 120B.024 (Graduation Requirements; Course Credits)  
Minnesota Rule Parts 3501.0010 to 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)  
Minnesota Rule Parts 3501.0200 to 3501.0290 (Rules Relating to Graduation Standards - Written Composition)  
Minnesota Rules Parts 3501.0505-3501.0635 (K-12 Standards)  
20 U.S.C. 6301 et seq. (No Child Left Behind Act)

### Cross References:

Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee  
Moorhead School Board Policy 620: Selection of Textbooks and Instructional Materials  
Moorhead School Board Policy 650: School District System Accountability  
Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards

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



S-M9-BOS  
11 Feb 2008

**INDEPENDENT SCHOOL DISTRICT #152**

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

February 11 2008

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 A. Ladwig _____ | Larry P. Nybladh _____  |

**AGENDA**

**1. CALL TO ORDER**

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

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

- D. "We Are Proud"

\*\*\* **We Are Proud** of Lynne Kovash, Assistant Superintendent of Teaching and Learning, for being honored by the Moorhead Human Rights Commission with a 2008 Human Rights Award for significant contributions to human rights in the community. In her position with the district, Kovash has provided leadership in the advancement of human rights education for students and staff.

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

## **SCHOOL BOARD AGENDA - February 11, 2008**

### **PAGE 2**

#### **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) Approval of Early Learning Center Positions - Pages 7-12
- (2) Acceptance of Gift - Page 13

##### **B. BUSINESS SERVICE MATTERS - Kazmierczak**

##### **C. HUMAN RESOURCE MATTERS - Nielsen**

- (1) Approval of Return from Extended Leave of Absence - Page 14
- (2) Approval of Other Leave - Page 15
- (3) Approval of Resignations - Page 16
- (4) Approval of New Employees - Page 17
- (5) Approval of Intent to Discharge Resolution - Pages 18-21

##### **D. SUPERINTENDENT MATTERS - Nybladh**

- (1) Approval of January 14 and 28, 2008 Meeting Minutes - Pages 22-31
- (2) Approval of February 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.)

Math Recovery - Kovash

Pages 32-37

#### **4. APPROVAL OF POLICY: Kazmierczak**

Pages 38-39

**SCHOOL BOARD AGENDA - February 11, 2008**

**PAGE 3**

Suggested Resolution: Move to approve the policy, Employee Use of Facilities for Private Gain (441), as presented.

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

Comments \_\_\_\_\_

5. **APPROVAL OF POLICY:** Kovash

Pages 40-41

Suggested Resolution: Move to approve the policy, Recording or Audio/Videotaping a Parent-Guardian/Teacher Conference (444), as presented.

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

Comments \_\_\_\_\_

6. **APPROVAL OF POLICY:** Kovash

Pages 42-45

Suggested Resolution: Move to approve the policy, Student Surveys (505), as presented.

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

Comments \_\_\_\_\_

7. **APPROVAL OF POLICY:** Kovash

Pages 46-47

Suggested Resolution: Move to approve the policy, Attendance Areas (510), as presented.

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

Comments \_\_\_\_\_

8. **APPROVAL OF POLICY:** Kovash

Pages 48-51

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

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

Comments \_\_\_\_\_

**SCHOOL BOARD AGENDA - February 11, 2008**  
**PAGE 4**

9. **APPROVAL OF POLICY:** Kovash  
Pages 52-55

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

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

10. **APPROVAL OF POLICY:** Kovash  
Pages 56-61

Suggested Resolution: Move to approve the policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), as presented.

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

11. **APPROVAL OF POLICY:** Kovash  
Pages 62-64

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

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

12. **APPROVAL OF POLICY:** Kovash  
Pages 65-68

Suggested Resolution: Move to approve the policy, Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds (554), as presented.

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

13. **APPROVAL OF POLICY:** Kovash  
Pages 69-75

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

**SCHOOL BOARD AGENDA - February 11, 2008**

**PAGE 5**

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

Comments \_\_\_\_\_

14. **APPROVAL OF POLICY:** Kovash

Pages 76-79

Suggested Resolution: Move to approve the policy, Drug-Free Workplace/Drug-Free School (572), as presented.

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

Comments \_\_\_\_\_

15. **APPROVAL OF POLICY:** Kovash

Pages 80-83

Suggested Resolution: Move to approve the policy, MAPS Graduation Policy (640), as presented.

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

Comments \_\_\_\_\_

16. **COMMITTEE REPORTS**

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

18. **ADJOURNMENT**

**SCHOOL BOARD AGENDA - February 11, 2008**  
**PAGE 6**

**CALENDAR OF EVENTS**

| <u>Event</u>                              | <u>Date</u>    | <u>Time</u>      | <u>Place</u> |
|-------------------------------------------|----------------|------------------|--------------|
| Kind P/T Confs (Day)<br>(No Kindergarten) | February 11-12 |                  |              |
| K-12 P/T Confs                            | February 11-12 | 5-8:30 pm        |              |
| Community Ed Advisory Council             | February 12    | 7 pm             | PCE          |
| K-5 P/T Conferences                       | February 13    | 8-11 am, 12-4 pm |              |
| K-12 No School                            | February 13    |                  |              |
| Teacher Comp Day - No School              | February 14    |                  |              |
| Health/Safety/Wellness Com                | February 14    | 9:30 am          | PCE          |
| K-12 No School                            | February 15    |                  |              |
| Presidents' Day - No School               | February 18    |                  |              |
| Kindergarten Task Force                   | February 19    | 3:30-5 pm        | PCE          |
| Interagency Early Interv Com              | February 20    | 12 pm            | FSC          |
| Staff Prof Dev (Before/After Schl)        | February 20    |                  |              |
| Instr and Curr Advisory Com               | February 21    | 7-9 am           | PCE          |
| Safe and Healthy Learners Com             | February 25    | 3-4 pm           | PCE          |
| School Board                              | February 25    | 7 pm             | PCE          |
| Technology Committee                      | February 26    | 3:45 pm          | PCE          |
| Asp Parent Social                         | March 3        | 6:30 pm          | Media Center |
| Reinertsen PTAC                           | March 3        | 6:30 pm          | Media Center |
| High School PTAC                          | March 3        | 7 pm             | MHS          |
| Continuing Educ Com                       | March 4        | 3:30 pm          | PCE          |
| Indian Educ Parent Com                    | March 5        | 5 pm             | PCE          |
| Joint Powers Committee                    | March 6        | 7 am             | Courthouse   |
| Horizon PTAC                              | March 6        | 7 pm             | Media Center |
| Staff Development Com                     | March 10       | 3:30 pm          | PCE          |
| Hopkins PTAC                              | March 10       | 6:30-8 pm        | Media Center |
| School Board                              | March 10       | 7 pm             | PCE          |
| Staff Prof Dev Before/After Schl          | March 12       |                  |              |
| Instr & Curr Adv Com                      | March 13       | 7 am             | PCE          |
| Health/Safety/Wellness Com                | March 13       | 9:30 am          | PCE          |
| Early Chldhd Parent Adv Com               | March 13       | 6:30 pm          | PCE          |





Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.086 C

TO: Dr. Larry P. Nybladh

FROM: Lynne Kovash *LK*

DATE: February 5, 2008

RE: Addition of 1 FTE Early Childhood Special Education (ECSE) Teacher  
and up to .5 Paraprofessional

Attached is a proposal for an increase of 1 FTE Early Childhood Special Education (ECSE) Teacher and up to .5 Paraprofessional in the Early Learning Center (ELC) for February 12, 2008 through July 2008 or completion of Early Intervention Services (EIS) stretch calendar.

The enrollment in EIS has been increasing over the past few years. The staffing request reflects the enrollment increase. The position will be paid with Federal Special Education funding.

**SUGGESTED RESOLUTION:** Move to approve the 1 FTE Early Childhood Special Education (ECSE) Teacher and up to .5 Paraprofessional for February 12, 2008 through July 2008.

LAK/kmr  
Attachment

MOORHEAD PUBLIC SCHOOLS  
Moorhead, Minnesota

2007-2008 Budget  
(Year)

**PROPOSAL FORM**

NAME OF BUILDING: Probstfield ELC, EIS Program

TOPICS OF PROPOSAL: Addition of 1 FTE ECSE Teacher & up to .5 Para

SUBMITTED BY: Sarah King  
Jill Skarvold

DATE: 1-25-08

DATE TO BE IMPLEMENTED: 2-12-08

**BUSINESS OFFICE REVIEW WITH COMMENTS ATTACHED**

PERSON RESPONSIBLE TO  
RECOMMEND TO SUPERINTENDENT: Lynne Kovash

Recommendation (by person responsible):

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ Hold \_\_\_\_\_ Refer to Cabinet \_\_\_\_\_

Date \_\_\_\_\_

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

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

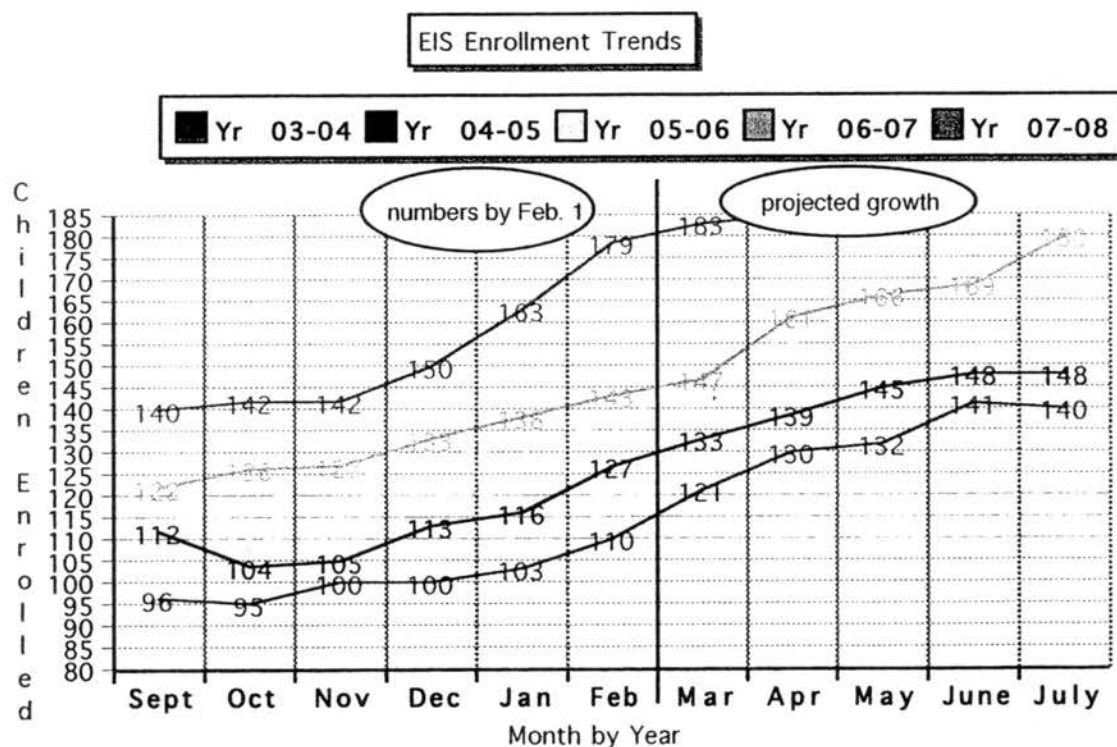
1. Describe the proposal for funding: Addition of 1 FTE ECSE Teacher & up to .5 FTE para for Feb. 12 through July, 2008 or completion of EIS stretch calendar.
2. Explain in detail the rationale or purpose of the proposal. This includes research that supports the proposal. (Please relate, if possible your rationale to the previously identified high priority problems of your school).

The number of children enrolled at EIS at the beginning of Jan., 2008 was 164. This is an increase of 35 from Jan., 2007. By Jan. 25, 174 were enrolled. It is expected that an additional 5 will qualify for services, for a total of 179 by Feb. 1, 36 more than last Feb. 1. An additional 23 children are currently in various stages of assessment. A high proportion of those referred and assessed are found to be eligible for services.

The high number of children in the EIS program are exceeding limits for staffing guidelines as required in Minnesota Department of Education rules. For teachers serving 0-2 year old children, the state guidelines require a maximum of 12 per ECSE teacher, and 16 per teacher serving 3-5 year old children. The additional 1 FTE ECSE teacher will enable the caseload for the 8 FTE teachers to change from an average case load of 16.9 to an average of 15 per 9 FTE teachers. This boost will enable the staff to be closer to guidelines through July when adjustments in FTE can be made for 08-09.

The addition of up to .5 FTE para is needed with growing numbers of young children needing behavioral supports due to significant and challenging behaviors that are dangerous to themselves or others.

See the following chart for yearly trends during the past 5 years. February, 2008 includes the count on Jan. 25, 2008 + 5 who will qualify for services by Feb. 1. Note: In early January, 4 children of the total were children whose costs are reimbursed by other districts. By end of Jan., there are 3 more for a total of 7 children. March through June are projected numbers:



Several planning steps were taken in spring 2007 to anticipate a growing population in 2007-2008:

- Adjustments were made to anticipate growing needs of Developmental Delay in 2007-2008 by a shift of .5 in Special Education FTE to EIS from K-12 staffing. With the shift in FTE to EIS plus prior years' shift in staff, it was thought that the ECSE Teacher resources would be enough to meet the demands of projected enrollment. A para FTE position was shifted in the fall 2008 to EIS with a resignation of a para at the

High School to cover needs when enrollment began its steep increase. However, an additional .5 is required to meet the expanding needs.

- EIS and Head Start, as co-located partners in the Early Learning Center, were deliberately staffed so that children with complex disabilities were assigned to the co-located classrooms enabling the staffing patterns to be more efficient to serve the students with appropriate services and service time. However, children with significant needs are also enrolled in Head Start at the Family Service Center and other inclusive sites around the city requiring staff to have to travel to numerous sites. Minnesota rule required that young children with disabilities be served in "natural environments" that include young children without disabilities.
- We have now maximized and exceeded ECSE guidelines given the higher than projected numbers of students qualifying for ECSE services.

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

- The severity of disabilities continues to stress service limits of professionals. A seemingly high rate of children have combinations of physical, cognitive, hard of hearing/deaf, and visual/blind disabilities. A number of multiple births born prematurely have significant need.
- Two self-contained classrooms support severe speech-language disabilities with autism or autism-like characteristics. They require intensive, highly structured programming which requires a high staffing ratio.
- Despite the changes in the 0-2 criteria, only 5 of the 115 referrals have come into the program through the new criteria. Children who are referred and qualify are demonstrating greater needs than those who could be eligible through the new criteria.

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

Early Intervention Services is unique in that a large proportion of the staffs' job is to find and identify children with disabilities at an early age. EIS staff also design early intervention programs that make a difference in the lives of young children and their families. Without the additional staffing, EIS will exceed the caseload guidelines of for ECSE teachers of 0-5 year old children.

Without additional 1 FTE ECSE Teacher and up to an additional .5 para, the EIS existing staff will be unable to meet the identified needs of the children assessed and ready for programming. The severity of disabilities encountered will not be adequately served.

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

Continue as is with services to children diminished as caseloads grow; larger groupings of children; center-based programming rather than natural settings for 1-2 year olds which is not "least restrictive". Burden on staff too high, communication with parents and agency representatives diminished due to time constraints. Hire another paraprofessional in addition to the one requested. However, paraprofessionals are unable to program for students nor can she/he do the professional tasks needed. A teacher will still need to direct the programming, conduct assessments, maintain agency and family contact/involvement, analyze data/assessment information. Even with the hiring of a paraprofessional, caseloads per state rules are still exceeded.

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

| #1 PERSONNEL:       | Number requested | Total cost:                       | Code to charge: | Reimbursement | Net cost: |
|---------------------|------------------|-----------------------------------|-----------------|---------------|-----------|
| Administrators:     |                  |                                   |                 |               |           |
| Teachers:           | 1 FTE            | \$16,803 (BA+3 for 1/2 year)      |                 | \$16,803      | \$0 *     |
| Clerical:           |                  |                                   |                 |               |           |
| Paraprofessional:   | 0.5              | \$4,095                           |                 | \$4,095       | \$0 *     |
| No. & Hrs. per day: |                  | 3.25 hrs/day for 90 days @\$14/hr |                 |               |           |
| Teacher Para:       |                  |                                   |                 |               |           |
| Noon Para:          |                  |                                   |                 |               |           |

|                  |                        |                |         |        |
|------------------|------------------------|----------------|---------|--------|
|                  | Total salaries         | \$20,898 x 30% | \$6,269 | \$0 *  |
| FRINGE BENEFITS: | Wrker's Comp. X Salary | x .005         | \$105   | \$0 *  |
|                  | SUPPLIES:              |                |         |        |
| #2               | CAPITAL OUTLAY:        |                |         | \$0.00 |
|                  | OTHER EXPENSES:        |                |         | \$0.00 |

#3 TOTAL COST \$27,272

NET DISTRICT COST \$0

Comments on budgetary items:

- \*1. F.T.E. Full-time equivalent: 1 FTE ECSE teacher from mid February through July, 2008 to be paid with Federal Special Education dollars. Spring assessment of staffing and caseload patterns will determine whether this increase in FTE at EIS should be continued into 2008-2009 or whether current staff in K-12 can be shifted to EIS if needed. Same will be considered for the .5 FTE para. Another proposal will be made if new staffing for 2008-2009 school year is needed.
2. Equipment, remodeling, site improvement, etc.: NA
3. Review by Business Office before Superintendent's approval: NA

6. Space implications (short/long range).  
NA
7. Equity implications: NA
8. Technology implications.  
Computer & phone may be needed.
9. Suggested timelines for implementations.  
February, 2008
10. Who has been involved in this decision?  
Jill Skarvold, Sarah King, Lynne Kovash
11. Other comments:





Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.088 C

TO: Dr. Larry P. Nybladh  
FROM: Lynne Kovash *LK*  
DATE: February 5, 2008  
RE: Donation

Moorhead Area Public Schools has received a donation of \$170.00 from Microsoft Matching Gifts Program. Roland Cooper, an employee of Microsoft, volunteered 10 hours as a classroom volunteer and Microsoft matches his volunteer time. The donation will be used for mathematics manipulatives.

**SUGGESTED RESOLUTION:** Move to accept the donation of \$170.00 from Microsoft Matching Gifts Program and direct administration to send a thank you card.

Microsoft Matching Gifts Program  
PO Box 7405  
Princeton, NJ 08543-7405

LAK/kmr



Department of Human Resources  
**Moorhead Area Public Schools**

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Memo HR.08.077

TO: Dr. Larry Nybladh, Superintendent  
FROM: Ron Nielsen, Director of Human Resources  
DATE: February 4, 2008  
RE: Return from Extended Leave of Absence

The administration requests the approval of return from Extended Leave of Absence for the following person:

Andrea Langlie                      Elementary Teacher, effective with the 2008-2009 school year.

**SUGGESTED RESOLUTION:** Move to approve the return of Andrea Langlie from Extended Leave of Absence as presented.

RN/smw



Department of Human Resources  
**Moorhead Area Public Schools**

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Memo HR.08.078

TO: Dr. Larry Nybladh, Superintendent  
FROM: Ron Nielsen, Director of Human Resources  
DATE: February 4, 2008  
RE: Other Leave

The administration requests Other Leave for the following person:

Janet Arnold                      Health Secretary, Ellen Hopkins Elementary, effective February 13,  
2008 for an undetermined amount of time.

**SUGGESTED RESOLUTION:** Move to approve the Other Leave for Janet Arnold pursuant to Article IX, Section 6 of the Secretary Master Agreement.

RN/smw



Department of Human Resources  
**Moorhead Area Public Schools**

Memo HR.08.076

TO: Dr. Larry Nybladh, Superintendent  
FROM: Ron Nielsen, Director of Human Resources  
DATE: February 4, 2008  
RE: Resignations

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

|                  |                                                                                |
|------------------|--------------------------------------------------------------------------------|
| Merridith Edison | Paraprofessional, Red River Area Learning Center, effective February 19, 2008. |
| Laura Holmquist  | Spanish Immersion Teacher, Ellen Hopkins Elementary, effective June 6, 2008.   |
| Keith Jones      | Teacher on Extended Leave of Absence, effective June 6, 2008.                  |
| Tracy Boehm      | Teacher on Leave of Absence, effective June 6, 2008.                           |
| Mia Percy        | Bus Driver, Transportation, effective February 18, 2008.                       |

**SUGGESTED RESOLUTION:** Move to approve the resignations of Merridith Edison, Laura Holmquist, Keith Jones, Tracy Boehm and Mia Percy as presented.



Department of Human Resources  
**Moorhead Area Public Schools**

Memo HR.08.079

TO: Dr. Larry Nybladh, Superintendent  
FROM: Ron Nielsen, Director of Human Resources  
DATE: February 4, 2008  
RE: New Employees

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

|                   |                                                                                                                                               |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Kathy Sakellson   | Secretary, S. G. Reinertsen Elementary, A13 (0-2) \$13.02 per hour, 8 hours per day, effective February 11, 2008. (Replaces Monnie Soderberg) |
| Zikri Ahmed       | Cafeteria Supervisor, Horizon Middle School, 2 hours per day, \$8.60 per hour, effective January 17, 2008. (Replaces Heidi Omar Manthey)      |
| Russell Halverson | Lead Custodian, High School, B32 (9) \$18.38 per hour, 8 hours per day, effective February 19, 2008. (Replaces Ray Maas)                      |

**SUGGESTED RESOLUTION:** Move to approve the employment of Kathy Sakellson, Zikri Ahmed and Russell Halverson as presented.

RN/smw



Department of Human Resources  
**Moorhead Area Public Schools**

Memo HR.08.080

TO: Dr. Larry Nybladh, Superintendent  
FROM: Ron Nelson, Director of Human Resources  
DATE: February 5, 2008  
RE: Intent to Discharge Resolution

Attached is a Notice of Intent to discharge Lonnie N. Dockter, a paraprofessional at the Horizon Middle School. Under the Veterans Preference Act, Lonnie Dockter has a right to a hearing, as a veteran, if he so desires and requests one in writing within the time limits of the Act. A hearing will be held by a three person panel to determine whether or not there is sufficient cause to discharge him from employment at the school district. The documents have been developed and the hearing process will be set up by the district's attorney from the firm of Knutson, Flynn and Deans.

The resolution will be part of the consent agenda as the only public document.

**SUGGESTED RESOLUTION:** Move to approve the resolution relating to the intent to discharge Lonnie Dockter as presented.

RN/smw

**EXTRACT OF MINUTES OF MEETING  
OF SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 152  
MOORHEAD, 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 11<sup>th</sup> day of February, 2008 at \_\_\_\_ o'clock p.m.

The following board members were present:

and the following were absent:

Board Member \_\_\_\_\_ introduced the following resolution  
and moved its adoption:

**RESOLUTION RELATING TO THE INTENT TO  
DISCHARGE LONNIE N. DOCKTER**

WHEREAS, Lonnie N. Dockter is employed as a full-time paraprofessional by Independent School District No. 152, Moorhead, Minnesota; and

WHEREAS, the Administration of the School District has recommended that Dockter be proposed for discharge on the grounds set forth in the Notice Intent to Discharge Lonnie N. Dockter, attached hereto as Exhibit A; and

WHEREAS, Dockter is a veteran entitled to rights under the "Veterans Preference Act," Minnesota Statutes Section 197.46; and

WHEREAS, the School Board intends to discharge said paraprofessional employee.

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



1. That the School Board intends to discharge Dockter.
2. That Dockter shall be suspended with pay until final action is taken on the intent to discharge.
3. That written notice shall be sent to Dockter regarding the intent to discharge as provided by law, and said notice shall be in substantially the form as provided in Exhibit A attached hereto and incorporated herein by reference.
4. That said intent to discharge is for the reasons stated in the foregoing written notice to Dockter and said reasons are hereby adopted as though separately set forth and resolved herein.
3. That the contents of Exhibit A attached to this Resolution contain private data on individuals pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The School District is specifically directed to maintain the private data classification of these materials in accordance with all applicable law, including the provisions of Minnesota Statutes Chapter 13.

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

and the following voted against the same:

Whereupon, said Resolution was declared duly passed and adopted.

CLERK'S CERTIFICATE

STATE OF MINNESOTA    )  
                                          )ss.  
COUNTY OF CLAY         )

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 152, Moorhead, 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 the Resolution Relating to the Intent to Discharge Lonnie N. Dockter, and that the Resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such Clerk this \_\_\_\_\_ day of February 2008.

\_\_\_\_\_  
Clerk of the School Board  
Independent School District No. 152

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
JANUARY 14, 2008  
PAGE 1**

**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:** Ladwig moved, seconded by Fagerlie, to approve the agenda as revised. Motion carried 7-0.

**WE ARE PROUD:**

**\*\*\* We Are Proud** of the 2008 Teacher of the Year Building Representatives. Each school selects a teacher of the year for that school, and the Moorhead Teacher of the Year is selected from these candidates.

The 2008 Teacher of the Year Building Representatives are:

- o William Franklin, counselor at Horizon Middle School
- o Sally Hoogland, Early Intervention Services special education teacher (representing offsite campuses)
- o Sue Knorr, multiage first- and second-grade teacher at Robert Asp Elementary
- o Connie Nick, third-grade teacher at S.G. Reinertsen Elementary
- o Dee Pretty, reading/Reading Recovery teacher at Ellen Hopkins Elementary

**\*\*\* We Are Proud** of Moorhead High teacher Dale Johnson for being named the 2008 Moorhead Teacher of the Year. Johnson has worked with students who have developmental cognitive disabilities for the last 28 years. He has been teaching at Moorhead High School since 1980. Johnson is a building representative for Education Moorhead, and he volunteers his time with Dorothy Day House, Churches United for the Homeless, and the Arc of West Central Minnesota. Johnson is involved with Minnesota Special Olympics and regular education mentoring program. His students have a recycling project with MinnKota Recycling (with the money going to community programming).

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

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
JANUARY 14, 2008  
PAGE 2**

**ORGANIZATION OF THE SCHOOL BOARD:**

Election of Officers: Ladwig moved, seconded by Erickson, to nominate the following slate of officers for the one-year term (2008) on the Moorhead School Board and cast a unanimous ballot by acclamation:

Chairperson: Bill Tomhave  
Vice Chair: Kristine Thompson  
Clerk: Cindy Fagerlie  
Treasurer: Karin Dulski

Motion carried 7-0.

Committee Assignments: Thompson moved, seconded Siggerud, to continue the committee assignments as previously approved in July. Motion carried 7-0.

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

Clay County Public Health Agreement Renewal - Approve the agreement and addendum with Clay County Public Health allowing Moorhead Schools to contract for early childhood screening services at a rate of \$37 per hour for Early Childhood screening days.

Gifts - Accept the following gifts: \$200 from Terri Manno to assist the Partners in Learning Family Literacy Program; \$40 gift certificate to Barnes and Noble from Heidi Fitzgerald to purchase books on health literacy topics from the North Dakota Association of Physician Assistants for S.G. Reinertsen Elementary; 11 copies of Microsoft Office 2004 for MAC including the upgraded 2008 version from Microsoft Corporation for use by the Moorhead High School mathematics department; \$1,300 from RD Offutt Company to assist with the August 2007 all-staff breakfast; and \$500 from the Women's Fund, a fund of the F-M Area Foundation, for the Girls Only class at Horizon Middle School. Administration was directed to send thank you letters.

Carl D. Perkins Funding - Accept the professional development travel award from the Lakes Country Carl D. Perkins Consortium of \$980 for Lauren Rood to attend the 2008 AYES Training Conference in Dearborn, Michigan, July 21-26, 2008.

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
JANUARY 14, 2008  
PAGE 3**

Advanced Placement Grant - Accept the Advanced Placement Grant Award from the Minnesota Department of Education in the amount of \$240,750 over two years. The grant will be used for training for middle, high school and area learning center teachers. The training will focus on both vertical teaming and the content areas of mathematics, English and science.

Homeless Education Grant - Approve the Minnesota Department of Education McKinney-Vento Homeless Education grant in the amount of \$49,919 for October 1, 2007 through June 30, 2008. Funding will be used to further a district-wide effort to develop consistent and comprehensive educational programming for homeless children and youth across educational settings.

City of Moorhead Lease Agreements - 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, for the period January 1, 2008 to December 31, 2010, as presented.

Change in Contracts

Leia Fogel - Tutor, High School, from 19.75 hours per week to 38.75 hours per week, effective December 17, 2007. (Success For the Future Grant.)

Chris Haufschild - Database Administrator, Probstfield Center for Education, C41 (7) \$24.92 per hour to C43 (7) \$27.33 per hour, effective January 1, 2008.

Minda Sadlowski - Accounting Secretary, B23(15) \$16.99 to Confidential Secretary - Business Services, B24 (11) \$19.41 per hour, effective January 1, 2008.

Mary Stone - Computer Operator, Ellen Hopkins Elementary 3 hours per day to 5 hours per day, effective January 7, 2008.

Abram Perez - Custodian, Day/Night Custodian, High School/Hopkins, A12 (4) \$13.10 to Night Custodian, High School, A12 (4) \$13.10 effective January 2, 2008. (Replaces Steve Novacek.)

Monnie Soderberg - Secretary, S. G. Reinertsen Elementary, A13 (3) \$13.22 per hour to Secretary, Ellen Hopkins Elementary, A13 (3) \$13.22 per hour, effective January 28, 2008.

(Replaces Doris Babler.)

Roxanne Looock - Paraprofessional/Hall Monitor, High School B21(11) \$14.88 per hour to Copy Center/Paraprofessional, High School, B21 (11) \$14.88 per hour. (Replaces Arlene Rauenhorst.)

Extended Leave

Colleen Tupper - Principal, Horizon Middle School, effective beginning July 1, 2008 for a period of three years, pursuant to Minnesota Statute 122A.46.

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
JANUARY 14, 2008  
PAGE 4**

Other Leave

Gayle Sprenger - Paraprofessional, High School, effective January 14, 2008 through February 12, 2008 and Merridith Edison - Paraprofessional, Red River Area Learning Center, effective February 19, 2008 through March 5, 2008, pursuant to Article VIII, Section 8 of the Paraprofessional Master Agreement.

Parental Leave

Josh St. Louis - Teacher, Robert Asp Elementary, effective approximately February 21, 2008 for one week, pursuant to Article 39 of the Teachers' Master Agreement.

Resignation

Elizabeth Glander - Occupational Therapist, High School, effective January 18, 2008.

Ann Rosdahl - Food & Nutrition Worker, Horizon Middle School, effective November 19, 2007.

Rosalinda Guzman - Food & Nutrition Worker, Ellen Hopkins Elementary, effective December 10, 2007.

Peggy Stowe - Food & Nutrition Computer Operator, Ellen Hopkins Elementary, effective December 21, 2007.

Paul Luhman - School Patrol, Robert Asp Elementary, effective January 4, 2008.

New Employees

Aura Lee Mohror - Paraprofessional, Red River Area Learning Center, B21 (3) \$13.31 per hour, 27 hours per week, effective December 21, 2007. (Replaces Delores Morse.)

Merridith Edison - Paraprofessional, Red River Area Learning Center, B21 (3) \$13.31 per hour, 27 hours per week, effective December 21, 2007. (Replaces Andrew Thies.)

Judy Kovarick - Tutor, Horizon Middle School, \$12.00 per hour, 25 hours per week, 40 weeks, effective January 15, 2008. (Success For the Future Grant.)

Brad Mackowick - Paraprofessional/Hall Monitor, High School, B21 (0-2) \$13.11 per hour, 8 hours per day, effective January 2, 2008. (Replaces Roxanne Looch.)

Shannon Atencio - Lunchroom Supervisor/Crossing Guard, Robert Asp Elementary, \$8.60 per hour, 4-5.5 hours per week, effective January 7, 2008. (Replaces Irasema Vargas.)

Minutes - Approve the December 10, 2007 meeting minutes as presented.

Claims - Approve the January Claims, subject to audit, in the amount of \$1,075,079.25.

|                         |              |
|-------------------------|--------------|
| General Fund:           | \$929,702.44 |
| Food Fund:              | 106,052.60   |
| Community Service Fund: | 39,324.21    |

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
JANUARY 14, 2008  
PAGE 5**

TOTAL \$1,075,079.25

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.)

2007 Minnesota Student Survey - Kovash provided highlights of the 2007 Minnesota Student Survey. The Minnesota Student Survey is administered every three years to students in public schools. The questionnaire gathers information on students' activities, options and behaviors. Youth responses to these questions help identify trends, focus prevention efforts and help staff members respond to youth needs and concerns.

The 2007 Minnesota Student Survey (MSS) was administered in the spring of 2007 to public school students in grades 6, 9 and 12 across the state. Student participation was voluntary and the surveys were anonymous. Parents were notified of the survey and were provided the option for their child to participate.

Across the state and within the school district, the following encouraging trends have emerged:

- o Continued decline in alcohol use and a strong downward trend in the use of tobacco.
- o Decreased reports of using marijuana, prescription drugs, inhalants and other drugs.
- o Over 90 percent of students feel safe in schools.
- o Over 92 percent of Moorhead students plan to attend post secondary education.
- o Over 80 percent of students report wearing seat belts.

Kovash also provided trend data and state comparisons. Information from the survey will be a focus of discussion for students and staff groups working on prevention efforts in Moorhead Schools.

**AMERICAN INDIAN EDUCATION TRANSMITTAL OF RESOLUTION RENEWAL:**

Erickson moved, seconded by Ladwig, to approve the American Indian Education Transmittal of Resolution for submission to the Minnesota Department of Education by January 16, 2008.

Motion carried 7-0.



**REGULAR MEETING  
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**APPROVAL OF POLICY:** Ladwig moved, seconded by Thompson, to approve the policy, Equal Access to Moorhead Area Public Schools Facilities (702), as presented. Motion carried 7-0.

**APPROVAL OF POLICY:** Siggerud moved, seconded by Dulski, to approve the policy, Reimbursement for Travel, Professional Meetings and Conferences (824), as presented. Motion carried 7-0.

**APPROVAL OF POLICY:** Ladwig moved, seconded by Erickson, to approve the policy, Equal Employment Opportunity Statement (401), as presented. Motion carried 7-0.

**APPROVAL OF POLICY:** Erickson moved, seconded by Fagerlie, to approve the policy, Family and Medical Leave (422), as presented. Motion carried 7-0.

**APPROVAL OF POLICY:** Dulski moved, seconded by Siggerud, to approve the policy, Health Examination (423), as presented. Motion carried 7-0.

**APPROVAL OF POLICY:** Thompson moved, seconded by Fagerlie, to approve the policy, Employee Assistance (426), as presented. Motion carried 7-0.

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

**APPROVAL OF POLICY:** Dulski moved, seconded by Ladwig, to approve the policy, Master Agreements with Employee Groups (480), as presented. Motion carried 7-0.

**APPROVAL OF POLICY:** Erickson moved, seconded by Siggerud, to approve the policy, School Board Public Hearings (212), as presented. Motion carried 7-0.

**APPROVAL OF POLICY:** Fagerlie moved, seconded by Thompson, to approve the policy, Decision Making in Moorhead Area Public Schools (220), as presented. Motion carried 7-0.

**APPROVAL OF POLICY:** Erickson moved, seconded by Ladwig, to approve the policy, Superintendent's Advisory Council (SAC) (312), as presented. Motion carried 7-0.

**27** **APPROVAL OF POLICY:** Dulski moved, seconded by Fagerlie, to approve the policy, Patriotic Exercises (633), as presented. Motion carried 7-0.

**REGULAR MEETING  
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**COMMITTEE REPORTS:** Brief reports were heard regarding the Ellen Hopkins PTAC, Interagency Early Intervention Committee, Early Childhood Parent Advisory Council, Health/Safety/Wellness Committee, Kindergarten Task Force, S.G. Reinertsen PTAC, Joint Powers Committee, and Horizon Middle School PTAC.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD:** Nybladh reminded Board members of the January 25 Intergovernmental Retreat at the Courtyard by Marriott and noted the January 18 deadline. Discussion would be held after the meeting related to MSBA travel arrangements. Chair Tomhave noted he had received a postcard from Nancy Dashner regarding the election for MSBA District #10 Director. Nybladh commented that he had sent copies of the S.G. Reinertsen Cookbook to family members of the late S.G. Reinertsen. Ladwig welcomed Wayne Kazmierczak the new Assistant Superintendent of Business Services.

**CLOSE PUBLIC MEETING:** Fagerlie moved, seconded by Erickson, to close the public meeting at 8:03 p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies. Motion carried 7-0.

**OPEN PUBLIC MEETING:** Siggerud moved, seconded by Thompson, to open the public meeting at 8:25 p.m. Motion carried 7-0.

**ADJOURNMENT:** Hearing no objections, the Chair adjourned the meeting at 8:25 p.m.

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Cindy Fagerlie, Clerk

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
JANUARY 28, 2008  
PAGE 1**

**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:** Ladwig moved, seconded by Thompson, to approve the agenda as presented. Motion carried 7-0.

**WE ARE PROUD:**

**\*\*\* We Are Proud** of Grace Lamb, a member of the Moorhead High School girls swimming team, for advancing to the state swim meet in the 100 yard backstroke. Coaches are Pat Anderson, Jeff Schneider and Amanda Henry.

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

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

**Gifts** - Accept the following gifts: \$350.42 from the North Dakota Academy of Physician Assistants and the American Academy of Physician Assistants to purchase books on health literacy for the guided reading library at S.G. Reinertsen; six bikes from Horace Mann Insurance and the American Health Association. The approximate value of the bikes is \$370 and two bikes will be given to each of the three elementary schools in support of the Jump Rope for Heart project; and \$250 from the Moorhead Soroptomists and \$250 from the Fargo Soroptomists to be used for the Girls Only After School Development program for sixth grade girls in January at Horizon Middle School. Administration was directed to send thank you letters.

**Dakota Medical Foundation Grant:** Accept the grant award from the Dakota Medical Foundation/Dakota Medical Charities in the amount of \$500 for anatomical seating tools, Movin' Sit Cushions, for use with special needs and typical classroom students at S.G. Reinertsen.

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
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PAGE 2**

Affiliation Agreement - Approve the affiliation agreement with the College of St. Catherine, Minneapolis, Minnesota for Occupational Therapy. Moorhead Area Public Schools will serve as a clinical education experience center for the preparation of occupational therapists.

Change in Contracts

Allison Krogstad - Occupational Therapist, .50 FTE to 1.00 FTE, Horizon Middle School and High School, effective January 21, 2008. (Replaced .50 FTE of Elizabeth Glander.)

Family/Medical Leave

Patricia Beiswenger - Paraprofessional, Ellen Hopkins Elementary, effective January 23, 2008 for approximately 6 weeks, pursuant to Section 3, Subd. 1., Paraprofessional Master Agreement.

New Employees

Esmeralda Gonzalez - Tutor, Red River Area Learning Center, \$12.00 per hour, 19 hours per week, effective January 16, 2008. (Success for the Future Grant.)

Scott Schulz - Night Custodian, Hopkins Elementary and S. G. Reinertsen Elementary, A12 (3) \$12.90 per hour, 8 hours per day, effective January 2, 2008. (Replaces Abram Perez.)

Kari Averett - Accounting Secretary, Probstfield Center for Education, B23 (0-2) \$14.36 per hour, 8 hours per day, effective January 28, 2008. (Replaces Nancy Evans.)

Zikri Ahmed - Cafeteria Supervisor, Horizon Middle School, 2 hours per day, \$8.60 per hour, effective January 17, 2008. (Replaces Heidi Omar Manthey.)

Motion carried 7-0.

**BUS DRIVER/BUS ASSISTANT CONTRACT:** Siggerud moved, seconded by Fagerlie, to approve the Bus Driver/Bus Assistant Contract as follows:

|           |                    |             |
|-----------|--------------------|-------------|
| 2007-2008 | \$15,439.00        | 4.9%        |
| 2008-2009 | <u>\$16,406.00</u> | <u>5.0%</u> |
| Total     | \$31,845.00        | 9.9%        |

Motion carried 7-0.

**FIRST READING OF POLICIES:** The School Board conducted a first reading on the following policies: Employee Use of Facilities for Private Gain (441), Recording or Audio/Videotaping a Parent-Guardian/Teacher Conference (444), Student Surveys (505), Attendance Areas (510), Enrollment of Nonresident Students (511), Student Immunization Requirements (530), Mandated

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
JANUARY 28, 2008  
PAGE 3**

Reporting of Child Neglect or Physical or Sexual Abuse (534), Student Activities (540), Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds (554), Prohibition of Harassment and Violence (570), Drug-Free Workplace/Drug-Free School (572), and MAPS Graduation Policy (640),

**COMMITTEE REPORTS:** A brief report was heard regarding the Policy Review Committee meeting. Ladwig and Tomhave reported on sessions attended at the MSBA Leadership Conference in Minneapolis.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD:** Erickson and Tomhave provided brief reports related to the January 25 Intergovernmental Retreat held at the Courtyard by Marriott.

**ADJOURNMENT:** Hearing no objections, the Chair adjourned the meeting at 7:46 p.m.

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Cindy Fagerlie, Clerk



Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.087 D

TO: Dr. Larry P. Nybladh  
FROM: Lynne Kovash *LK*  
DATE: February 5, 2008  
RE: Math Recovery Dialog

Vicki Breneman, elementary math coach, will present information on Math Recovery. She is attending training on the program.

Attached is a brief introduction to the Math Recovery program and objectives and Research Overview pertaining to Math Recovery.

LAK/kmr  
Attachment

# What is Math Recovery?

An introduction to the Math Recovery program and objectives



## Math Recovery Framework

Math Recovery provides a robust intervention framework for teachers working with elementary students to help in the construction of numeracy skills through assessment which incorporates a strong analysis component and individualized teaching. Math Recovery strategies can be applied as an individual intervention or used within the context of the whole class.

Since the inception of the program in 1992, the need for Math Recovery programs has been continually reinforced through working with thousands of teachers and students. Research in Math Recovery has shown that about 25% of young students do very well in math and will always do so with most classroom programs, while 50% will do well in a good classroom program. The remaining 25%, the low-attainers, are likely to remain as such as they progress through the school years. A sound intervention program, providing these students with an extended period of success in number learning, has the potential to make a vast difference for many of these students by removing the effects of the experience of very early failure at learning, and in particular, failing at math learning.

The Math Recovery approach first determines the student's current knowledge and strategies in detail. Subsequent lessons are planned according to the student's individual level of knowledge and understanding, and continually evaluated throughout the intervention period. Math Recovery teaching sessions are intended to be intensive for the student, and to continually operate at the cutting-edge of the student's current knowledge. For the vast majority of Math Recovery students, focusing, thinking very hard and succeeding, are very positive experiences. Assessments that merely generate a score or a list of items that the student can't answer are not sufficient and lack the depth of understanding of student strategies that Math Recovery provides the interventionist.

Math Recovery is internationally recognized as a highly successful program of intervention in early number learning. The program is used extensively by school systems in the United States, United Kingdom, Ireland and Australia. Two recent books, *Teaching Number: Advancing Children's Skills* and *Strategies and Early Numeracy: Assessment for Teaching and Intervention* provide much of the detail of this component of the program and a third book describing the implications for classroom instruction, *Teaching Number in the Classroom with 4-8 year olds* was published in 2005.



## Specific Goals

Math Recovery focuses on K – 3 students and has special education applications. The primary participants in Math Recovery are first grade, at-risk students. The goal is to intervene as early as possible before these at-risk students are too far behind their peers. It involves intensive one-on-one teaching of these at-risk students that focuses on accelerating children's mathematical learning over a 10 – 15 week period. Specific aims of the Math Recovery program are to:

- Identify students "at risk" by means of a structured and objective assessment system that allows educators to know exactly where students are in their mathematical development and apply early, short term intervention.
- Provide trained Math Recovery specialist teachers with the intervention and detailed instructional system that increases student performance in basic arithmetic skill through intensive, individualized instruction.
- Build student confidence as Math Recovery students work one-on-one with the trained Math Recovery Teacher and help students find success in mathematics and other curriculum areas.
- Offer comprehensive, sustainable and innovative staff development that ensures quality instruction by highly-trained Math Recovery teachers.
- Influence and inform curriculum development and school-wide mathematics programs, and ensure compatibility with all standards-based math programs.
- Apply a research-based approach to developing numeracy competencies that gives teachers extensive, current knowledge of assessment and teaching which is otherwise unavailable.

## Distinctive Features

- The Mathematics Recovery Program has developed distinctive approaches to the assessment and teaching of mathematics.
- These approaches draw on extensive constructivist research focusing on young children's mathematics. The approaches are readily applicable to classroom teaching and to average and able students. Mathematics Recovery also includes new and distinctive approaches to teacher professional development.
- The assessment and teaching of individuals help teachers develop a deeper understanding of how young children think and reason mathematically.
- Math Recovery supports a range of programs that encompass one-on-one intervention and whole class initiatives

## In-District Sustainability



One of the key goals of the Math Recovery Council is to support and develop in-district training resources to ensure the long term sustainability of the program in schools. Certified Teachers can go on

to become Math Recovery Leaders.

Math Recovery Leader professional development prepares you to deliver training and on-going support and coaching to MR Teachers in your district. Leader training is a 12-month program and includes personal coaching and onsite support of your new Leader-in-Training's first Teacher Training event so that they have an experienced mentor throughout their 12-month program.

Once an in-district Leader is in place, the only cost to the district is for a Teacher kit for each new teacher entering the 12-month Math Recovery Specialist course. Training a Leader is very cost-effective for the district as the cost per teacher kit is only \$1000 for materials. Prospective new Math Recovery sites should consider their program implementation as a 3 – 4 year plan which then makes the costs much more manageable in the long term. Leaders can also be certified to deliver Add+Vantage Math and SNAP professional development programs.

### **Further Reading**

Math Recovery is a research-based program. The foundation of this program is described in the research overview, and described in detail in the White Paper.

# Research Overview

## Research Pertaining to Math Recovery

**Mathematics Recovery** (Phillips, Leonard, Horton, Wright, & Stafford, 2003; Wright, 2003; Wright, Martland, & Stafford, 2000; Wright, Martland, Stafford, & Stanger, 2002) was designed based on the theoretical framework of a number of prominent researchers (L. Steffe, von Glasersfeld, Richards, & Cobb, 1983; L. P. Steffe, Cobb, & von Glasersfeld, 1988). Because of the dynamic nature of the program, the latest research is continually incorporated into the theory and practice of Mathematics Recovery. Leaders and teachers are annually offered conferences so that they may keep abreast of the latest domestic and international research including the instructional implications of those findings. For example, in the last few years the design research coming from the Freudenthal Institute in The Netherlands (Gravemeijer, 1997; Van den Heuvel-Panhuizen, 2001) has greatly influenced the thinking of Math Recovery leaders and teachers in regards to two-digit addition and subtraction.

Independent researcher Holly MacLean (MacLean, 2003) evaluated the relative effectiveness of three different professional development models on low-achieving, urban first-graders. The first model consisted of a full Math Recovery implementation. The full implementation included intense one-on-one tutorial intervention provided to selected, low-achieving, Title I first-grade children as well as on-going professional development for classroom teachers provided by the on-site Math Recovery leader. This professional development took the form of presentations, joint planning sessions, model and team teaching. The second model involved those same Math Recovery leaders conducting on-going professional development in Math Recovery theory, strategies, and activities to classroom teachers from schools without an on-site, one-on-one tutorial component. These strategies and activities were adapted for use in the classroom setting. The third model involved schools in which classroom teachers received periodic, "one-shot" professional development and conference attendance. This professional development was provided by both in-district math leaders and by outside consultants and speakers. The teachers from this model were not exposed to any of the Math Recovery theory and methods.

MacLean found that the full Math Recovery implementation model significantly out-performed both the on-going professional development only model as well as the periodic, one-shot model. The school district is currently in the process of conducting a longitudinal study to follow those children as they take the state mandated assessments. MacLean's findings replicate similar findings by other researchers (Phillips et al., 2003). Lois Williams (Williams, 2001) found that Mathematics Recovery significantly changes teacher practice in the classroom. Teachers participating in the Mathematics Recovery training became much more reform oriented in their teaching.

## References

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- Phillips, V. J., Leonard, W. H., Horton, R. M., Wright, R. J., & Stafford, A. K. (2003). Can Math Recovery save children before they fail? *Teaching Children Mathematics*, 10(2), 107-111.
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*intermediate attainment targets*. Utrecht, The Netherlands: Freudenthal Institute.

- Williams, L. A. G. (2001). *The influences of participation in a Mathematics Recovery program on classroom practices*. Unpublished Doctor of Education dissertation, University of Virginia, Charlottesville, VA.
- Wright, R. J. (2003). Mathematics Recovery: A program of intervention in early number. *Australian Journal of Learning Disabilities*, 8(4), 6-11.
- Wright, R. J., Martland, J., & Stafford, A. K. (2000). *Early numeracy: Assessment for teaching and intervention*. Thousand Oaks, CA: Sage Publications, Inc.
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Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.071

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

Attached please find the policy, Employee Use of Facilities for Private Gain (441).

Suggested Resolution: Move to approve the policy, Employee Use of Facilities for Private Gain (441), as presented.

LPN:mde  
Attachment

Board Policies

**Employee Use of Facilities for Private Gain**

School Board Policy: 441

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 11/28/1989

Date Revised: 3/8/2004

Dates Reviewed: 5/10/1994

2/8/1999

3/8/2004

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I. PURPOSE

The purpose of this policy is to inform employees of Moorhead Area Public Schools that they shall not use school district buildings, equipment, or other technology to conduct private business ventures. The use of public facilities for personal gain is a direct conflict of interest. Any exceptions must have prior written approval of the building administrator.

II. GENERAL STATEMENT ~~OF POLICY~~

Corrective action ~~may~~ will be taken by supervisors to address the behavior or performance of employees whose conduct disrupts the activities and goals of the school district. Corrective action ~~may~~ will also be taken to address work rule violations and other prohibitive acts. This process may include oral warnings, written warnings, suspension, demotion, or termination.

Legal Reference:

Minnesota Statute 122A.40 (Employment; Contracts; Termination)

Cross Reference:

Moorhead School Board Policy 445: Employees as Vendors of School Supplies



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.072

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

Attached please find the policy, Recording or Audio/Videotaping a Parent-Guardian/Teacher Conference (444).

Suggested Resolution: Move to approve the policy, Recording or Audio/Videotaping a Parent-Guardian/Teacher Conference (444), as presented.

LPN:mde  
Attachment



Board Policies

**Recording or Audio/Videotaping a Parent-Guardian/Teacher Conference**

School Board Policy: 444

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 4/26/1994

Date Revised: 2/9/2004

Dates Reviewed: 2/8/1999  
2/9/2004

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I. PURPOSE

The purpose of this policy is to provide guidance on the use of recording or audio/videotaping of a parent-guardian/teacher conference.

II. GENERAL STATEMENT ~~OF POLICY~~

No electronic device shall be used to record or reproduce any part of a parent-guardian/teacher conference unless by mutual written agreement of both parties (Administrative Procedure 444.1). This is to ensure a productive and meaningful conference between parent(s)-guardian(s) and teacher(s) that will benefit and enhance the education of the child.

No recording of any parent-guardian/teacher conference may be released to any other individual, except pursuant to the informed consent of the parent(s)-guardian(s)/teacher(s), or the student, if the student is 18 years of age or older, or pursuant to a valid court order.\*

\* Note: The release of the information is only pursuant to the consent of parties involved or a court order - not a subpoena.

Cross References:

Moorhead School Board Policy 504: Protection and Privacy of ~~Pupil~~ Student Records



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.073

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

Attached please find the policy, Student Surveys (505).

Suggested Resolution: Move to approve the policy, Student Surveys (505), as presented.

LPN:mde  
Attachment

Board Policies

Student Surveys

School Board Policy: 505

Section: 500 STUDENTS

Date Adopted: 3/8/2004

Date Revised:

Dates Reviewed:

I. PURPOSE

Moorhead Area Public Schools ~~District~~ may utilize surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT ~~OF POLICY~~

Student surveys may be conducted as determined necessary by the school district. Results of surveys will be shared with administrators, staff, students, and parents/guardians as appropriate. Surveys, analyses and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. 1232h.

III. STUDENT SURVEYS IN GENERAL

A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. There will be no requirement that the student return the survey, and no record of the student's returning a survey will be maintained.

B. The ~~s~~Superintendent or designee may choose not to approve any survey for reasons to include seeking probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin. The survey must meet recognized professional standards.

C. Surveys containing questions pertaining to the student's or the student's parent's(s') ~~or~~ /guardian's(s') personal beliefs or practices in sex, family life, morality and religion will not be administered to any student unless the parent ~~or~~ (s)/guardian(s) of the student is notified in writing that such survey is to be administered and the parent ~~or~~ (s)/guardian (s) of the student gives written permission for the student to participate or the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent/guardian for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.

D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C.1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parent(s) ~~or~~ /guardian(s) of the students.

B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent(s)/guardian(s), to submit to a survey that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent(s)/guardians(s);

2. mental and psychological problems of the student or the student's family;
3. sex behavior or attitudes;
4. illegal, antisocial, self-incriminating or demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
7. religious practices, affiliations, or beliefs of the student or the student's parent(s)/guardian(s); or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program),

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental/guardian access to information, and administration of certain physical examinations to minors.

1. The following guidelines are to be adopted in consultation with parent(s)/guardian(s):

a. The right of a parent/guardian to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's/guardian's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent" means a legal guardian or other person acting in loco parentis (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent/guardian of a student to inspect, on request, any such survey.

c. The right of a parent/guardian of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent/guardian for such access within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.

d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. 1400 et. seq.).

e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

(1) "Personal information" means individually identifiable information including a student's or parent's/guardian's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

(2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

- (a) college or other postsecondary education recruitment or military;
- (b) book clubs, magazines, and programs providing access to low cost literary products;

- (c) curriculum and instructional materials used by elementary and secondary schools;
- (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
- (e) the sale by students of products or services to raise funds for school-related or education-related activities; and
- (f) student recognition programs.

(3) The right of a parent/guardian to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent/guardian for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The guidelines adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents/guardians of students enrolled in or served by the school district.

a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

b. The notice will provide parents/guardians with an opportunity to opt out of participation in the following activities:

(1) Activities involving collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

(2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.

(3) Any nonemergency invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

"Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2. Subparagraph b., above, are scheduled, or expected to be scheduled.

d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental/guardian notification.

D. The school district shall give parents/guardians and students notice of their rights under this section.

#### Legal References:

Minnesota Statute Ch. 13 (Minnesota Government Data Practices Act)  
 20 U.S.C. 1232g (Family Educational Rights and Privacy Act)  
 20 U.S.C. 1232h (Protection of Pupil Rights)  
 34 C.F.R. Part 99 (Family Educational Rights and Privacy Act)

#### Cross References:

Moorhead School Board Policy 504: Protection and Privacy of ~~Pupil~~ Student Records  
 Moorhead School Board Policy 501: Equal Educational Opportunity  
 Moorhead School Board Policy 503: Student Parental, Family and Marital Status Nondiscrimination



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.074

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

Attached please find the policy, Attendance Areas (510).

Suggested Resolution: Move to approve the policy, Attendance Areas (510), as presented.

LPN:mde  
Attachment

## Board Policies

### Attendance Areas

School Board Policy: 510

Section: 500 STUDENTS

Date Adopted: 9/6/1988

Date Revised: 3/8/2004

Dates Reviewed: 12/1/1990

11/1/1994

12/1/1996

3/8/2004

## I. PURPOSE

The purpose of this policy is to describe attendance areas, residency and exceptions ~~beginning the 2004-2005 school year~~ for grades K-12.

## II. GENERAL STATEMENT

### ATTENDANCE AREAS

Attendance boundaries for Moorhead Area Public Schools shall be revised as necessary ~~between June 1 and August 15 of each~~ for the following school year.

#### GRADES K-5

Students are required to attend school within the boundaries of the attendance area in which they reside unless a boundary exception request has been authorized or administrative placement is made due to class size restraints.

Maps and descriptions of attendance boundaries are available in the ~~Office of~~ Teaching and Learning Department and on the school district's Web site ([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)).

Guidelines for handling attendance area exception requests are included as Administrative Procedure 510.1: Attendance Area Exception Request Procedure and Administrative Procedure 510.2: Attendance Area Exception Request Form. Transportation is not provided for attendance area exceptions. Transportation will be provided for administrative transfers according to Administrative Procedure 631.1: Class Size in Grades K-6.

#### GRADES 6, 7, 8

Students in grades 6, 7, 8 will attend either Horizon Middle School, West Central Regional Juvenile Center, Moorhead Red River Area Learning Center, or the Clay County Outreach Center.

#### GRADES 9, 10, 11, 12

Students in grades 9, 10, 11, 12 will attend either Moorhead High School, West Central Regional Juvenile Center, Moorhead Red River Area Learning Center, or the Clay County Outreach Center. For graduation purposes, these sites are considered a part of Moorhead High School.

## III. RESIDENCE DEFINED

A pupil is classified as a resident of an attendance area when the following conditions are satisfied.

A. The pupil must reside with a parent, legal or an individual acting as a parent of the student in the absence of a parent ~~or~~ guardian.

B. For an unmarried pupil age 18 or over, "parent" means the pupil unless a guardian or conservator has been appointed, in which case it means the guardian or conservator.

C. The place of residence is established to be where the parent, ~~legal~~(s)/guardian(s); or person(s) charged with legal responsibility permanently resides.

### Legal Reference:

Minnesota Statute 120A.22, Subd 3(e) (Residency Determined)

### Cross References:

Moorhead School Board Policy 504: Protection and Privacy of Student Records





Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.075

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

Attached please find the policy, Enrollment of Nonresident Students (511).

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

LPN:mde  
Attachment

Board Policies

**Enrollment of Nonresident Students**

School Board Policy: 511

Section: 500 STUDENTS

Date Adopted: 2/11/2002

Date Revised: 4/10/2006

Dates Reviewed: 4/10/2006

I. PURPOSE

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

II. GENERAL STATEMENT ~~OF POLICY~~

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

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

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

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

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

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

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

D. Application. The student and parent ~~or~~(s)/guardian(s) must complete and submit an Application for Enrollment School District Enrollment Options Program developed by the Minnesota Department of Education (<http://education.state.mn.us/>). Forms are also available from the Department of Teaching and Learning.

#### E. Exclusion

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

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

#### F. Termination of Enrollment

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

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

3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parent(s)/guardian(s) a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parent(s)/guardian(s) of their opportunity to provide documentary evidence, in person or in writing, of residency to the Superintendent or the Superintendent's designee. The Superintendent or the Superintendent's designee will make the final determination as to the residency status of the student.

#### Legal References:

Minnesota Statute 120A.22, Subd. 3(e) (Residency Determined)

Minnesota Statute 120A.22, Subd. 8 (~~Compulsory Instruction~~Withdrawal from School)

Minnesota Statute 121A.40-121A.56 (The Pupil Fair Dismissal Act ~~of 1974~~)

Minnesota Statute 124D.03 (Enrollment Options Program)

Minnesota Statute 124D.08 (School Board Approval to Enroll in Nonresident District)

Minnesota Statute 124D.68 (High School Graduation Incentives Program)

Minnesota Chapter 260A (Truancy)

Minnesota Statute 260C.007, Subd. 19 (Habitual Truant Defined)

Op. Minn. Atty. Gen. No. 169-f (August 13, 1986)

*Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. App. 2005)*  
(unpublished)

Cross References:

Moorhead School Board Policy 510: Attendance Areas

Moorhead School Board Policy 512: Tuition Fees

Moorhead School Board Policy 551: Student Discipline

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

~~MSBA Service Manual, Chapter 5, Various Educational Programs~~



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.076

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

Attached please find the policy, Student Immunization Requirements (530).

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

LPN:mde  
Attachment

## Board Policies

### Student Immunization Requirements

School Board Policy: 530

Section: 500 STUDENTS

Date Adopted: 6/1/2001

Date Revised: 4/9/2007

Dates Reviewed: 4/11/2005  
4/9/2007

#### I. PURPOSE

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

#### II. GENERAL STATEMENT ~~OF POLICY~~

Moorhead Area Public Schools will work cooperatively with the Clay County Public Health Department and adhere to Minnesota Statutes to ensure all students receive necessary immunizations. All students are required to provide proof of immunization or appropriate documentation exempting the student from such immunization, and such data as necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

#### III. STUDENT IMMUNIZATION REQUIREMENTS

A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent ~~or~~(s)/guardian(s) has submitted to the ~~designated school district administrator~~ Superintendent or designee the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent ~~or~~ (s)/guardian(s) shall provide to the ~~designated school district administrator~~ Superintendent or designee one of the following statements:

1. A statement, from a physician or a public clinic which provides immunizations, stating that the student received the immunizations required by law, consistent with medically acceptable standards; or

2. A statement, from a physician or a public clinic which provides immunizations, stating that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month, day and year each immunization was administered, consistent with medically acceptable standards.

B. The statement of a parent ~~or~~ /guardian of a student or an emancipated student may be substituted for the statement of a physician or a public clinic which administers immunizations. If such a statement is substituted, this statement must indicate the month, day and year each immunization was administered. Upon request, the ~~designated school district administrator~~ Superintendent or designee will provide information to the parent ~~or~~ (s)/guardian(s) of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.

C. The parent ~~or~~ (s)/guardian(s) of persons receiving instruction in a home school shall submit one of the statements set forth in Section III. A. or III. B. above or statement of immunization set forth in Section IV. to the Superintendent or designee of the school district by October 1 of each school year.

D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents ~~or~~ /guardians may be required to submit such other health care data as necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent ~~or~~ (s)/guardian(s) has submitted the required data.

E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III. A. or III. B. above or Section IV. below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof

of immunizations or exemption documentation has been provided.

#### IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent ~~or~~ (s)/guardian(s) of a minor student or an emancipated student submits a physician's signed statement stating that the immunization of the student is contraindicated for medical reasons or the laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent ~~or~~ (s)/guardian(s) of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent(s), guardian(s) or student.

#### V. NOTICE OF IMMUNIZATION REQUIREMENTS

A. The school district has developed and implemented a procedure to:

- 1. Notify parent(s)/guardian(s) and students of the immunization requirements and the consequences for failure to provide the required documentation;
- 2. Review student health records to determine whether the required information has been provided; and
- 3. Make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent ~~or~~ (s)/guardian(s) of the conditions for re-enrollment.

B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

#### VI. IMMUNIZATION RECORDS

A. Moorhead Area Public Schools will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.

B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student without the consent of the student's parent ~~or~~ (s)/guardian(s). Under all other circumstances, immunization data is private student data and disclosure of such data shall be governed by Moorhead School Board Policy 504: Protection and Privacy of Student Records and state statute.

C. The ~~designated school district administrator~~ Superintendent or designee will assist a student and/or the student's parent ~~or~~ (s)/guardian(s) in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.

D. Upon request of a public or private post-secondary educational institution, the ~~designated school district administrator~~ Superintendent or designee will assist the transfer of the student's immunization file to the post-secondary educational institution.

#### VII. OTHER

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

#### Legal References:

Minnesota Statute 13.32 (Educational Data)  
Minnesota Statute 121A.175 (Health Standards; Immunizations; School Children)  
Minnesota Statute 121A.17 (School Board Responsibilities)  
Minnesota Statute 135A.14 (Statement of Immunization of Post-Secondary Students)



Minnesota Statute 144.29 (Health Records; Children of School Age)  
Minnesota Statute 144.3351 (Immunization Data)  
Minnesota Statute 144.441 (Tuberculosis Screening in Schools)  
Minnesota Statute 144.442 (Testing in Schools Clinics)  
*McCarthy v. Ozark Sch. Dist.*, 359 F. 3d. 1029 (8th Cir. 2004)  
Op. Atty. Gen. 169-W (Jan. 17, 1968)  
Op. Atty. Gen. 169-W (July 23, 1980)

Cross References:

Moorhead School Board Policy 425: Health and Safety Protection  
Moorhead School Board Policy 504: Protection and Privacy of Student Records  
Moorhead School Board Policy 551: Student Discipline  
Moorhead School Board Policy 608: Home Schooled Students



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.077

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

Attached please find the policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534).

Suggested Resolution: Move to approve the policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), as presented.

LPN:mde  
Attachment

## Board Policies

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

School Board Policy: 534

Section: 500 STUDENTS

Date Adopted: 5/27/1986

Date Revised: 4/9/2007

Dates Reviewed: 12/1/90

2/11/92

4/13/98

6/10/02

4/12/04

6/13/05

6/12/2006

4/9/2007

#### I. PURPOSE

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

#### II. GENERAL STATEMENT ~~OF POLICY~~

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

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

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

#### III. DEFINITIONS

A. "Child" means one under age 18.

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

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

D. "Neglect" means:

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

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

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

4. failure to ensure that a child is educated in accordance with state law which does not include a parent's/guardian's

refusal to provide his or her child with sympathomimetic medications;

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

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

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

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

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

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

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

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

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

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

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

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

counseling, teaching, and coaching.

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

#### IV. REPORTING PROCEDURES

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

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

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

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

E. The oral report shall be made to the Clay County Social Services or the proper city or county law enforcement agency.

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

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

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

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

F. Forms for reporting child abuse or neglect (Administrative Procedure 534.1) are located in each building administrator's office and on the district's Web site ([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)). A copy of the written report will be given to building administration. A copy of the report of child abuse or neglect must be kept in a confidential file and shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction. Copies of abuse reports are not to be kept in a student's cumulative file.

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

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

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

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

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

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

## V. INVESTIGATION

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

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

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

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

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

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

## VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE



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

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

## VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

## VIII. POLICY AWARENESS

A. Staff Inservice - Each building administrator or designee will review the policy and procedures with staff prior to the opening of school or prior to beginning employment.

B. Prevention and Awareness - Each building administrator shall ensure that prevention awareness and personal body protection are addressed by classroom teachers through guidance, utilization of resource persons and appropriate curricular areas.

C. Community Awareness - 1) Policy provisions II. A, B and C will be published in the back to school newsletter each fall; and, 2) A copy of provisions II. A, B and C will be posted in each school building and included in each school handbook or placed in a parent newsletter. The policy is also accessible on the district's Web site ([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)).

D. This policy shall be reviewed at least annually by the Moorhead School Board for compliance with state law.

### Legal References:

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

### Cross References:

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





Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.079

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

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

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

LPN:mde  
Attachment

## Board Policies

### Student Activities

School Board Policy: 540

Section: 500 STUDENTS

Date Adopted: 8/26/2002

Date Revised: 4/9/2007

Dates Reviewed: 6/13/2005  
4/9/2007

#### I. PURPOSE

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

#### II. GENERAL STATEMENT OF POLICY

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

#### III. DEFINITIONS

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

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

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

Extracurricular activities have the following characteristics:

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

#### IV. RESPONSIBILITY

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

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

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

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

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

(Refer to Administrative Procedures 540.1 and 540.2.)

Legal References:

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

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

Cross References:

Moorhead School Board Policy 515: School District Student Attendance

Moorhead School Board Policy 551: Student Discipline

Moorhead School Board Policy 608: Home Schooled Students



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.080

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

Attached please find the policy, Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds (554).

Suggested Resolution: Move to approve the policy, Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds (554), as presented.

LPN:mde  
Attachment

## Board Policies

### Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds

School Board Policy: 554

Section: 500 STUDENTS

Date Adopted: 3/8/2004

Date Revised:

Dates Reviewed:

#### I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

#### II. GENERAL STATEMENT OF POLICY

The Moorhead Area Public Schools ~~District~~ is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

~~Removal of a~~ All students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

#### III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

C. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.

D. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as a leader of the crisis team.

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "Emergency" means a situation in which immediate intervention is necessary to protect a student or other individual from physical injury, emotional abuse due to verbal and nonverbal gestures, or to prevent severe property damage.

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

#### IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

##### A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

##### B. Removal by Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30 calendar-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and Moorhead School Board Policy 504: Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal law, ~~and state law~~ statute or local ordinance to crimes committed by a student with an IEP.

##### C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a ~~school principal~~ building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, 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.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Requiring the student to assume and maintain a specified physical position, activity, or posture that induces physical pain as an aversive procedure;

2. Presenting intense sounds, lights, or other sensory stimuli as an aversive stimulus;
3. Using noxious smell, taste, substance, or spray as an aversive stimulus;
4. Denying or restricting the student's access to equipment and devices such as hearing aids and communication boards that facilitate the student's functioning except temporarily when the student is perceived to be destroying or damaging equipment or devices;
5. Using faradic skin shock;
6. Restricting, totally or partially, the student's auditory or visual sense, except that study carrels may be used as an academic intervention;
7. Withholding regularly scheduled meals or water; and/or
8. Denying the student access to toilet facilities.

#### D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent(s) ~~or~~ guardian(s) of the student's removal from school grounds as soon as possible following the removal.

#### E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIP.

#### F. Effect of Policy in an Emergency; Use of Conditional Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIP, or behavior intervention plan authorizes the use of one or more conditional procedures, the crisis team may employ those conditional procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds. If the crisis team initiates use of conditional procedures in an emergency, the student's IEP team shall meet as soon as possible, but no later than five (5) school days after emergency procedures have commenced.

#### Legal References:

Minnesota Statute 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)  
 Minnesota Statute 121A.582 (Student Discipline; Reasonable Force)  
 Minnesota Statute 121A.61 (Discipline and Removal of Students from Class)  
 Minnesota Statute 121A.67 (Aversive and Deprivation Procedures)  
 Minnesota Statute 130.01, et seq. (Minnesota Government Data Practices Act)  
 Minnesota Statute 609.06 (Authorized Use of Force)  
 Minnesota Statute 609.379 (Permitted Actions)  
 Minnesota Rule 3525.0200, Subp. 2c (Definition of "Emergency")  
 Minnesota Rule 3525.2900, Subp. 5 (The IEP and Regulated Interventions)  
 20 U.S.C. 1232g et seq. (Family Educational Rights and Privacy (FERPA))  
 20 U.S.C. 1415(k)(9) (Individuals with Disabilities Education Improvement Act of 2004 (IDEIA))  
 34 C.F.R. 300.529 (IDEA Regulation Regarding Involvement of Law Enforcement)

#### Cross References:

Moorhead School Board Policy 504: Protection and Privacy of ~~Pupil~~ Student Records  
 Moorhead School Board Policy 551: Student Discipline  
 Moorhead School Board Policy 552: Corporal Punishment  
 Moorhead School Board Policy 570: Prohibition of Harassment and Violence  
 Moorhead School Board Policy 710: School District Crisis Management Policy





Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.08.081

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

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

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

LPN:mde  
Attachment

## Board Policies

### Prohibition of Harassment and Violence

School Board Policy: 570

Section: 500 STUDENTS

Date Adopted: 5/27/1986

Date Revised: 4/9/2007

Dates Reviewed: 5/1/1990

9/14/1993

6/9/1997

7/9/2001

4/11/2005

2/13/2006

4/9/2007

#### I. PURPOSE

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

#### II. GENERAL STATEMENT ~~OF POLICY~~

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

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

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

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

##### A. Sexual Harassment; Definition.

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

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

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

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

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

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

**B. Racial Harassment; Definition.**

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

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

**C. National Origin Harassment; Definition.**

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

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

**D. Religious Harassment; Definition.**

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

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

**E. Sexual Violence; Definition.**

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

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

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

F. Racial Violence; Definition.

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

G. Sexual Orientation; Definition.

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

H. National Origin Violence; Definition.

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

I. Religious Violence; Definition.

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

J. Assault; Definition. Assault is:

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

IV. REPORTING PROCEDURES

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

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

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

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

E. The school district shall conspicuously post the name of the Human Rights Officer (Director of Human Resources), including mailing addresses and telephone numbers with this policy throughout each school building in areas accessible to pupils and staff.

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

G. Use of formal reporting forms is not mandatory.

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

## V. INVESTIGATION

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

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

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

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

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

## VI. SCHOOL DISTRICT ACTION

A. Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action

taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

#### VII. REPRISAL

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

#### VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

#### IX. HARASSMENT OR VIOLENCE AS ABUSE

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

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

#### X. DISSEMINATION OF POLICY AND TRAINING

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

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

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

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

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

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

#### Legal References:

Minnesota Statute 15.85 (Discipline for Racial Harassment)

Minnesota Statute 121A.03, Subd. 2 (Model Policy - Sexual, Religious and Racial Harassment and Violence Policy)

Minnesota Statute Chapter 363A (Minnesota Human Rights Act)

Minnesota Statute 626.556 et seq. (Reporting of Maltreatment of Minors)

42 U.S.C. 2000e et seq. (Title VII of the Civil Rights Act)

#### Cross References:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination

Moorhead School Board Policy 401: Equal Employment Opportunity Statement



Moorhead School Board Policy 414: Employee Public and Private Personnel Data  
Moorhead School Board Policy 501: Equal Educational Opportunity  
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse  
Moorhead School Board Policy 551: Student Discipline

## APPENDIX A

\*\*\*\*ATTENTION\*\*\*\*

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

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





Superintendent of Schools  
**Moorhead Area Public Schools**

Memo S.08.082

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TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

Attached please find the policy, Drug-Free Workplace/Drug-Free School (572).

Suggested Resolution: Move to approve the policy, Drug-Free Workplace/Drug-Free School (572), as presented.

LPN:mde  
Attachment

Board Policies

**Drug-Free Workplace/Drug-Free School**

School Board Policy: 572

Section: 500 STUDENTS

Date Adopted: 6/24/1995

Date Revised: 1/24/2005

Dates Reviewed: 2/12/2001  
1/24/2005

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students of Moorhead Area Public Schools by prohibiting the use of alcohol, toxic substances and controlled substances without a physician prescription.

II. GENERAL STATEMENT ~~OF POLICY~~

- A. Use of controlled substances, toxic substances, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. It shall be a violation of this policy for any student, teacher, administrator, or other school district personnel, or member of the public to use alcohol, toxic substances or controlled substances in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. 812, including analogues and look-alike drugs.
- C. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- D. "Use" includes to sell, buy, distribute, dispense, possess, use or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- E. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.
- F. "School location" includes any school building or in any school premise; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. EXCEPTIONS

- A. It shall not be a violation of this policy for a person to bring onto a school location, for such person's own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the person has a physician prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. It shall not be a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. 624.701, Subd. 1a (experiments in laboratories).

## V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substances and associated necessary paraphernalia, such as an inhaler or syringe. The student must provide a copy of the prescription to the ~~(school nurse or principal~~ building administrator or other designated staff) to be kept on file, along with other emergency information. The Moorhead Area Public Schools licensed school nurse, trained health clerk, building administrator or teacher will administer the prescribed medication in accordance with school district procedures. It is the responsibility of the student to provide a copy of a renewal after prescription has expired.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substances and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the Superintendent.

F. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. 624.701, Subd. 1a, shall be by permission of the Moorhead ~~s~~School ~~b~~Board only. The applicant for permission shall apply in writing and shall follow ~~s~~School ~~b~~Board procedures for placing an item on the agenda.

## VI. ENFORCEMENT

### A. Students

1. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or law enforcement officials where appropriate.

### B. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination or discharge as deemed appropriate by the ~~s~~School ~~b~~Board.

2. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol assistance abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension or termination as deemed appropriate by the ~~s~~School ~~b~~Board.

3. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction.

4. Sanctions against employees, including nonrenewal, suspension, termination or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies.

### C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:

Minnesota Statute 121A.22 (Administration of Drugs and Medicine)

Minnesota Statute 340A.403 (3.2 Percent Malt Liquor Licenses)

Minnesota Statute 340A.404 Intoxicating Liquor; On-Sale Licenses)

Minnesota Statute 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)

Minnesota Statute 624.701 (Liquor in Certain Buildings or Grounds)

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

20 U.S.C. 7101-7165 (Safe and Drug-Free Schools and Communities Act)

21 U.S.C. 812 (Schedules of Controlled Substances)

21 C.F.R. 1308.11-1308.15 (Controlled Substances)

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

Cross Reference:

Moorhead School Board Policy 420: Chemical Use and Abuse

Moorhead School Board Policy 421: Employee Drug and Alcohol Testing

Moorhead School Board Policy 532: Medication

Moorhead School Board Policy 551: Student Discipline



Superintendent of Schools  
**Moorhead Area Public Schools**

Memo S.08.083

---

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: February 4, 2008

RE: Approval of Policy

Attached please find the policy, MAPS Graduation Policy (640).

Suggested Resolution: Move to approve the policy, MAPS Graduation Policy (640), as presented.

LPN:mde  
Attachment

Board Policies

**Moorhead Area Public Schools Graduation Policy**

School Board Policy: 640

Section: 600 EDUCATION PROGRAMS

Date Adopted: 7/30/1985

Date Revised: 4/10/2006

Dates Reviewed: 4/1990

4/14/1994

6/8/1998

5/9/2005

4/10/2006

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

It is the policy of the Moorhead Area Public Schools that all students must pass the Minnesota Basic Skills tests or the Minnesota Comprehensive Assessments Second Edition (MCA-IIs)/Graduation-Required Assessment for Diploma (GRAD) as per state requirements and must satisfactorily complete, as determined by the school district, all course requirements and graduation standards, as established by the School Board in order to graduate.

III. DEFINITIONS

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

B. "Department" means the Department of Education.

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

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

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

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

IV. TEST ADMINISTRATOR

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

V. REQUIREMENTS

A. All students must satisfactorily complete, as determined by the school district, either the basic skills requirements for students enrolled in grade 8 before the 2005-06 school year or the MCA-IIs/GRAD for students enrolled in grade 8 for the 2005-06 school year. Refer to Administrative Procedure 640.1: Middle and High School Completion.

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

1. Four credits of language arts;
2. Three credits of mathematics, encompassing at least algebra, geometry, statistics and probability sufficient to satisfy the academic standard; Beginning in the 2010-2011 school year, students must satisfactorily complete an algebra I credit by the end of grade 8. Students scheduled to graduate in the 2014-2015 school year or later must satisfactorily complete an algebra II credit or its equivalent.
3. Three credits of science, including at least one credit in biology; Beginning in the 2010-2011 school year, students scheduled to graduate in the 2014-2015 school year or later must satisfactorily complete a chemistry or physics credit.
4. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics, or three credits of social studies, encompassing at least United States history, geography, government and citizenship, and world history, and one-half credit of economics taught in a school's social studies, agriculture education or business department;
5. One credit in the arts; ~~and~~.
6. A minimum of seven elective course credits.
7. An agriculture science course may fulfill a science credit requirement to the specified science credits in biology or chemistry or physics under Section V.B.3. above.

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

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

D. Academic Standards in health, physical education, world languages, and vocational and technical education will be reviewed as a part of the curriculum cycle.

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

- ~~1. All students must complete all preparatory and high school content standards (see Administrative Procedure 640.1: Middle and High School Completion); and~~
- ~~2. All students must successfully engage in an appropriate number of standards. A student must:~~



~~a. Complete the required number of standards in grades 9-12. Twenty-four total standards are required.~~

~~or~~

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

## VI. MODIFICATION

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

## VII. EARLY GRADUATION

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

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

## VIII. TRANSFER STUDENTS:

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

Documents should include:

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

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

### Legal References:

Minnesota Statute 120B.02 (Educational Expectations for Minnesota's Students)  
Minnesota Statute 120B.07 (Early Graduation)  
Minnesota Statute 120B.11 (School District Process)  
Minnesota Statute 120B.023 (Benchmarks)  
Minnesota Statute 120B.024 (Graduation Requirements; Course Credits)  
Minnesota Rule Parts 3501.0010 to 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)  
Minnesota Rule Parts 3501.0200 to 3501.0290 (Rules Relating to Graduation Standards - Written Composition)  
Minnesota Rules Parts 3501.0505-3501.0635 (K-12 Standards)  
20 U.S.C. 6301 et seq. (No Child Left Behind Act)

### Cross References:

Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee  
Moorhead School Board Policy 620: Selection of Textbooks and Instructional Materials  
Moorhead School Board Policy 650: School District System Accountability  
Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards  
Moorhead School Board Policy 656: Basic Skills Standards Testing, Accommodations, Modifications, and Exemptions for IEPs, Section 504 Accommodations and LEP Students

5-M9-BOS  
25 Feb 2008

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

February 25, 2008  
7:00 p.m.

Breanna Borries  
KVLY  
1350 21st Avenue South  
Fargo, ND 58103

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

**ATTENDANCE:**

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

**A G E N D A**

**1. CALL TO ORDER**

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

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

- D. "We Are Proud"

\*\*\* **We Are Proud** of Nate Sand for winning the Horizon Middle School School Geography Bee held January 11, 2008. Tanner Swenson took second. Sand has taken a written test to determine if he qualifies for the Minnesota Geographic Bee in St. Paul. Tony Kunka is the Geography Bee coordinator.

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

## SCHOOL BOARD AGENDA - February 25, 2008

### PAGE 2

#### 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) Approval of Post-Secondary Readiness Grant Application - Pages 5-37

##### B. BUSINESS SERVICE MATTERS - Kazmierczak

##### C. HUMAN RESOURCE MATTERS - Nielsen

(1) Acceptance of Early Retirements - Pages 38-39

(2) Approval of Resignations - Page 40

##### D. SUPERINTENDENT MATTERS - Nybladh

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

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

Comments \_\_\_\_\_

#### 3. RESOLUTION DIRECTING ADMINISTRATION TO MAKE RECOMMENDATIONS FOR REDUCTIONS IN PROGRAMS AND POSITIONS AND REASONS THEREFORE: Nielsen

Pages 41-42

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

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

Comments \_\_\_\_\_

#### 4. SCHOOL BOARD RECOGNITION WEEK: Nybladh

Page 43

**SCHOOL BOARD AGENDA - February 25, 2008**  
**PAGE 3**

5. COMMITTEE REPORTS
6. OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD
7. ADJOURNMENT

**SCHOOL BOARD AGENDA - February 25, 2008**  
**PAGE 4**

**CALENDAR OF EVENTS**

| <u>Event</u>                                             | <u>Date</u> | <u>Time</u> | <u>Place</u> |
|----------------------------------------------------------|-------------|-------------|--------------|
| Technology Committee                                     | February 26 | 3:45 pm     | PCE          |
| Asp Parent Social                                        | March 3     | 6:30 pm     | Media Center |
| Reinertsen PTAC                                          | March 3     | 6:30 pm     | Media Center |
| High School PTAC                                         | March 3     | 7 pm        | MHS          |
| Precinct Caucuses (No School Activities After 6 pm)      | March 4     |             |              |
| Continuing Educ Committee                                | March 4     | 3:30 pm     | PCE          |
| Indian Educ Parent Com                                   | March 5     | 5 pm        | PCE          |
| Joint Powers Committee                                   | March 6     | 7 am        | Courthouse   |
| Horizon PTAC                                             | March 6     | 7 pm        | Media Center |
| Staff Development Committee                              | March 10    | 3:30 pm     | PCE          |
| Hopkins PTAC                                             | March 10    | 6:30-8 pm   | Media Center |
| School Board                                             | March 10    | 7 pm        | PCE          |
| Township Election Day (No School Activities from 6-8 pm) | March 11    |             |              |
| Staff Prof Dev Before/After Schl                         | March 12    |             |              |
| Instruction & Curr Adv Com                               | March 13    | 7 am        | PCE          |
| Health/Safety/Wellness Com                               | March 13    | 9:30 am     | PCE          |
| Early Chldhd Parent Adv Com                              | March 13    | 6:30 pm     | PCE          |
| No School                                                | March 17-21 |             |              |
| Community Ed Adv Council                                 | March 18    | 7 pm        | PCE          |
| Interagency Early Interv Com                             | March 19    | 12 pm       | FSC          |
| School Board                                             | March 24    | 7 pm        | PCE          |
| Activities Council                                       | March 25    | 7 am        | MHS          |
| Technology Committee                                     | March 25    | 3:45 pm     | PCE          |
| Staff Prof Dev Before/After Schl                         | March 26    |             |              |



Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.091 C

TO: Dr. Larry P. Nybladh  
FROM: Lynne Kovash *LK*  
DATE: February 19, 2008  
RE: Post-Secondary Readiness Grant Application

Attached is a grant application for *Moorhead Area Public Schools Post-Secondary Readiness Program*. The district is requesting \$100,000 from the Minnesota Office of Higher Education for a 15-month period of April 1, 2008 – June 30, 2009. The grant may be renewable.

The central goal of the *Moorhead Area Public Schools Post-Secondary Readiness Program* is to provide participating middle and high school students with the knowledge, skills and habits necessary to succeed in the first year of post-secondary education without the need for remedial or developmental education. The program will be designed to prepare students to meet the requirements for success at a four-year college or university, the process will also strongly encourage students to consider attending a technical college or a community college.

The funding will be designated for a coordinator to work with counselors, administrators and teachers to develop career readiness and rigorous academic coursework increasing post-secondary opportunities for all students. The district will partner with the University of Minnesota and its *Ramp Up to Readiness* program.

**SUGGESTED RESOLUTION:** Move to approve the submission of the *Moorhead Area Public Schools Post-Secondary Readiness Program* competitive grant application to the Minnesota Office of Higher Education for \$100,000.

LAK/kmr  
Attachment

**OFFICE OF HIGHER EDUCATION  
ADVISING AND COUNSELING FOR COLLEGE PROGRAM  
PROPOSAL COVER SHEET**

PROJECT TITLE Moorhead Area Public School Post-Secondary Readiness Program

APPLICANT ORGANIZATION Moorhead Area Public Schools

ADDRESS 2410 14<sup>th</sup> St. South

Moorhead, MN 56560

PROJECT DIRECTOR Lynne Kovash

TELEPHONE NUMBER (218) 284-3315 Work (701) 371-0252 Cell

FAX NUMBER (218) 284-3333 E-MAIL ADDRESS lkovash@moorhead.k12.mn.us

NAME AND ADDRESS OF EACH SCHOOL PARTICIPATING IN THE PROGRAM

1. Name: Moorhead High School
2. Name: Horizon Middle School
3. Name: Red River Area Learning Center

(Please list any additional schools on a separate page and attach)

NUMBER OF STUDENTS 2910 GRADE LEVEL 6-12

PROPOSAL FUNDING

|                     |                   |
|---------------------|-------------------|
| Requested Funds     | \$ <u>100,000</u> |
| Required Match      | \$ <u>50,000</u>  |
| Other Funds         | \$ _____          |
| Total Project Costs | \$ <u>150,000</u> |

AUTHORIZED REPRESENTATIVE INFORMATION

To the best of my knowledge and belief, all data in this proposal are true and correct. The document has been duly authorized by the governing body of the applicant, and the applicant will comply with program implementation and program reporting requirements if the grant is awarded.

Authorized Representative (Please type or print name clearly):

Title: Dr. Larry P. Nybladh, Superintendent

Phone: (218) 218-284-3335 Fax: (218) 284-3332

Signature of Authorized Representative:

Dr. Larry P. Nybladh Date February 15, 2008

h



**PROGRAM ABSTRACT**  
**ADVISING AND COUNSELING FOR COLLEGE PROGRAM**

**PROJECT TITLE:** Moorhead Area Public Schools Post-Secondary Readiness Program

**APPLICANT ORGANIZATION:** Moorhead Area Public Schools

**PROGRAM PARTNERS:** University of Minnesota

**TARGET STUDENT POPULATION:**

Student enrolled at Moorhead High School, Horizon Middle School and Red River Area Learning Center. The main focus of the grant will be to work with students in grades 8 -12, but some programming will begin with 6<sup>th</sup> grade students.

**OBJECTIVES:**

The central goal of the *Moorhead Area Public Schools Post-Secondary Readiness Program* is to provide participating middle and high school students with the knowledge, skills and habits necessary to succeed in the first year of postsecondary education without the need for remedial or developmental education.

In each of these areas, the *Moorhead Area Public Schools Post-Secondary Readiness Program* will be explicitly focused on helping students not only complete high school and gain admission to a postsecondary institution, but on preparing them to *get through* once they *get in*. While *Moorhead Area Public Schools Post-Secondary Readiness Program* will be designed to prepare students to meet the requirements for success at a four-year college or university, the process will also strongly encourage students to consider attending a technical college or a community college.

**PROGRAM DELIVERY METHODS:**

*Moorhead Area Public Schools Post-Secondary Readiness Program* will introduce the Minnesota Career Information System (MCIS) to 8<sup>th</sup> graders at the beginning of the school year. Students will set up their online portfolio that will follow them throughout their high school career. The student planning will continue through high school with personal learning plans including assessments, career exploration, academic support networks, postsecondary education information and networking. The school district will also partner with the Ramp-Up to Readiness™ partner to assist students through a program of in-person and Web-based strategies throughout their middle and high school careers.

**ANTICIPATED OUTCOME:**

The *Moorhead Area Public Schools Post-Secondary Readiness Program* will be explicitly focused on helping students not only complete high school and gain admission to a postsecondary institution, but on preparing them to *get through* once they *get in*. While *Moorhead Area Public Schools Post-Secondary Readiness Program* will be designed to prepare students to meet the requirements for success at a four-year college or university, the process will also strongly encourage students to consider attending a technical college or a community college.

**EVALUATION METHODS:**

The independent evaluation of Ramp-Up to Readiness™ and *Moorhead Area Public Schools Post-Secondary Readiness Program* will be conducted by the Center for Applied Research and Educational Improvement (CAREI).

*Moorhead Area Public Schools Post-Secondary Readiness Program*

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## *MOORHEAD AREA PUBLIC SCHOOLS POST-SECONDARY READINESS PROGRAM*

### A. DEMONSTRATED NEED

The objective of *Moorhead Area Public Schools Post-Secondary Readiness Program* is to increase the number and diversity of Moorhead Area Public School (MAPS) students who graduate from high school ready for the academic and social challenges of post-secondary educational opportunities and career opportunities.

A recent comprehensive review of scholarly research on college preparation and access concluded “The majority of an age cohort — perhaps more than 80 percent — needs some form of post-secondary education to live and work productively in a rapidly changing, information-based economy.”<sup>1</sup>

Data from Minnesota also reflects large gaps between the percentage of students who enroll in post-secondary education and who ultimately earn credentials and degrees. According to a recent report from the Minnesota Department of Education, while 65% of all 2004 high school graduates in Minnesota went on to attend a post-secondary institution inside or outside the state the following fall, the three-year graduation rate at the state’s two-year colleges that year was 36 %. These comparatively low rates of post-secondary completion are of particular concern because the fastest-growing demographic groups in Minnesota are also the ones that have historically had the least access to and success in higher education. Since 1989-90, the number of students of color enrolled in Minnesota schools has increased by more than 135 %, totaling over 100,000 students.

---

<sup>1</sup> George D. Kuh, Jillian Kinzie, Jennifer A. Buckley, Brian K. Bridges, John C. Hayek, “What Matters to Student Success: A Review of the Literature,” Commissioned Report for the National Symposium on Post-secondary Student Success: Spearheading a Dialog on Student Success, National Post-secondary Education Cooperative, July 2006, p. 105

The numbers of low-income students and students whose first language is not English are rising rapidly as well.<sup>2</sup>

While Minnesota's high school students had the top average score in the nation on the ACT college entrance exam in 2005, only 29 % of those students met or exceeded ACT's definition of college readiness in all four core academic subjects: English, reading, math and science. The scores of Black, Hispanic and American Indian students lagged significantly behind those of their White and Asian peers.<sup>3</sup>

Moorhead Area Public Schools have a significantly high percentage of students from backgrounds that are underrepresented in college and other post-secondary educational opportunities.

|                          | District | Moorhead High School | Horizon Middle School | Red River Area Learning Center |
|--------------------------|----------|----------------------|-----------------------|--------------------------------|
| Total Population         | 5400     | 1660                 | 1172                  | 134                            |
| Am. Indian               | 3%       | 2%                   | 3%                    | 18%                            |
| Asian                    | 2%       | 1%                   | 2%                    | 1%                             |
| Black                    | 3%       | 2%                   | 2%                    | 7%                             |
| Hispanic                 | 9%       | 6%                   | 8%                    | 34%                            |
| English Language Learner | 6%       | 4%                   | 7%                    | 8%                             |
| Special Ed.              | 14%      | 13%                  | 15%                   | 14%                            |
| Free and Reduced Lunch   | 29%      | 20%                  | 29%                   | 71%                            |

<sup>2</sup> Minnesota Minority Education Partnership, *The State of Students of Color*, 2006, p. 9

<sup>3</sup> Minnesota Department of Education, *Taking Minnesota Students from Nation-Leading to World-Competing: Setting a Course for Success in the 21st Century* (Roseville, MN: Minnesota Department of Education, April 2007), 33-37.

Moorhead Area Public Schools have a significant percentage of students who would be the first in their families to enroll in college. Nine percent of students self report through the High School Survey of Student Engagement (HSSSE) (spring 2006) at least one parent did not finish high school or obtain a GED. Thirty-five percent of students say that their parents completed high school or the equivalent.

Data from the HSSSE also demonstrates 87% of students have sometimes, rarely or never talked to an adult about career plans. Ninety-three percent of students also report that they have sometimes, rarely or never talked to an adult in the school about how to apply for college. Only 53% of students report that school contributed to growth-acquiring skills relating to work after high school. Seventy-six percent of students say they go to school to acquire the skills to go to college, while only 50% say they go to school to acquire the skills needed for the work place. The purpose of the grant is to plan and expand programs to address these needs.

The data on student participation in Advanced Placement (AP) testing indicates low participation by students from diverse backgrounds. In data collected from the 2006-07 AP test year, 13% of the students enrolled in the AP qualified for free and reduced lunch suggesting significant under-representation of this population of students.

District and school data indicates students receiving free/reduced lunch exhibit similar disparities of achievement, with 60% of the Hispanic students currently enrolled in AP coursework also qualifying for free/reduced lunch. When comparing achievement levels of Hispanic students enrolled in AP courses to achievement levels of Hispanic students overall in grades 6-12, Hispanic students overall score significantly lower on the MCA-II in both reading and math. The average scaled score for Hispanic students overall

in reading was 40 (partially proficient in meeting standards), and in math was 30 (did not meet standards). The average scaled score for students enrolled in AP coursework was 68 in reading (exceeding standards) and 59 in math (meeting standards).

#### **B. PLAN OF OPERATION**

The central goal of the *Moorhead Area Public Schools Post-Secondary Readiness Program* is to provide participating middle and high school students with the knowledge, skills and habits necessary to succeed in the first year of post-secondary education without the need for remedial or developmental education. The program will be targeted toward students who are otherwise unlikely to aim and prepare for post-secondary education, and will be used on a school-wide basis to ramp-up students who need extra support while also enhancing the academic motivation and preparation of students who are already on college bound paths. Over the course of their years in the program, the *Moorhead Area Public Schools Post-Secondary Readiness Program* will build students' capacity in four key areas:

- **Expectation:** Students will come to understand that completing some type of education after high school is essential to earning a "living wage" in the global knowledge economy of the 21<sup>st</sup> century. Over time, the program will ensure that all students *expect* (rather than just *aspire*) to complete a post-secondary credential or degree.
- **Preparation:** Students will develop Personal Learning Plans (multi-year plans to include middle, high school and post-secondary planning) that map out the

courses and experiences they need not only to gain admission to a post-secondary institution but to thrive once they get there.

- **Engagement:** Students will continually monitor their progress toward the goals of their Personal Learning Plans, and will work with parents, counselors, advisors, mentors and others to find opportunities for enrichment and support.
- **Access:** Starting in middle school, students and families will learn strategies for obtaining the most information possible regarding potential careers and what types of classes at the high school level will benefit and prepare them for their future.

In each of these areas, the *Moorhead Area Public Schools Post-Secondary Readiness Program* will be explicitly focused on helping students not only complete high school and gain admission to a post-secondary institution, but on preparing them to *get through once they get in*. While *Moorhead Area Public Schools Post-Secondary Readiness Program* will be designed to prepare students to meet the requirements for success at a four-year college or university, the process will also strongly encourage students to consider attending a technical college or a community college. If the student graduates from high school with the knowledge, skills and habits to succeed in college, but ultimately chooses another type of post-secondary education, then the project will still have served him or her well. This is true not only because the student will have had the realistic chance to consider going to college, but also because college-level skills in key subjects such as reading and math are now required to succeed not only at technical



schools but also in many high-skill fields that generally do not require a post-secondary degree.<sup>4</sup>

Over the course of the Ramp-Up to Readiness™ Design Project, Moorhead Area Public Schools will work with University of Minnesota staff and researchers and other schools and organizations in the Ramp-Up to Readiness™ Network.

A. Development of the Moorhead Area Public Schools Post-Secondary Readiness Program

A growing body of research suggests that a key element of closing the gap between high school students' college aspirations and their rates of completion is sending clearer messages about readiness to students, families and educators. We feel that many of our students and families are unaware of the career possibilities that exist for students, thus their ability to choose proper coursework is deterred, as they know they must take a certain class, but do not understand the reason for the class.

To address this problem, the *Moorhead Area Public Schools Post-Secondary Readiness Program* will introduce a career assessment integrated into Ramp-Up to Readiness™ such as the Minnesota Career Information System (MCIS) to 8<sup>th</sup> graders at the beginning of the school year. Students will set up an online portfolio that will follow them throughout their high school career. Lessons that are currently embedded in the assessment system will be used as the introduction to the career component. In addition, an initial interest inventory will be used for assessment. The goal is to help students

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<sup>4</sup> ACT, Inc., "Ready for College and Ready for Work: Same or Different?" (2006). Accessed at <http://www.act.org/path/policy/pdf/ReadinessBrief.pdf>.

begin thinking in terms of the importance of rigorous coursework as they progress into high school.

In early November, all 8<sup>th</sup> grade students will take the Explore test. Information from this test will help middle school counselors and teachers continue the dialogue with the students about careers, and allow the high school counselors to use the data for class placement in the 9<sup>th</sup> grade. A second meeting with all 8<sup>th</sup> grade students will occur in the spring to continue the lessons, as well as review a second Interest Inventory taken and compare with the first that was completed in the fall.

A required course in 9<sup>th</sup> grade is a class called Explore. Students will continue to access their online career and personal planning portfolio. A continuation of the lessons provided on career awareness will be a part of the curriculum. Students will use this opportunity to continue to look at their potential high school courses. In addition to the course, all 9<sup>th</sup> grade students will meet with a career coach in the fall and spring.

In the 10<sup>th</sup> grade, all students will once again meet with a career coach in the fall. A continuation of career awareness and rigorous course planning will take place and information will be inputted into their online personal portfolio. The PLAN test will be administered in November to all 10<sup>th</sup> grade students. In the spring, prior to registration, students will once again meet with a career coach. A continuation of the career awareness curriculum and full review of the PLAN results as they pertain to future coursework and potential careers will take place.

*The Moorhead Area Public Schools Post-Secondary Readiness Program* will guide students through a progression of milestones in these and other critical areas:

- Understanding personal interests, learning styles, academic strengths and challenges using a career assessment integrated into Ramp-Up to Readiness™ such as Minnesota Career Information System (MCIS).
- Career exploration a career assessment integrated into Ramp-Up to Readiness™
- Developing academic support networks with adults and peers
- Understanding the economic and social value of post-secondary education
- Understanding the different types of post-secondary education
- Connecting with individuals from similar backgrounds who have succeeded in post-secondary education
- Developing and refining personal post-secondary goals through the use of a career assessment integrated into Ramp-Up to Readiness™ .
- Choosing the right classes
- Making the transition from high school to higher education

B. Development of in-person and Web-based strategies and tools for helping students complete the *Ramp-Up Steps to Post-secondary Success*

In addition to interaction in-person with counselors, teachers, administrators and the public, the *Moorhead Area Schools Post-Secondary Readiness* program will also promote and support student engagement in preparation for college over the Web. The strong technology component of the program is intended to take advantage of the fact that the Internet is now the electronic main street for almost every aspect of teenage life,

including searching for and applying to institutions of higher education and as a social network for high school students. From blogs to MySpace pages to podcasts, today's college-bound students connect, communicate, and create collectively online."<sup>5</sup>

#### Timeline Summary

- April 1, 2008-June 1, 2008: General planning and getting organized
- June 1, 2008-September 1, 2008: Project Coordinator and other staff members participate in intensive project design in collaboration with University researchers, staff, and other schools in the Ramp-Up to Readiness™ Network
- September 1, 2008-January 1, 2009: Project Coordinator leads development of strategies for implementing Ramp-Up to Readiness at the school site and participates in overall project design through the Ramp-Up to Readiness™ Network
- January 1, 2009-July 1, 2009: Initial targeted or school-wide implementation of the program followed by analysis of evaluation findings and planning to sustain and enhance the program using existing school resources during the 2009-2010 school year

Moorhead Area Public Schools has a long history of collaborative efforts within the community. The high school and Red River Area Learning Center staff will continue to work with Minnesota State University Moorhead and Minnesota State Community and Technical College with student programming for post-secondary opportunities.

Moorhead Area Public Schools has been a contributing partner with Lakes Country

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<sup>5</sup> "Engaging the 'Social Networking' Generation: How to Talk to Today's College-Bound Juniors and Seniors," Sponsored by the National Research Center for College and University Admissions, James Tower and Noel-Levitz, Iowa City, Iowa, [www.noellelevitz.com](http://www.noellelevitz.com), 2007.

Service Cooperative on many educational initiatives. We are anticipating a continued partnership and sharing of the lessons learned through these partnerships and programming with other schools in our region.

In addition to these school-based partnerships, Moorhead Area Public Schools will participate in the statewide Ramp-Up to Readiness™ network that will collaborate on the design of the project. The Ramp-Up to Readiness™ Network will also engage the expertise and resources of other institutions and organizations beyond the University of Minnesota.

### C. EVALUATION PLAN

The independent evaluation of Ramp-Up to Readiness™ will be conducted by the Center for Applied Research and Educational Improvement (CAREI). CAREI is an independent research and evaluation center in the College of Education and Human Development at the University of Minnesota. Moorhead Area Public Schools has been a member of CAREI for two years.

The lead evaluator for Ramp-Up to Readiness is Dr Judith Hornbacher. Dr. Hornbacher is an experienced educator and evaluator, with over 40 years of professional engagement in education. She has served as a teacher and principal, curriculum director and arts coordinator in Minnesota and California. In her third year as a Senior Fellow with CAREI, she has worked with numerous evaluations.

In addition to Dr. Hornbacher, the evaluation work will be supported with a graduate research assistant who has a background in community engagement as a social

worker. Their work plan is to be highly interactive with the project leaders during the planning period at the beginning of the grant. Thus, the detailed evaluation plan and specific measures of goal attainment will be developed with the program leaders during the initial planning period of the grant. Finally, the evaluation team will also continue to monitor the published academic literature as new findings emerge about post-secondary research and evaluation. The new information will be included in the evaluation reports as they are written.

The formative data gathered during the period of grant funding from the Minnesota Office of Higher education will provide the project with useful feedback about the early implementation efforts, specifically seeking to know how the development of the Ramp-Up to Readiness design is progressing and what if any obstacles or barriers have emerged, which parts of the program are operating well and at what sites, how extensively the student Post-secondary Plan is being used, and which features need to be re-thought or fine-tuned. For example, the evaluation will assess the practical feasibility of the use of the activities that are part of the steps in the framework. The formative evaluation will help to determine if the schools selected for participation as design schools in the project are fully engaged in the efforts. The evaluation will also seek feedback about the Ramp-Up to Readiness™ Web site and will assist the project team to determine how the elements in the project may need to be shaped to accommodate the similarities and differences between high schools and middle schools, as the project expands in scope.

The summative evaluation will ultimately examine two main areas and both quantitative and qualitative data will be used to assess the project:

- Overall quality of project implementation, as measured through the evaluation components noted previously, and
- Number and diversity of students in Ramp-Up to Readiness™ design schools that are ready for or in the “readiness stream” for the academic and social challenges of higher education.

Specific to the outcomes for students, the following outcome measures will be used, with the data disaggregated by subgroup:

- Percent increase in the number and/or percentage of students in each grade who have completed a Personal Learning Plan to include post secondary opportunities.
- Percent increase in the number and/or percentage of parents or other family caregivers who access their student's Post-secondary Plans.
- Percent increase in the number and/or percentage of school or community organization staff who have accessed their students' Post-secondary Plans.
- Percent increase in the number and/or percentage of students in each grade who have any type of educational plan that extends beyond high school.
- Percent increase in the number and/or percentage of students taking the ACT and SAT college entrance tests.
- Percent increase in the number and/or percentage of students who meet college readiness standards in each of the four major subject areas as identified by ACT.
- Percent increase in the number and/or percentage of students who graduate from high school on time in four years.



- Percent increase in the number and/or percentage of students applying to at least one 2- or 4- year college.
- Percent increase in the number and/or percentage of students persisting and graduating from a 2- or 4-year college.

#### **D. ADEQUACY OF RESOURCES, QUALITY OF PERSONNEL**

Moorhead Area Public Schools will develop a site leadership team. The team will consist of the project coordinator, a district administrator, building administrators from Moorhead High School, Horizon Middle School and Red River Area Learning Center, a counselor from each building, a teacher from each building, academic instructional coaches from English/Language Arts and mathematics, and the STEM (Science, Technology, Engineering and Mathematics) integrationist. Each school will be a part of the planning and implementation of the project as well as participating in Ramp-Up to Readiness™. Through this leadership team communication and professional development will be conducted at each of the buildings, with opportunities for students at the core of the program. Chad Mattson will be the project coordinator in our district. His qualifications are included in the appendices to this proposal. Chad has been an integral part of a STEM Lighthouse Grant from the Minnesota Department of Education, a district leader in the counseling department, and provides the district with support, guidance and leadership in technology integration in the area of career counseling.

This leadership team will also participate in the statewide implementation of Ramp-Up to Readiness™. The school's Ramp-Up Coordinator will serve on the statewide Ramp-Up Leadership Team along with University researchers and staff, Ramp-

Up Coordinators from other participating schools and representatives of other institutions of higher education and other key partners. Two members of the University of Minnesota faculty will serve as lead researchers on the project:

- Dr. Sandra Christensen is the Birkmier Professor of Educational Leadership in the College of Education and Human Development at the University of Minnesota. An internationally recognized scholar of school psychology, she will contribute her deep experience in understanding and enhancing student engagement in school and learning to the project.
- Dr. Christine Greenhow is a postdoctoral associate in learning technologies in the College of Education and Human Development at the University. Her research focuses on ways that emerging networked technologies are reshaping relationships among people and organizations and transforming the processes of learning, teaching, and collaboration.

Detailed information on these researchers' professional qualifications is included in the appendices to this proposal.

Overall leadership of Ramp-Up to Readiness™ will be provided by Kent Pekel, the Executive Director of the University of Minnesota's College Readiness Consortium. A vita that outlines Pekel's work in education at the school, district, federal and university levels is included in the appendices to this proposal. Through this project it is anticipated that Moorhead Area Public Schools students will be more engaged in high school programming and better prepared for post-secondary academic success.

### **E. Budget Narrative**

The bulk of the grant dollars will be used to pay for a career coach to serve as a project coordinator for collaborative projects, and to work with students and staff to plan and implement a program that will be sustained after the grant-funding period. Grant funding has also been designated for planning for staff and site leadership work. Grant funding will provide for travel; this is crucial as the district is located in the Northwestern part of the state. Funding for substitute teachers is included to provide for continued training through the grant. A set amount has also been allocated to provide for field trips to colleges and other college materials. The CAREI Evaluation costs are also provided through grant funding.

In-kind funding will provide for personnel costs for administrator involvement from the district and building level. Technical support will also be provided through district in-kind funding. All supplies, meeting expenses, communication and technical infrastructure will be provided through in-kind funding. The office space for the coordinator will be provided by the district as in-kind support.

# ADVISING AND COUNSELING FOR COLLEGE PROGRAM

## Budget

INSTITUTION/ORGANIZATION *Moorhead Area Public Schools*

PROJECT DIRECTOR *Lynne Kovash*

### 1. PERSONNEL COSTS

|                                                                                                                 |                     |                       | REQUESTED<br>PROGRAM<br>FUNDS | MATCHING<br>FUNDS | APPROVED<br>BUDGET |
|-----------------------------------------------------------------------------------------------------------------|---------------------|-----------------------|-------------------------------|-------------------|--------------------|
| A. Salaries for Grantee Personnel<br>(Name and program position)                                                | Rate                | Number<br>Of<br>Days  |                               |                   |                    |
| Career Coach Counselor – to begin 7/1/08                                                                        |                     | 10 months<br>fulltime | \$57,400                      |                   |                    |
| Site Team: 3 Principals/ Assistant Supt.                                                                        | Daily \$450         | 40 days               |                               | \$18,000          |                    |
| Site Team: Teachers and counselors (8<br>members, 4 days each for training and<br>development)                  | Daily \$200         | 32 days               | \$6,400                       |                   |                    |
| Extra contract time (counselors and<br>eachers)                                                                 | \$27.34 per<br>hour | 50 hours              | \$1,367                       |                   |                    |
| 1/2 staff development day (on average) for<br>eachers and counselors (150 staff members)                        | Daily \$200         | 150 days              |                               | \$15,000          |                    |
| Technology support staff time                                                                                   | Daily \$250         | 10 days               |                               | \$2,500           |                    |
| TOTAL SALARIES                                                                                                  |                     |                       | \$65,167                      | \$35,500          |                    |
| B. Fringe Benefits Based on (I.A.) Salaries Paid                                                                |                     |                       |                               |                   |                    |
| Career coach counselor fringe ( 29 %)                                                                           |                     |                       | \$16,415                      |                   |                    |
| Site team and training fringe ( 13 %)                                                                           |                     |                       | \$1,010                       | \$1950            |                    |
| Technology staff fringe ( 13 %)                                                                                 |                     |                       |                               | \$325             |                    |
| TOTAL PERSONNEL COSTS (Add salaries and fringe benefits)                                                        |                     |                       | \$17,425                      | \$2275            |                    |
| C. PERSONNEL TRAVEL                                                                                             |                     |                       |                               |                   |                    |
| Project Director – for traveling to Ramp-Up for Readiness project<br>meetings and workshops, and site visits    |                     |                       | \$2,000                       |                   |                    |
| Other Project Staff – for traveling to Ramp-Up for Readiness project<br>meetings and workshops, and site visits |                     |                       | \$3,408                       |                   |                    |
| TOTAL PERSONNEL TRAVEL                                                                                          |                     |                       | \$5,408                       |                   |                    |
| CONSUMABLE SUPPLIES & INSTRUCTIONAL MATERIALS                                                                   |                     |                       |                               |                   |                    |
| Student incentives: field trips to colleges, college memorabilia                                                |                     |                       | \$2,000                       |                   |                    |
| Meeting expenses                                                                                                |                     |                       |                               | \$1,500           |                    |
| Supplies                                                                                                        |                     |                       |                               | \$1,500           |                    |

**Proposal Budget (Continued)**

|                                                                                                            | REQUESTED<br>PROGRAM<br>FUNDS | MATCHING<br>FUNDS | APPROVED<br>BUDGET |
|------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------|--------------------|
| <b>4. UTILITIES, TELEPHONE, OTHER COMMUNICATION</b>                                                        |                               |                   |                    |
| A. Communications                                                                                          |                               | \$1,000           |                    |
| B. Computer infrastructure                                                                                 |                               | \$5,000           |                    |
| C.                                                                                                         |                               |                   |                    |
| <b>5. RENTAL LEASE OR PURCHASE OF EQUIPMENT</b>                                                            |                               |                   |                    |
| A.                                                                                                         |                               |                   |                    |
| B.                                                                                                         |                               |                   |                    |
| C.                                                                                                         |                               |                   |                    |
| <b>6. CONTRACTUAL</b>                                                                                      |                               |                   |                    |
| A. Evaluation conducted by University of Minnesota Center for Applied Research and Educational Improvement | \$8,000                       |                   |                    |
| B.                                                                                                         |                               |                   |                    |
| C.                                                                                                         |                               |                   |                    |
| <b>7. OTHER DIRECT COSTS</b>                                                                               |                               |                   |                    |
| A. Substitute staff when teachers, participate in professional development sessions                        | \$2,000                       |                   |                    |
| B. Office space for college counselor [ 30 sq. ft x operating costs]                                       |                               | \$3225            |                    |
| C.                                                                                                         |                               |                   |                    |
| <b>8. TOTAL DIRECT COSTS (Sum of items 1-7)</b>                                                            | \$ 100,000                    | \$50,000          |                    |
| <b>9. TOTAL INDIRECT COSTS (5%)</b>                                                                        |                               |                   |                    |
| <b>10. TOTAL COSTS (Sum of items 8-9)</b>                                                                  | \$ 150,000                    |                   |                    |
| <b>11. TOTAL REQUESTED GRANT FUNDS</b>                                                                     | \$ 100,000<br>[maximum]       |                   |                    |

Kent Pekel

Kent Pekel is an educator who has worked at the school, district, federal and university levels. He is currently the founding Executive Director of the University of Minnesota's College Readiness Consortium, a new organization working to provide every Minnesota student with the knowledge and skills they need to succeed in higher education and the global economy. Among the consortium's early initiatives are the Minnesota Principals Academy, a year-long executive development program for practicing school leaders, and the Minnesota's Promise Project, a multi-faceted effort to create a statewide system of education in Minnesota that is coherent from the capitol to the classroom and that enables all students to achieve at world-class levels. Pekel also coordinates the University of Minnesota's leadership of the Minnesota P-16 Partnership, which brings together key institutions and organizations from the K-12 and higher education sectors to strengthen and align programs and policies from early childhood through postsecondary education.

Before joining the university in July, 2006, Pekel was a Senior Associate for Policy with the National Center on Education and the Economy, a non-profit organization based in Washington, D.C. In that capacity, he coordinated the launch of the State Alliance for High Performance, a new initiative that is working to raise student achievement in low-performing schools and districts using international best practices in education policy, organizational design and instructional practice.

From 2000-2005, Pekel served on Superintendent Patricia Harvey's senior staff in the Saint Paul Public Schools, first as the superintendent's Chief-of-Staff and then as Executive Director of Research and Development. In that capacity, he led the offices of strategic planning and policy, high school reform, research and assessment, educational technology, school-wide continuous improvement planning and fund development for the 41,000-student urban school district.

From 1995-2000, Pekel held several senior staff-level positions in the Clinton Administration. As a White House Fellow and Special Assistant to the Director of the Central Intelligence Agency from 1995-96, he conducted the first extensive study of organizational ethics at the CIA, the unclassified version of which was published and recognized by the Center for the Study of Intelligence in 1997 as one of the ten best contributions to the study of intelligence. As Special Advisor to the U.S. Deputy Secretary of State from 1996-98, he managed press relations and wrote speeches and articles that appeared in the *New York Times*, the *Economist*, *Time* and other publications. As Special Assistant to the U.S. Deputy Secretary of Education in 1999, Pekel coordinated the development of the Clinton Administration's legislative proposal for reauthorization of Title II of the Elementary and Secondary Education Act.

Prior to his time in Washington, Pekel taught at the high school level in Minnesota and at the college level in China. He has received a Superior Honor Award from the U.S. Department of State, the Administrator of the Year Award from the Saint Paul Counselors Association and the Educator of Excellence Award from BestPrep, a Minnesota-based non-profit educational organization. He has been the recipient of fellowships from the Yale-China Association, the President's Commission on White House Fellowships and the German Marshall Fund of the United States. He currently

serves on the boards of the Minnesota International Center and the Minnesota Council on Economic Education and is active in other community organizations.

Pekel holds a B.A in East Asian Studies from Yale University and a Master's in Education from the Harvard Graduate School of Education. He lives in Saint Paul with his three children.



# SANDRA L. CHRISTENSON

## EDUCATION

- 1988 Ph.D. Educational Psychology, University of Minnesota  
1971 M.A. Educational Psychology, California State University  
1968 B.A. Child Psychology, University of Minnesota

## ACADEMIC EMPLOYMENT

- Professor, Department of Educational Psychology, September 1999 -present  
Adjunct Professor of Child Psychology, October 1995-present  
Adjunct Professor of Psychology, September 2004-present  
Coordinator, School Psychology Program, University of Minnesota, October 1992-September 2000;  
June 2002-2005  
Full Graduate Faculty status, effective Fall 1991

## EDITORIAL ACTIVITIES (Recent)

- Scientific Advisory Panel, *School Psychology Review*, 2005-  
Co-Editor (with Susan Sheridan), Division 16 Book Series, *Applying Psychology to the Schools*, 1998-2003  
Section Editor, *School Psychology Quarterly*, 1998-2003  
Editorial Advisory Board, *Encyclopedia of School Psychology (ESP)*, 2003-2005  
Editorial Review Board, *American Educational Review Journal (AERJ)*, 2004-2006  
Editorial Board, *Journal of School Psychology*, 1992-2004  
Editorial Board, *Journal of Educational and Psychological Consultation*, 1989-2000  
Editorial Board, *School Psychology Quarterly*, 1988-1991, 1994-1998  
Editorial Board, *School Psychology Review*, 1990-1992; 1996-1998

## PROFESSIONAL AFFILIATIONS AND SELECTED RECENT ACTIVITIES

- NASP National Association of School Psychologists  
Children's Services Committee, Chair of Family Committee, 1992-1994  
Co-Editor for the 1992 book, *Home-School Collaboration*  
Family-School Collaboration Task Force, 2002-present  
School Psychology Futures Advisory Board, 2005-2006  
MSPA Minnesota School Psychology Association  
Editor for the 1990 Monograph  
AERA American Educational Research Association  
Chair for 1995 Convention, Treasurer/Secretary, SEL SIG, 2007  
APA American Psychological Association, Division 16: School Psychology  
• Division 16 School Completion Task Force, 1997-2005  
• Division 16 Task Force on Evidenced Based Interventions, 1999-2005  
• Division 16 Task Force on School Psychology Specialty Definition/University Training Competencies, 1999-2000  
ISPA International School Psychology Association  
ASPPB Practice Analysis Task Force, 1994-1995  
CDSPP Council of Directors of School Psychology Programs, 1994-1997  
SSSP Grant reviewer, 2004, Secretary, 2004-2006, President-Elect, 2006-2008

## AWARDS

- Senior Scientist Award, American Psychological Association, August 2007  
Fellow of Division 16, American Psychological Association, August 2007  
University/Community Fellow with the Child Youth, and Family Consortium, 2007- present  
Emma M. Birkmaier Professor for Educational Leadership, 2004-2006  
Blance F. Ittleson Award, American Orthopsychiatric Association, June 2005  
Journal article, "The family-school partnership: An opportunity to promote the learning competence of all students" was selected by APA Division 16 as the 2003 Article of the Year Award in *School Psychology*.  
Elected to Membership in the Society for the Study of School Psychology (SSSP), 1997  
Lighthouse Award, American Psychological Association, Division 16 (School Psychology), May 1992  
Prudential Award, National Association of School Psychologists, March 1992

Journal article, "Family factors and student achievement: An avenue to increase students' success," was recognized by APA Division 16 as the outstanding article in *School Psychology Quarterly* in 1992  
Fellow of the American Academy of School Psychology

## **PUBLICATIONS**

### **Books (4, including:)**

- Christenson, S. L., & Conoley, J. C. (Eds.) (1992). *Home-school collaboration: Enhancing children's academic and social competence*. Silver Spring, MD: National Association of School Psychologists
- Christenson, S. L., & Sheridan, S. M. (2001). *School and families: Creating essential connections for learning*. NY: Guilford Press

### **JOURNAL ARTICLES (67, including:)**

- Christenson, S.L., Sinclair, M.F., Lehr, C.A., & Godber, Y. (2001). Promoting successful school completion: Critical conceptual and methodological guidelines. *School Psychology Quarterly*, 16(4), 468-484
- Lehr, C.A., Hansen, A., Sinclair, M.F., & Christenson, S. L. (2003). Moving beyond dropout towards school completion: An integrative review of data-based interventions. *School Psychology Review*, 32(3), 342-364
- Sinclair, M.F., Christenson, S.L., Lehr, C.A., & Anderson, A.R. (2003). Facilitating student engagement: Lessons learned from Check & Connect Longitudinal studies. *The California School Psychologist*, 8(1), 29-42
- Anderson, A.R., Christenson, S.L., Sinclair, M.F., & Lehr, C. A. (2004). Check & Connect: The importance of relationships for promoting engagement with school. *Journal of School Psychology*, 42, 95-113
- Christenson, S.L., & Thurlow, M.L. (March, 2004). Keeping kids in school: Efficacy of Check & Connect for dropout prevention of high-risk students. *Communique*, 32(6), 37-40
- Appleton, J.J., Christenson, S.L., Kim, D., & Reschly, A.L. (2006). Measuring cognitive and psychological engagement: Validation of the Student Engagement Instrument. *Journal of School Psychology*, 44(5), 427-445
- Decker, D.M., Dona, D.P., & Christenson, S.L. (2007). Behaviorally at-risk African American students: The importance of student-teacher relationships for student outcomes. *Journal of School Psychology*, 45(1), 83-109
- Kortering, L., & Christenson, S.L. (In press). Engaging students in school and learning: The real deal for school completion. *Exceptionality*
- Furlong, M.J., & Christenson, S.L. (In press). Engaging students at school and with learning: A relevant construct for all students. *Psychology in the Schools*
- Book Chapters (28, including:)**
- Christenson, S. L., & Reschly, A. L. (In press). Check & Connect: Enhancing school completion through student engagement. In E. Doll, & J. Charvat (Eds.). *Handbook of Youth Prevention Science*

In addition, Professor Christensen is the author of 55 Research Reports and Monographs, has presented numerous papers, addresses and workshops, been engaged as a consultant many times, contributed many hours of service to her university and advised many students on their dissertations.

**Margaret J. Hornbacher**

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Minneapolis, MN 55410

H (612) 926-9386 C (612) 668-4083 Fax (612) 929-0180)

horn0017@umn.edu or jhornbacher@aol.com**Summary of Qualifications**

Experienced K-12 education and arts administrator; researcher, supervising principal, curriculum director, secondary school principal in urban and suburban settings; leadership development, principal training; program design and implementation; district/community partnerships; strong management and human relations skills; visionary leadership with straightforward, participatory style.

**Education**

PhD, Education Policy and Administration

University of Minnesota 1992

Administrative Services Credential

California State, Hayward, CA

Secondary Teaching Credential

University of California, Berkeley

Bachelor of Arts

University of California, Berkeley

**Professional Experience**

|                                          |                                                                                                                                              |                        |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Senior Fellow                            | University of Minnesota, Dept. of<br>Education and Human Development,<br>Center for Applied Research and Educational<br>Improvement (CAREI), | 2005-                  |
| Site Consultant                          | Annenberg Institute for School Reform                                                                                                        | 2004-05                |
| Project Consultant                       | Achieve! Minneapolis                                                                                                                         | 2004-                  |
| Principal on Special Assignment          | Minneapolis Public Schools                                                                                                                   | 2000-2004              |
| Director Arts Education and Partnerships | Minneapolis Public Schools                                                                                                                   | 1997-2004              |
| Principal                                | Nicollet Junior High School<br>ISD 191                                                                                                       | 1995-1997              |
| Associate Principal                      | Burnsville Senior High School<br>Nicollet Junior High School ISD 191                                                                         | 1988-1995              |
| Associate Principal                      | North Community High School<br>Minneapolis Public Schools                                                                                    | 1985-1988              |
| Fine Arts Consultant                     | Minneapolis Public Schools                                                                                                                   | 1983-1985              |
| Coordinator of Instruction               | San Ramon Valley Schools<br>Danville, CA                                                                                                     | 1980-1982              |
| High School Teacher                      | Oakland, Vallejo, San Ramon, CA                                                                                                              | 1974-1979<br>1965-1972 |

### Areas of Experience

|                         |                     |                              |
|-------------------------|---------------------|------------------------------|
| Research /Evaluation    | Diverse populations | Non Profit boards            |
| Budget management       | Program Innovation  | Fund Raising                 |
| Team building           | Pre K-12 Curriculum | Personnel hiring/supervision |
| Project management      | Site-based mgt      | Prof. Development            |
| Partnership development | Grant writing       |                              |

### Publications

Hornbacher, Judy & Paulsen, Pamela, *Arts in a High Stakes Era, Principal Leadership, Middle Level Edition*, National Association of Secondary School Principals, January, 2001, 51-53.

Hornbacher, Margaret J. (1996). *Voices: Getting Girls to Speak*, (*VIP Administrative Solutions*, 29, (4), 1-2.)

Hornbacher, Margaret J. & Rickabaugh, J. (1994), *Are administrators just whining about working harder or is something really going on here?* (*VIP Views, Insights and Perspectives*, 25, (6), 1-5.

Hornbacher, Margaret J. (1992). *Leadership Consensus and Quality in Eight Magnet programs of the Minneapolis Public Schools*: A thesis submitted to the faculty of the Graduate School of the University of Minnesota.

### Professional Activities and Awards

Friends of the University Library Advisory Board  
Board of Directors, Learning Through Music Consulting Group  
Education Advisory, Childrens Theatre Company  
Consultant, Minnesota Department of Education Scholars of Distinction  
Consultant, Charlotte, North Carolina Arts Consortium  
Advisor, Perpich Center for Arts Education  
Advisory, Mixed Blood Theater  
Board of Directors, Eye of the Storm Theatre  
Minnesota Administrative Scholar: National Gallery of Art, Washington, D.C.  
Twin Cities Mayors Arts Award  
John F. Kennedy Center for the Arts Administrators Award  
Chair, Board of Directors, Minnesota Alliance for Arts in Education  
Consultant, Speaker: College Board, National Association of Secondary Principals, State of California  
Department of Education, Minnesota Music Educators, Minnesota Art Educators,  
Minnesota Comprehensive Arts Planning

### References

Dr. Kyla Wahlstrom, Executive Director, CAREI, University of Minnesota  
Catherine Jordan, President and CEO Achieve! Minneapolis  
David Jennings, Superintendent of Schools, Chaska, Minnesota  
Dr. Carol Johnson, Superintendent of Schools, Nashville, Tennessee  
Dr. David O'Fallon, Executive Director, MacPhail  
Kate Johnson, Education Director, Minneapolis Institute of Arts  
Neal Cuthbert, McKnight Foundation

Chad A. Mattson  
2704 32<sup>nd</sup> St S  
Moorhead, MN 56560  
218.287.5694 h - 701.388.1320 c  
cmattson@moorhead.k12.mn.us

## **WORK EXPERIENCE**

### **Guidance Counselor**

**06/2004 – Present**

Moorhead Public Schools  
Moorhead High School  
Moorhead, MN

- Work with a tenth thru twelfth grade caseload of 400 students.
- Serve as College/Scholarship counselor for a senior class of 377 students.
- Use Powerschool to help build the Master Schedule as well as individual student schedules.
- Coordinate Awards Night program to honor Scholarship and Academic winners.

### **Varsity Baseball Coach**

**03/2007 – Present**

Moorhead Public Schools  
Moorhead High School  
Moorhead, MN

- Serve as outfield coach for the Moorhead Spud baseball program.

### **Varsity Football Coach**

**06/2004 – Present**

Moorhead Public Schools  
Moorhead High School  
Moorhead, MN

- Serve as wide receiver coach for the Moorhead Spud football program.

### **Guidance Counselor**

**08/2001 – 06/2004**

Clark County School District  
Centennial High School  
Las Vegas, NV

- Worked with a ninth thru twelfth grade caseload of 450 students.
- Serve as College/Scholarship counselor for a senior class of 831 students.
- Served as Peer Mediation Coordinator for 2 years.
- Served as one of two counselors's whose focus was to help incoming 9th grade student's transition from middle school to the state of Nevada's largest high school of 4000 students

## EDUCATION

|                                                                                    |                   |
|------------------------------------------------------------------------------------|-------------------|
| <b>Masters of Educational Counseling</b><br>University of Phoenix<br>Las Vegas, NV | 07/2000 – 06/2002 |
| <b>Masters of Teaching</b><br>Grand Canyon University<br>Las Vegas, NV             | 09/1998 – 06/2000 |
| <b>B.A. Secondary Education</b><br>Concordia College<br>Moorhead, MN               | 08/1995 – 05/1996 |
| <b>B.A. P.E./Health</b><br>Concordia College<br>Moorhead, MN                       | 08/1989 – 05/1993 |

**Lynne A. Kovash**  
962 18<sup>th</sup> Ave. Circle North  
Moorhead, MN. 56560  
218-233-9467

**Education:**

|                                                           |                            |                          |
|-----------------------------------------------------------|----------------------------|--------------------------|
| 2003 – present<br><i>Ed D. Expected 2008</i>              | University of North Dakota | Educational Leadership   |
| 1994-1998<br><i>License programs</i>                      | Tri-College                | Education Administration |
| 1988-1994<br><i>Master of Science – Special Education</i> | Moorhead State University  | Special Education        |
| 1982-1985<br><i>Teaching License – Language Arts 7-12</i> | Moorhead State University  | Education                |
| 1970-1977<br><i>Bachelor of Arts - English</i>            | Moorhead State University  | English                  |

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**Current Professional Licenses**

- 7-12 English Language Arts
- K-12 Emotionally Behaviorally Disordered
- K-12 Specific Learning Disabilities
- District Superintendent
- District Director of Special Education
- Elementary School Principal
- Secondary School Principal

**Professional Experience and Related Activities**

*1999-present Assistant Superintendent for Teaching and Learning  
Moorhead Area Public Schools*

- Responsible for the leadership and administrative management in the school district as related to educational programming.
- Direct teaching staff in curriculum mapping and curriculum review.
- Responsible for and direct activities in professional development, assessment, curriculum and instruction.
- Responsible for the development of policy and procedures as related to student matters.



- Responsible for supervision of the technology, learner support (special education and federal programs), alternative education, gifted and talented, staff development and community education.
- Responsible for the budget in areas related to student management and curriculum.
- Provide district with monthly enrollment reports and enrollment projections.
- In 2001 and 2002 helped lead the district in a collaboration process as a part of budget reductions (worked with the superintendent and assistant superintendent of business services to develop the process and carry out the process).
- Led community task forces in the areas of demographics, alternative education, middle school and small learning communities.
- Worked with the superintendent and assistant superintendent for business services in providing community information for a successful 64 million dollar bond referendum.
- Helped coordinate and facilitate the building design teams for new construction and remodels.
- Responsible for maintaining all records as related to student learning matters.

#### **Grant Development**

- Worked with district team to successfully obtain a \$20,000 Lighthouse STEM grant, Gifted and Talented Grant and Advanced Placement Grant from the Minnesota Department of Education.
- Worked with district team to successfully obtain a \$60,000 renewable Response to Intervention Grant through the Minnesota Department of Education.
- Worked with Moorhead Police Department to write and successfully obtained a \$250,000 grant for School Resource Officers in the junior and senior high school.
- Wrote and successfully obtained a \$10,000 grant to research the development of an arts high school.
- Wrote the federal portion of the Title II and Title V Entitlement Grants for 6 years.

#### **Recent and Current Professional Involvement**

- Board Member of Minnesota Association of Supervision and Curriculum Development
- Member of Minnesota Association of School Administrators (MASA)
- Member of Minnesota Staff Development Council
- Member of Graduate Studies Advisory Board, MSUM

February 19, 2008

Nancy B. Walters, Ph.D.  
Office of Higher Education  
1450 Energy Park Drive, Suite 350  
St. Paul, MN 55108

Dear Dr. Walters:

I am writing to express my support for the proposal that the Moorhead Area School District has submitted to the Minnesota Office of Higher Education to participate in the Advising and Counseling for College Program. Through participation in this important new State initiative, the Moorhead School District will be able to help design and launch Ramp-Up to Readiness<sup>TM</sup>, an innovative new initiative that has the potential to dramatically enhance the readiness of Minnesota students for success in college and other forms of postsecondary education.

A detailed description of the Ramp-Up to Readiness Design Project is included with this letter of support. In brief, the project will enable Moorhead High School, middle school and area learning center to work with the University of Minnesota's College Readiness Consortium and other leading organizations from the preK-12 and higher education sectors to develop a program that puts participating junior and senior high school students on the path to college readiness. Supported by a \$1 million start-up grant from the Bush Foundation, participants in the Ramp-Up to Readiness Design Project will work together to develop the Ramp-Up Steps to Postsecondary Success, a research-based sequence of courses, projects, activities and experiences that help students master the knowledge, skills and habits they need to succeed in higher education. Students who participate in Ramp-Up to Readiness will develop personal Postsecondary Plans that guide their progress through the Ramp-Up Steps to Postsecondary Success.<sup>1</sup> Over the course of their years in the program, those students will work with counselors, teachers, advisors, parents, mentors and peers to continuously assess and adjust their progress toward the goals of their Postsecondary Plans. Interaction with these critical supporters will take place through frequent, structured discussions in school and at home, and through use of innovative technology that students access over the World Wide Web.

Because the Ramp-Up to Readiness Design Project seeks to develop a program that can be implemented and sustained in schools across the state, it is imperative that the project be developed in partnership with a diverse group of schools that reflect the "real world" of K-12 education in Minnesota today. In an effort to identify such schools and to recruit them into the project, in January, 2008, the University's College Readiness Consortium

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<sup>1</sup> Schools and districts that already have relevant individual student plans in place – such as the Minneapolis Public Schools' MyLife Plan and the Saint Paul Public Schools' Six Year Plan – would continue to use those tools but would enhance the college readiness components of those plans through participation in Ramp-Up to Readiness.

encouraged a broad array of Minnesota high schools to seek funding to support their participation in the project through the Advising and Counseling for College Program.

The Moorhead Area School District responded to this call for potential partners, and through subsequent dialog my colleagues and I at the College Readiness Consortium came to the conclusion that our objectives and those of the Moorhead School District are closely aligned. Informed by these conversations, we believe that Moorhead schools would be an excellent partner in the Ramp-Up to Readiness Design Project. They do not have a history of broad college advising, as indicated by their student survey, and their students of color, and lower income students, are underenrolled in AP courses. They have a committed staff and the inclusion of the area learning center students is an important statement that they mean to include all students in college preparation.

Just as the participation of Moorhead Schools in Ramp-Up to Readiness will enhance the project's progress toward its goals, participation in Ramp-Up to Readiness will also enhance Moorhead's capacity to meet the objectives of the Advising and Counseling for College Program. Through partnerships with the University of Minnesota, other institutions of higher education, K-12 schools and districts and community organizations, participation in Ramp-Up to Readiness will enable schools to reach far beyond their walls and communities to prepare students for postsecondary success.

For these reasons and others I hope that you and your colleagues on the proposal review teams will conclude that Moorhead Area Public Schools's proposal meets and exceeds the criteria outlined in the Advising and Counseling for College Request for Proposals. If I can provide you with more information on Ramp-Up to Readiness or on the considerable merits of Moorhead's proposal, please do not hesitate to contact me.

Sincerely,


Kent Pekel  
Executive Director  
College Readiness Consortium  
University of Minnesota



Department of Human Resources  
**Moorhead Area Public Schools**

Memo HR.08.083

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron , Director of Human Resources

DATE: February 19, 2008

RE: Early Retirement

The administration requests approval of retirement for the following people:

|                   |                                                                                                       |
|-------------------|-------------------------------------------------------------------------------------------------------|
| George Kallenbach | Math Teacher, Horizon Middle School, effective at the end of the 2007-2008 school year.               |
| Aimee Anderson    | Adult Basic Education Teacher, Probstfield Center for Education, effective June 30, 2008.             |
| Del Larson        | Elementary Teacher, Robert Asp Elementary, effective at the end of the 2007-2008 school year.         |
| Marge Lee         | Elementary Teacher, Ellen Hopkins Elementary, effective at the end of the 2007-2008 school year.      |
| Connie Nick       | Elementary Teacher, S. G. Reinertsen Elementary, effective at the end of the 2007-2008 school year.   |
| Lona Daley-Getz   | School Nurse, High School, effective at the end of the 2007-2008 school year.                         |
| Dale Johnson      | Learner Support Teacher, High School, effective at the end of the 2007-2008 school year.              |
| Vilah Jo Larson   | Healthy Lifestyles Teacher, Horizon Middle School, effective at the end of the 2007-2008 school year. |
| Julie Hoffner     | Math Teacher, High School, effective at the end of the 2007-2008 school year.                         |

Shirley Tweten      ESL Teacher, High School, effective at the end of the 2007-2008 school year.

Dee Pretty      Reading Recovery/Reading Support Teacher, Ellen Hopkins Elementary, effective at the end of the 2007-2008 school year.

**SUGGESTED RESOLUTION:** Move to accept the Early Retirement of George Kallenbach, Aimee Anderson, Del Larson, Marge Lee, Connie Nick, Lona Daley-Getz, Dale Johnson, Vilah Jo Larson, Julie Hoffner, Shirley Tweten and Dee Pretty as presented.

RN/smw




Department of Human Resources  
**Moorhead Area Public Schools**

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Memo HR.08.084

TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen  Director of Human Resources

DATE: February 19, 2008

RE: Resignations

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

|                   |                                                                            |
|-------------------|----------------------------------------------------------------------------|
| Dr. Larry Nybladh | Superintendent, Probstfield Center for Education, effective June 30, 2008. |
| Chuck Wilson      | Night Custodian, High School, effective February 11, 2008                  |
| Michael Ochoa     | Hall Monitor, High School, effective February 20, 2008.                    |

**SUGGESTED RESOLUTION:** Move to approve the resignations of Dr. Larry Nybladh, Chuck Wilson and Michael Ochoa as presented.

RN/smw



Department of Human Resources  
**Moorhead Area Public Schools**

Memo HR.07.085

TO: Dr. Larry Nyhladh, Superintendent

FROM: Ron Nielson, Director of Human Resources

DATE: February 19, 2008

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

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

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

RN/smw  
Attachment



Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

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

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

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

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

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

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

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

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

NOTE:

\* To be used where decrease in expenditure is reason.

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



Superintendent of Schools  
**Moorhead Area Public Schools**

Memo S.08.084

TO: School Board

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

DATE: February 19, 2008

RE: School Board Recognition Week Set for February 25-29, 2008

The Minnesota School Boards Association has set February 25-29 as School Board Recognition Week in Minnesota as a time to build awareness and understanding of the vital function an elected board of education plays in our society. Moorhead Area Public Schools is joining with other districts throughout the state to recognize the important contributions board members make to communities.

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

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

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

Carol Ladwig, 1992-2009  
Kristine Thompson, 1998-2011  
Lisa Erickson, 2000-2009  
Bill Tomhave, 2002-2011  
Cindy Fagerlie, 2004-2009  
Mike Siggerud, 2004-2009  
Karin Dulski, 2006-2011

LPN:mde

INDEPENDENT SCHOOL DISTRICT #152

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

March 10, 2008

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 A. Ladwig _____ | Larry P. Nybladh _____  |

**AGENDA**

**1. CALL TO ORDER**

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

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

- D. "We Are Proud"

**\*\*\* We Are Proud** of Moorhead High School's debate team, which had two teams qualify for the state tournament. Joe Skaggs Jr. and Michelle Stanley finished first in the section tournament to advance to the state tournament held in January. Ashley McVay and Seiko Shastri finished second in the section tournament to advance. The debate coaches are William Hailer and Emily Faltesek.

**\*\*\* We Are Proud** of five Moorhead High School and two Horizon Middle School orchestra students for being selected by audition to perform with the MNSOTA Middle Level Honors Orchestra. The students are Eunhae Park, violin, Seiko Shastri, violin, Elise Sperling, cello, Breanna Turman, viola, Matthew Watnemo,

S-M9-BOS  
10 March 2008

## SCHOOL BOARD AGENDA - March 10, 2008

### PAGE 2

cello, Paige Wakefield, bass, and Bryn Gelbart, violin. Eunhae Park was also selected as concertmaster of the Honors Orchestra. The Honors Orchestra performed February 16 at the Minneapolis Convention Center for the Minnesota Music Educators Convention. Jon Larson is the Moorhead High School orchestra teacher and Brian Cole and Doug Neill are the Horizon Middle School orchestra teachers.

**\*\*\* We Are Proud** of the Moorhead High School Freshman Orchestra and the Horizon Middle School 8th Grade Orchestra for taking top honors at the MNSOTA Tier 1 Middle Level Orchestra Festival in February. The results qualify both orchestras to perform at the Tier 2 Festival on March 24 at Orchestra Hall in Minneapolis. The Tier 2 Festival features only the top middle level orchestras in Minnesota. The Freshman Orchestra is directed by Jon Larson and the 8th Grade Orchestra is directed by Brian Cole and Doug Neill. Horizon Middle School students Adam Anderson and Caitlyn Williams will accept the award for the 8th Grade Orchestra.

**\*\*\* We Are Proud** of three Moorhead High School students who have been recognized as exemplary young artists by the National Foundation for Advancements in the Arts. Haley Boyd and Clara Cavins-Wolford received ARTS Awards of Merit in spoken and musical theater, and Johan Anderson received an ARTS Award of Merit in film/video production. This places them in among the top student artists in the nation and opens them up for recruitment and scholarships from the nation's top artistic institutions. They are students of Rebecca Meyer-Larson.

**\*\*\* We Are Proud** of Moorhead High School employees for being recognized by the Minnesota Center for Reading Research for making significant progress in teaching students to read over consecutive school years 2005-06 and 2006-07. The Minnesota Center for Reading Research, which is in the College of Education and Human Development at the University of Minnesota, honored schools that after missing AYP in reading, successfully made AYP in reading in the last two years. Moorhead High School employees Gene Boyle, Maribeth Plankers, Missy Eidsness, Marti Johnson, Audrey Erickson, and Eric Stenehjelm will accept the award for the high school staff.

**\*\*\* We Are Proud** of Anne Moyano, principal of S.G. Reinertsen Elementary School, for receiving the 2008 MESPA Division Leadership Achievement Award from the Minnesota Elementary School Principals' Association. This is an annual recognition with which principals honor their peers. The award honors principals whose exemplary leadership and sustained efforts have made noteworthy

## SCHOOL BOARD AGENDA - March 10, 2008

### PAGE 3

contributions to the operation of effective school learning programs — improving education, their communities and their profession.

- 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 Systemic STEM School Redesign Grant - Pages 6-11
- B. BUSINESS SERVICE MATTERS - Kazmierczak
- C. HUMAN RESOURCE MATTERS - Nielsen
  - (1) Approval of Leave of Absence - Page 12
  - (2) Approval of Change in Contracts - Page 13
  - (3) Approval of Family/Medical Leaves - Page 14
  - (4) Approval of Resignations - Page 15
  - (5) Acceptance of Early Retirement - Page 16
  - (6) Approval of New Employee - Page 17
- D. SUPERINTENDENT MATTERS - Nybladh
  - (1) Approval of February 11 and 25, 2008 Meeting Minutes - Pages 18-24
  - (2) Approval of March Claims

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

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

## 3. SCHOOL BOARD/STAFF DIALOGUE: Kovash

**SCHOOL BOARD AGENDA - March 10, 2008**  
**PAGE 4**

(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.)

Early Intervention Services Update - Kovash  
Pages 25-27

4. **MOORHEAD HIGH SCHOOL EDUCATIONAL ENHANCEMENT REPORT:**  
Kovash  
Pages 28-44

Suggested Resolution: Move to approve the Moorhead High School Educational Enhancement Report.

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

5. **APPROVAL OF 2008-2009 SCHOOL CALENDAR:** Nybladh  
Pages 45-46

Suggested Resolution: Move to approve the 2008-2009 School Calendar as presented.

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

6. **COMMITTEE REPORTS**

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

8. **ADJOURNMENT**

**SCHOOL BOARD AGENDA - March 10, 2008****PAGE 5****CALENDAR OF EVENTS**

| <u>Event</u>                                             | <u>Date</u> | <u>Time</u> | <u>Place</u> |
|----------------------------------------------------------|-------------|-------------|--------------|
| Township Election Day (No School Activities from 6-8 pm) | March 11    |             |              |
| Staff Prof Dev Before/After Schl                         | March 12    |             |              |
| Instruction & Curr Adv Com                               | March 13    | 7 am        | PCE          |
| Health/Safety/Wellness Com                               | March 13    | 9:30 am     | PCE          |
| Early Chldhd Parent Adv Com                              | March 13    | 6:30 pm     | PCE          |
| Special School Board Meeting                             | March 17    | 5:30 pm     | PCE          |
| No School                                                | March 17-21 |             |              |
| Community Ed Adv Council                                 | March 18    | 7 pm        | PCE          |
| Interagency Early Interv Com                             | March 19    | 12 pm       | FSC          |
| School Board                                             | March 24    | 7 pm        | PCE          |
| Activities Council                                       | March 25    | 7 am        | MHS          |
| Technology Committee                                     | March 25    | 3:45 pm     | PCE          |
| Staff Prof Dev Before/After Schl                         | March 26    |             |              |
| Continuing Educ Com                                      | April 1     | 6:45 am     | Village Inn  |
| Indian Educ Parent Com                                   | April 2     | 5 pm        | PCE          |
| Joint Powers Committee                                   | April 3     | 7 am        | Courthouse   |
| Horizon PTAC                                             | April 3     | 7 pm        | Media Center |
| Reinertsen PTAC                                          | April 7     | 6:30 pm     | Media Center |
| Asp PTAC                                                 | April 7     | 6:30 pm     | Media Center |
| High School PTAC                                         | April 7     | 7 pm        | Conf Room    |
| Hopkins PTAC                                             | April 8     | 6:30-8 pm   | Media Center |
| Staff Prof Dev Before/After Schl                         | April 9     |             |              |
| Instruction & Curr Adv Com                               | April 10    | 7 am        | PCE          |
| Health/Safety/Wellness Com                               | April 10    | 9:30 am     | PCE          |
| School Board                                             | April 14    | 7 pm        | PCE          |
| Com Ed Advisory Council                                  | April 15    | 7 pm        | PCE          |
| Com Ed Appreciation Event                                | April 15    | 5 pm        | PCE          |





Department of Teaching and Learning  
**Moorhead Area Public Schools**

Memo TL.08.094 C

TO: Dr. Larry P. Nybladh  
FROM: Lynne Kovash *LK*  
DATE: March 4, 2008  
RE: Systemic STEM School Redesign Grant

Attached is the Official Grant Award Notification from the Minnesota Department of Education for the Systemic STEM School Redesign Grant in the amount of \$40,000 over two years.

The grant will integrate the state's recently revised math standards into new or existing comprehensive STEM initiatives and will serve as models to other schools and/or districts by sharing information and providing technical assistance. It will also address rigorous and relevant STEM content for all students, including underserved student groups.

Funding from the grant in year one will provide for a .6 FTE STEM Integration Coach, release time for 10 teachers to plan and develop documents for each grade level, and extra contract time for planning and development of the STEM initiatives. The STEM Integration Coach will work together with the Math Instructional coach to integrate the new math standards, science and appropriate technology and engineering standards into programming through out Moorhead School District.

Funding from the grant in year two will be used for .25 of the STEM Integration Coach, training for two teachers with the Project Lead the Way curriculum at Red River Area Learning Center and extra contract time for continued research and implementation of STEM content into the school district programming.

**SUGGESTED RESOLUTION:** Move to accept the Systemic STEM School Redesign Grant from the Minnesota Department of Education in the amount of \$40,000 over two years.

LAK/kmr  
Attachment

Dear Dr. Larry Nybladh:

Attached is the fully executed **Official Grant Award Notification (OGAN)** between **Moorhead Area Public Schools** and the Minnesota Department of Education (MDE) for the **Systemic STEM School Redesign Grant Program**. The effective start date of this grant is **February 28, 2008** (this is either the start date listed on page one of the OGAN or the date of the final MDE signature, whichever is later). Grant funds are available for expenditure and legal obligation on or after that date.

The final accepted grant application with the signed *Agreement to Comply with Assurances and Provisions* is also attached to this email. Together with the OGAN these documents constitute your fully executed grant agreement.

Payment and reporting information is found on page two of the OGAN.

All grant funds must be expended or legally obligated and all activities and services completed by the end date stated on page one of the OGAN.

In order to streamline the grant-making process and conserve resources, no hard copy of the grant agreement documents will be sent via US mail. As the Authorized Representative you should immediately print all grant documents and distribute as necessary.

Please contact me or if you have any questions.

Sincerely,

**Deb Rose**

Grants Specialist

Program Accountability & Improvement for Library Services

Minnesota Department of Education

Direct: (651) 582-8853

Email: [debra.rose@state.mn.us](mailto:debra.rose@state.mn.us)

## OFFICIAL GRANT AWARD NOTIFICATION

### GRANT Awardee INFORMATION

ORGANIZATION/AGENCY  
IDENTIFIED OFFICIAL WITH AUTHORITY/TITLE  
FULL ADDRESS  
CITY/STATE /ZIP  
PHONE/ FAX  
EMAIL

Moorhead Area Public Schools District # 152  
Dr. Larry Nybladh Title: Superintendent  
2410 14<sup>th</sup> Street S  
Moorhead MN 56560  
218-284-3330 Fax: 218-284-3332  
lnybladh@moorhead.k12.mn.us

PROGRAM CONTACT REPRESENTATIVE/TITLE  
ORGANIZATION/AGENCY (if different)  
ADDRESS (if different)  
CITY/STATE /ZIP  
PHONE/ FAX  
EMAIL

Lynne Kovash Title:  
  
218-284-3315 Fax: 218-284-3333  
lkovash@moorhead.k12.mn.us

### MDE GRANT PROGRAM TITLE

Systemic STEM School Redesign

### ENCUMBRANCE INFORMATION

GRANT NUMBER (if applicable): \_\_\_\_\_  
FUNDING SOURCE/LEGISLATIVE AUTHORITY:  
National Governor's Association Grant

CFDA FUNDING SOURCE:

UFARS NUMBER: 01F343

CFMS #: 812067 VENDOR ID#: 009152000-0

| FY | Cost Code (fund-org-appr) | Amount      |
|----|---------------------------|-------------|
| 08 | 610 E37 1015 620          | \$16,000.00 |
| 09 | 610 E37 1015 620          | \$24,000.00 |
| 08 |                           | \$          |

Encumbrance ☒ Yes ☐ No (If No, go to next box)

Encumbrance Signature: Herrie Hoult

Encumbrance Date: 7/19/08

No Encumbrance, select ☐ IDEAS or ☐ PAYS

### AWARD PERIOD/TYPE/AMOUNT

START DATE: February 28, 2008  
THROUGH END DATE: June 30, 2009

ACTION TYPE: Original/Initial Award

\$40,000.00 **TOTAL Award**

This is a 2 year grant only.

### MDE KEY STAFF CONTACT INFORMATION

#### AUTHORIZED REPRESENTATIVE

Sally Wherry  
Phone: 651-582-8768 Fax: 651-582-8876  
Email: sally.wherry@state.mn.us

#### PROGRAM SPECIALIST (IF DIFFERENT FROM AR)

JoAnn Luhtala  
Phone: 651-582-8242 Fax: 651-582-8876  
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#### GRANTS SPECIALIST

Deb Rose  
Phone: 651-582-8853 Fax: 651-582-8469  
Email: debra.rose@state.mn.us

#### OTHER ASSIGNED MDE STAFF

Phone: 651- - Fax: 651- -  
Email: @state.mn.us

Organization/Agency/District: Moorhead Public Schools

\$40,000.00

**TOTAL Award**

With respect to the terms and conditions of the application materials associated with this award:

**1. THIS ACTION IS TO:**

Integrate the state's recently revised math standards into new or existing comprehensive STEM initiatives and will serve as models to other schools and/or districts by sharing information and providing technical assistance. It will also address rigorous and relevant STEM content for all students, including underserved student groups.

**2. ADDITIONAL REQUIREMENTS:** Awardee/grantee will adhere to detailed Program and Operation Schedules provided in the supplemental forms provided to MDE.

**PROGRAM REPORTING:**

Program Reporting Forms (PRF) shall be submitted in the form and manner prescribed by MDE. Format, content, and exact due dates will be as follows:

- a. **Interim Progress Reports (IPR):** Templates will be provided to each awardee. These templates are to be used to plan and track progress toward meeting each outcome (one for each outcome). A set of updated templates will be due to MDE by **July 30, 2008 and January 31, 2009**.
- b. **Financial Reporting Forms (FRF)** shall be submitted in the form and manner prescribed by MDE according to the following **Payment Schedule:**

|                                     |                      |
|-------------------------------------|----------------------|
| February 25, 2008 – June 30, 2008   | Due July 31, 2008    |
| July 1, 2008 – September 30, 2008   | Due October 31, 2008 |
| October 1, 2008 – December 31, 2008 | Due January 31, 2009 |
| January 1, 2009 – March 31, 2009    | Due April 30, 2009   |
| April 1, 2009 – June 30, 2009       | Due July 31, 2009    |
- c. **Final Program Reporting (FPR)** is due 30 days after the ending date of the grant by July 31, 2009 outlining expenditures for the grant project through **June 30, 2009**. FPR consists of the final financial reporting, final payment requests and final program reports including any data requested and/or other reports. Both the final *FRF* and the *FPR* will be reviewed before approval for final payment is made and before the grant is closed out.

**3. OTHER FISCAL REQUIREMENTS:**

- a. **Implementation budget narrative and summary:** An implementation budget narrative and summary describing the plan for expenditures for the period covered by Part II funding (July 1, 2008 – June 30, 2009) is due to MDE by **June 30, 2008**. The implementation budget summary and budget narrative should follow the same specifications as the original.
- b. **Financial (Back-Up/Supporting) Documentation:** is required on all awards of \$50,000 or more, per award. Awardee/grantee must provide MDE with supporting documentation per request. Financial reconciliation will occur on random basis following awardee/grantee submission of a Financial Reporting Form at least once per award period.

Organization/Agency/District: Moorhead Public Schools

\$40,000.00

**TOTAL Award**

- c. **Retainage:** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this award has been reviewed by MDE's Authorized Representative/Agency's head. The balance due will be paid when MDE's Authorized Representative/Agency's head determines that the awardee/grantee has satisfactorily fulfilled all the terms of this award.
  - d. **Revisions (Budget and/or Work Plan):** Awardee/grantee must receive prior written approval from MDE for any budgetary realignment of 15% of total category of expenditure, whichever is greater. Awardee/grantee must support the request with reason for change. Awardee/grantee may not move funds to an unbudgeted line item without written MDE approval.
  - e. **On Site Monitoring Visit:** In the event an on-site monitoring visit is required by MDE, the awardee/grantee shall cooperate with MDE in the provision of the on-site monitoring visit(s) and shall comply with MDE's request for documentation, before, during and/or after.
4. **CANCELLATION:**
- a. This award may be cancelled by the state or awardee/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, awardee/grantee shall be entitled to payment, determined on a pro rata basis, for work or services performed to MDE'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 awardee's/grantee's program to continue operating, the award shall immediately be terminated upon written notice by the MDE to the awardee/grantee. In the event of such termination, awardee/grantee shall be entitled to payment determined on a pro rata basis, for services performed and liabilities already accrued prior to such termination.
  - b. MDE may cancel this award immediately if MDE finds that there has been a failure to comply with the provisions of this award, that reasonable progress has not been made or that the purposes for which the funds were awarded have not been or will not be fulfilled. MDE 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.
5. **AMENDMENTS:** (extension, increase, or change in other terms):
- a. Any amendments to this award shall be in writing and shall be executed by the same parties who executed the original award, or their successors in office. An amendment consideration must be requested 45 days prior to the end date of the award period and is valid and effective upon written approval from the MDE authorized representative or delegate. No amendments will be considered on an expired award.

~~~~~


Organization/Agency/District: Moorhead Public Schools

\$40,000.00

TOTAL Award

I, the Authorized Representative, acknowledge by signing below that I have reviewed all documentation and documents related to this award to ensure that adequate oversight and appropriate internal controls to properly administer grant funds have been measured and I also have obtained the Agreement to Comply With Assurances form and applicable Certification(s).

Sally Wherry *Sally Wherry* 2-19-08
Authorized Representative Name & Signature Date

I, the Program Accountability and Improvement Division Director, by signing below verify that agency policies and procedures were followed in the awarding of this grant.

Elizabeth Stephens *[Signature]* 2/20/08
Division Director Name & Signature Date

I, the Division Director, by signing below do hereby approve this award and attest to the Authorized Representative's review of said documents.

Beth Aune *[Signature]* 2/20/08
Division Director Name & Signature Date

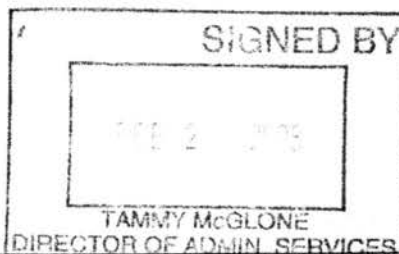
This award notification and release of funds are therefore approved, legal, binding and valid with the following official agency signature.

Tammy McGlone
Signature of MDE's Official with Authority to Sign

Date:

Name:

Title:





Department of Human Resources
Moorhead Area Public Schools

Memo HR.08.093

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 4, 2008
RE: Leave of Absence

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

Sue Speich Physical Therapist, S.G. Reinertsen/Robert Asp, effective for the 2008-2009 school year.

SUGGESTED RESOLUTION: Move to approve the Leave of Absence according to Article 43 of the Teachers' Master Agreement.

RN/jal



Department of Human Resources
Moorhead Area Public Schools

Memo HR.08.092

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 4, 2008
RE: Change in Contract

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

Clare Berntson	2nd Cook, High School, from 6.75 hours per day to 7 hours per day, effective February 1, 2008.
Aura Lee Mohror	Paraprofessional, RRALC, from 27 hours per week to 35.75 hours per week, effective February 22, 2008. (8.75 hours from position vacated by Meredith Edison)
Tania Molden	Paraprofessional, Excel High School, from 17.5 hours per week to 35 hours per week, effective February 22, 2008. (17.5 hours from position vacated by Meredith Edison)
Megan Ramsey	Paraprofessional, RRALC, from 12.5 hours per week to 16.25 hours per week, effective February 22, 2008. (3.75 hours from position vacated by Meredith Edison)

SUGGESTED RESOLUTION: Move to approve the change in contract for Clare Berntson, Aura Lee Mohror, Tania Molden and Megan Ramsey as presented.

RN/jal



Department of Human Resources
Moorhead Area Public Schools

Memo HR.08.090

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 4, 2008
RE: Family/Medical Leave

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

Alba Janet Granda Spanish Immersion Teacher, Ellen Hopkins, to begin approximately March 9, 2008 for six weeks.

Pam Midthune Healthy Lifestyles Teacher, Horizon Middle School, to begin April 7, 2007 for approximately four to six weeks.

SUGGESTED RESOLUTION: Move to approve the request for Family/Medical leave for Alba Janet Granda and Pam Midthune pursuant to Section IV, Article 38 of the Teachers' Master Agreement.

RN/jal



Department of Human Resources
Moorhead Area Public Schools

Memo HR.08.091

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 4, 2008
RE: Resignations

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

Jane Determan Food Service, Ellen Hopkins Elementary, effective February 29, 2008.

Ramses Yannaroda Bus Driver, effective February 28, 2008.

SUGGESTED RESOLUTION: Move to approve the resignations of Jane Determan and Ramses Yannaroda as presented.

RN/jal



Department of Human Resources
Moorhead Area Public Schools

Memo HR.08.095

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 5, 2008
RE: Early Retirement

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

Arlene Rauenhorst Paraprofessional, High School, effective March 3, 2008.


SUGGESTED RESOLUTION: Move to accept the Early Retirement of Arlene Rauenhorst as presented.

RN/jal



Department of Human Resources
Moorhead Area Public Schools

Memo HR.08.093

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron , Director of Human Resources
DATE: March 4, 2008
RE: New Employee

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

Paul Carlson Night Custodian, High School, A12 (0-2) \$12.70 per hour, 8 hours per day, effective March 3, 2008. (Replacing Chuck Wilson)

SUGGESTED RESOLUTION: Move to approve the employment of Paul Carlson as presented.

RN/jal

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 11, 2008
PAGE 1**

MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Carol Ladwig, Mike Siggerud, Kristine Thompson (7:30 p.m.), Bill Tomhave, and Lynne Kovash.

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: Assistant Superintendent Kovash recommended the agenda proceed as revised.

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

WE ARE PROUD:

***** We Are Proud** of Lynne Kovash, Assistant Superintendent of Teaching and Learning, for being honored by the Moorhead Human Rights Commission with a 2008 Human Rights Award for significant contributions to human rights in the community. In her position with the district, Kovash has provided leadership in the advancement of human rights education for students and staff.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Early Learning Center Positions - Approve the 1 FTE Early Childhood Special Education (ECSE) Teacher and up to .5 Paraprofessional for February 12, 2008 through July 2008. The staffing request reflects an enrollment increase and the position will be paid with federal special education funding.

Gifts - Accept the donation of \$170 from the Microsoft Matching Gifts Program. Roland Cooper, an employee of Microsoft, volunteered 10 hours as a classroom volunteer and Microsoft matched his volunteer time. The donation will be used for mathematics manipulatives. Administration was directed to send thank you letters.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 11, 2008
PAGE 2**

Return from Extended Leave of Absence

Andrea Langlie - Elementary Teacher, effective with the 2008-2009 school year.

Other Leave

Janet Arnold - Health Secretary, Ellen Hopkins Elementary, effective February 13, 2008 for an undetermined amount of time.

Resignations

Merridith Edison - Paraprofessional, Red River Area Learning Center, effective February 19, 2008.

Laura Holmquist - Spanish Immersion Teacher, Ellen Hopkins Elementary, effective June 6, 2008.

Keith Jones - Teacher on Extended Leave of Absence, effective June 6, 2008.

Tracy Boehm - Teacher on Leave of Absence, effective June 6, 2008.

Mia Percy - Bus Driver, Transportation, effective February 18, 2008.

New Employees

Kathy Sakellson - Secretary, S. G. Reinertsen Elementary, A13 (0-2) \$13.02 per hour, 8 hours per day, effective February 11, 2008. (Replaces Monnie Soderberg.)

Zikri Ahmed - Cafeteria Supervisor, Horizon Middle School, 2 hours per day, \$8.60 per hour, effective January 17, 2008. (Replaces Heidi Omar Manthey.)

Russell Halverson - Lead Custodian, High School, B32 (9) \$18.38 per hour, 8 hours per day, effective February 19, 2008. (Replaces Ray Maas.)

Intent to Discharge Resolution - Approve the resolution relating to the intent to discharge Lonnie Dockter as presented.

Minutes - Approve the January 14 and 28, 2008 meeting minutes as presented.

Claims - Approve the January Claims, subject to audit, in the amount of \$1,033,307.43.

General Fund:	\$890,564.51
Food Fund:	124,662.81
Community Service Fund:	18,080.11
TOTAL	\$1,033,307.43

Motion carried 6-0.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 11, 2008
PAGE 3**

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.)

Math Recovery - Vicki Breneman, elementary math coach, presented information on Math Recovery which included an introduction, objectives and research overview. Breneman is currently being trained in the Math Recovery program but the school district's use of the program is yet to be determined.

APPROVAL OF POLICY: Ladwig moved, seconded by Fagerlie, to approve the policy, Employee Use of Facilities for Private Gain (441), as presented. Motion carried 6-0.

APPROVAL OF POLICY: Dulski moved, seconded by Erickson, to approve the policy, Recording or Audio/Videotaping a Parent-Guardian/Teacher Conference (444), as presented. Motion carried 6-0.

APPROVAL OF POLICY: Siggerud moved, seconded by Ladwig, to approve the policy, Student Surveys (505), as presented. Motion carried 6-0.

APPROVAL OF POLICY: Fagerlie moved, seconded by Erickson, to approve the policy, Attendance Areas (510), as presented. Motion carried 6-0.

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

APPROVAL OF POLICY: Dulski moved, seconded by Fagerlie, to approve the policy, Student Immunization Requirements (530), as presented. Motion carried 6-0.

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

APPROVAL OF POLICY: Siggerud moved, seconded by Ladwig, to approve the policy, Student Activities (540), as presented. Motion carried 6-0.

APPROVAL OF POLICY: Siggerud moved, seconded by Dulski, to approve the policy, Use of

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 11, 2008
PAGE 4**

Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds (554), as presented. Motion carried 6-0.

APPROVAL OF POLICY: Fagerlie moved, seconded by Erickson, to approve the policy, Prohibition of Harassment and Violence (570), as presented. Motion carried 6-0.

APPROVAL OF POLICY: Ladwig moved, seconded by Dulski, to approve the policy, Drug-Free Workplace/Drug-Free School (572), as presented. Motion carried 6-0.

APPROVAL OF POLICY: Siggerud moved, seconded by Dulski, to approve the policy, MAPS Graduation Policy (640), as presented. Motion carried 6-0.

Thompson joined the meeting at 7:30 p.m.

COMMITTEE REPORTS: Brief reports were heard regarding the Activities Council, ECFE Project Night, Kindergarten Task Force, High School PTAC, Ellen Hopkins PTAC, S.G. Reinertsen PTAC, Human Rights Committee, Joint Powers Committee, and Horizon PTAC meetings. Dulski noted the upcoming Hopkins Family Fun Night was scheduled for March 28.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Kovash announced that Wayne Kazmierczak and his wife had a baby boy on February 5.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 7:47 p.m.

Cindy Fagerlie, Clerk

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 25, 2008
PAGE 1**

MEMBERS PRESENT: Karin Dulski, Lisa Erickson (7:03 p.m.), Cindy Fagerlie, Carol Ladwig, Mike Siggerud, Kristine Thompson, and Dr. Larry P. Nybladh.

MEMBERS ABSENT: Bill Tomhave.

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

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

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

WE ARE PROUD:

*** **We Are Proud** of Nate Sand for winning the Horizon Middle School School Geography Bee held January 11, 2008. Tanner Swenson took second. Sand has taken a written test to determine if he qualifies for the Minnesota Geographic Bee in St. Paul. Tony Kunka is the Geography Bee coordinator.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Post-Secondary Readiness Grant Application - Approve the submission of the Moorhead Area Public Schools Post-Secondary Readiness Program competitive grant application to the Minnesota Office of Higher Education for \$100,000. This grant will be for a 15-month period of April 1, 2008 through June 30, 2009.

Early Retirements

George Kallenbach - Math Teacher, Horizon Middle School, effective at the end of the 2007-2008 school year.

Aimee Anderson - Adult Basic Education Teacher, Probstfield Center for Education, effective June 30, 2008.

Del Larson - Elementary Teacher, Robert Asp Elementary, effective at the end of the 2007-2008 school year.

Marge Lee - Elementary Teacher, Ellen Hopkins Elementary, effective at the end of the 2007-

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 25, 2008
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2008 school year.

Connie Nick - Elementary Teacher, S. G. Reinertsen Elementary, effective at the end of the 2007-2008 school year.

Lona Daley-Getz - School Nurse, High School, effective at the end of the 2007-2008 school year.

Dale Johnson - Learner Support Teacher, High School, effective at the end of the 2007-2008 school year.

Vilah Jo Larson - Healthy Lifestyles Teacher, Horizon Middle School, effective at the end of the 2007-2008 school year.

Julie Hoffner - Math Teacher, High School, effective at the end of the 2007-2008 school year.

Dee Pretty - Reading Recovery/Reading Support Teacher, Ellen Hopkins Elementary, effective at the end of the 2007-2008 school year.

Resignations

Dr. Larry Nybladh - Superintendent, Probstfield Center for Education, effective June 30, 2008.

Chuck Wilson - Night Custodian, High School, effective February 11, 2008.

Michael Ochoa - Hall Monitor, High School, effective February 20, 2008.

Motion carried 6-0.

**RESOLUTION DIRECTING ADMINISTRATION TO MAKE RECOMMENDATIONS
FOR REDUCTIONS IN PROGRAMS AND POSITIONS AND REASONS THEREFORE:**

Siggerud moved, seconded by Dulski, to direct administration to recommend reductions in programs and positions as needed to reduce expenditures as a result of declining enrollment and financial limitations. Motion carried 6-0.

SCHOOL BOARD RECOGNITION WEEK: Nybladh announced that the Minnesota School Boards Association had set February 25-29 as School Board Recognition Week in Minnesota as a time to build awareness and understanding of the vital function an elected board of education plays in our society. Moorhead Area Public Schools is joining with other districts throughout the state to recognize the contributions board members make to communities.

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

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

**REGULAR MEETING
BOARD OF EDUCATION
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PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 25, 2008
PAGE 3**

Carol Ladwig, 1992-2009

Kristine Thompson, 1998-2011

Lisa Erickson, 2000-2009

Bill Tomhave, 2002-2011

Cindy Fagerlie, 2004-2009

Mike Siggerud, 2004-2009

Karin Dulski, 2006-2011

COMMITTEE REPORTS: Brief reports were heard regarding the S.G. Reinertsen PTAC, Community Education Advisory Council, Interagency Early Intervention Committee, Safe and Healthy Learners Committee, Health/Safety/Wellness Committee, and Wellness Task Force meetings.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Nybladh requested high school students in attendance to sign-in in order to receive credit for attending the School Board meeting. Thompson reminded School Board members to attend the Horizon Middle School Play "Once On This Island."

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 7:26 p.m.

Cindy Fagerlie, Clerk



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.093 D

TO: Dr. Larry P. Nybladh
FROM: Lynne Kovash *LK*
DATE: March 4, 2008
RE: Early Intervention Services Update

Sarah King, Ronda Buysse and Janine Nelson will present information to the school board regarding the Early Intervention Services.

Attached is the Power Point presentation

LAK/kmr
Attachment

Early Intervention Services (EIS)

Board Meeting
March 10, 2008

Ronda Buysee, ESCE Teacher
Janine Nelson, Speech-Language Pathologist
Sarah King, EIS Program Manager

2007 Revisions to Eligibility Criteria Infants & Toddler Interventions And Special Education for Ages 3-6

* Why Change?

- * Office of Special Education (OSEP) - determined that MN is not implementing eligibility criteria for Part C services (0-2 years) that are consistent with Part C intents.
- * MN served 318 infants (0-1 year) on Dec. 1, 2005 362 less than the national average.
- * MN served 3,209 infants and toddlers on Dec. 1, 2005 1,500 less than the national average.

New Birth - 2 Criteria

- * A. The child meets one of the disability categories: Speech/Language Hearing, Deaf, Blind, Autism, Traumatic Brain Injury, Other Health Disorder, etc., OR
- * B. The child meets one of the criteria for developmental delay:
 - * 1. The child has a diagnosed physical or mental condition or disorder that has a high probability of resulting in developmental delay regardless of whether the child has a demonstrated need or delay; OR

Criteria continued:

- * 2. The child is experiencing a developmental delay that is demonstrated by a score of 1.5 standard deviations or more below the mean...in one or more of the following areas:
 - * Cognitive development
 - * Physical developing, including vision and hearing
 - * Communication development
 - * Social or emotional development
 - * Adaptive development

Conditions with a high probability of resulting in Developmental Delay

- * Diagnosed physical or mental conditions
- * High probability of developmental delay by kindergarten entrance - defined as 50% likelihood.
- * Condition Categories: sensory, neuro-developmental, physical, chromosomal/genetic, perinatal, social or emotional

Changes made to criteria for 3-6 years

Old Language

- ✓ Diagnosed condition known to hinder
- ✓ Delay verified by evaluation using technically adequate, norm-referenced instruments.

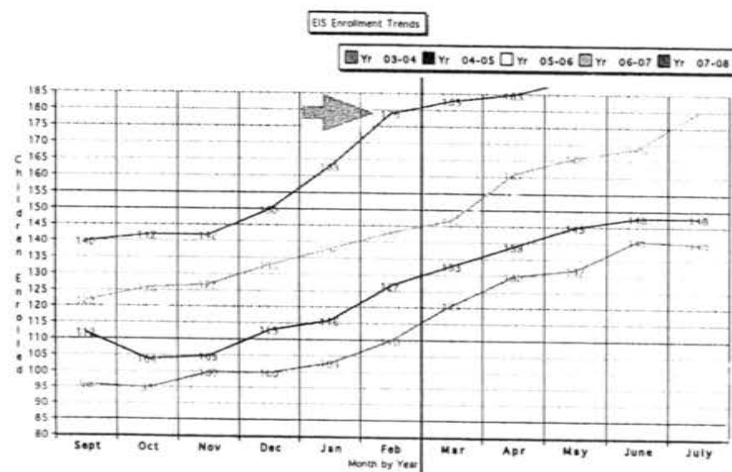
If child qualified for 0-2 services, and turned 3, child did not have to meet 3-5 criteria. Team had address criteria & child demonstrate need.

New Language

- ✓ Condition with a high probability
- ✓ Delay verified by evaluation using one or more technically adequate, norm-referenced instruments.

Now, child must meet 3-5 criteria to be eligible for services.

Enrollment Trends





Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.095 R

TO: Dr. Larry P. Nybladh
FROM: Lynne Kovash *LK*
DATE: March 4, 2008
RE: Moorhead High School Educational Enhancement Report

Priority area four of the Moorhead Area Public School strategic plan addresses the effectiveness of current models and practices for the school day/school year. One strategy was to evaluate the high school schedule, ninth grade center, and Professional Learning Communities. The attached report provides information and recommendations regarding the high school enhancements.

Gene Boyle with staff members will report and provide recommendations regarding High School Enhancements.

SUGGESTED RESOLUTION: Move to accept the Moorhead High School Educational Enhancement Report.

LAK/kmr
Attachment

DRAFT

**MOORHEAD AREA PUBLIC SCHOOLS
MOORHEAD HIGH SCHOOL EDUCATIONAL
ENHANCEMENT REPORT**

Submitted to

Dr. Larry P. Nybladh, Superintendent

March 10, 2008

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Moorhead High School Educational Enhancement Report

Background

As a part of the district strategic plan, Priority Area Four (the effectiveness of current models and practices for the school day/school year), it was determined an evaluation of the Moorhead High School Educational Enhancements would be conducted to evaluate the changes adopted in 2004. The Center for Applied Research was contracted to research the educational enhancements at Moorhead High Schools

The specific educational enhancements evaluated as a part of the study were the hybrid schedule, the ninth grade center and professional learning communities.

The Moorhead High School Educational Enhancement Research Study Group presented a proposal to change from a seven period day teacher schedule to a flexible block schedule to Dr. Larry Nybladh on January 12, 2004. The recommendation was approved by the Moorhead School board to provide a student schedule with a combination of 45 or 90-minute class periods. The number of credits required for graduation was increased from 21 credits to 26. The changes in the credits incorporates the changes reflected in Minnesota Statute 120B.0021, Article 1, Section 3.

The state requirements are reflected the changes in the credit-bearing graduation requirements.

	Previous Credit System	Present Credit System
English	3 credits	4 credits
Mathematics	2 credits	3 credits
Science	2 credits	3 credits
Social Science	3 credits	3.5 credits
*Health	.5 credit	.5 credit
*Physical Education	1 credit	1 credit
Art	No requirement	1 credit
*Electives	9.5 credits	10 credits

* Local district requirements.

The flexible block schedule versus the traditional schedule has met with a variety of mixed responses and successes. The main question to keep in mind with educational change is: Which structure will produce the best and highest achievement rates for students? The research is mixed on this due to numerous variables such as:

- Socioeconomic levels
- Academic levels
- Length of time a given schedule has been in operation
- Strategies being used in the classrooms
- What data is being used to measure achievement rates?
- How are students responding to the schedule?
- How long has the schedule been in effect?

There is little to no support that more "in seat" time equals better achievement, yet proponents state that there is more time to add depth to the content and there is less fragmentation of the curriculum. Those who favor block schedules stated that there seem to be fewer discipline problems because the students have fewer passing periods, therefore, they are not in the halls as often as they are when on a traditional schedule. Canady, professor emeritus from the University of Virginia stated, "The schools that seem to be making the best use of scheduling to raise student achievement are those that see scheduling as a resource" (Changing Times).

The high school proposal centers on a hybrid solution of double and single class periods. It was anticipated that the combination of class periods would allow for extended time for the classes that would need extended time instruction with smaller time periods "skinnies" to accommodate instruction in Advanced Placement or music instruction.

Summary of Findings and Discussion

The report contains data regarding Moorhead High School and the educational enhancements. The data provided has been used basis as a basis for further reflection and recommendations. The information in the report contains:

- General school demographic trends & Achievements Analysis
- Teacher Survey Analysis
- Student Survey Analysis

Hybrid schedule

Upon receiving the results of the first CAREI report in November of 2007 central office and building administrators met to discuss its findings. It was decided to share the full report with the department chairs and provide opportunity for input and further discussion to engage the full faculty in a review of the findings. After distributing copies of the report to all teachers, several faculty meetings were held to seek input and provide

clarification.

- The process used four years earlier that led to the adoption of the hybrid block schedule was reviewed. Appendix C
- Although there was a drop in graduation rate and a corresponding increase in the number of students leaving the high school, this was not a surprise. This was predicted due to the increase in two and a half additional credits being required for graduation. This is an area of concentration and high school staff is taking action to reverse the trend.
- After considerable discussion of the pros and cons of the hybrid block schedule it was decided to take a survey of all teachers at a faculty meeting to determine the preferred schedule for the 2008-2009 school year. The results of the survey were:

Present Hybrid	85%
4 X 4 Block	8%
All 45 minute	6%
- At a follow-up department chair meeting it was decided by department chairs to discontinue the discussion of looking at other schedules. Continued modifications in the present hybrid schedule was the preferred option.

Moorhead High School has also received recognition from two outside sources over the last months.

- Moorhead High School received a silver medal in the nationwide ranking of public high schools by U.S. News & World Report magazine.

U.S. News & World Report — in collaboration with School Evaluation Services, a K-12 education data research business — analyzed academic and enrollment data from 18,790 public high schools in 40 states.

The magazine measured how each school's students performed on state tests, adjusting for student circumstances, evaluated how well each school's disadvantaged students did, and looked at whether the school was successful in providing college-level coursework.

- Moorhead High School was recognized by the Center for Reading Research of the University of Minnesota as one of nineteen schools, including six high schools that, after missing AYP two consecutive years in reading, successfully met AYP in reading over the last two years.

Most of the concerns raised by the students existed under the previous schedule. There were mixed feelings regarding class time and its length. A very high percentage of students were pleased with the variety of classes and choices in the elective areas.

Advanced Placement Class concerns have been documented since the beginning

discussion regarding schedule and requirements. The enrollment has increased in AP courses. The number of students in AP classes has increased every year since the hybrid schedule was introduced. The number of tests taken has also increased with the percentage scoring 3,4 or 5 remaining within the mid 60% to 70%.

	2004-05	2005-06	2006-07
Number of Students Tested	163	221	274
Number of Tests Taken	239	363	428
Percentage Scoring 3,4 or 5	68%	70%	66%

The effects of the schedule on music options were also an issue with the schedule. In an examination of the music enrollment the following information was found:

2003-04

Band	Choir	Orchestra
154	130	110

2007-08

157	199	220
-----	-----	-----

Each of the last eight years the high school music dept. has also earned the coveted Grammy Signature award as one of the top one-hundred HS Music programs in the country.

The availability of "skinnies" has been a concern. In the years since the hybrid schedule was introduced there continue to be adjustments made to the availability of "skinny" classes. The following information provides a breakdown of the classes:

2004

Art = 0

Business = 1

English = 10

Family & Consumer Science = 4

Health & PE = 0

Learner Support Services = Most

2008

Art = 0

Business = 2

English = 7

Family & Consumer science = 4

Health & PE = 3

Learner Support Services = Most

Industrial arts = 2

Math = 6

Music = All

Science = 2

Social = 5

World languages = 4

Total excluding Music & LSS
34

Industrial arts = 0

Math = 7

Music = All

Science = 4

Social = 5

World Languages = 6

Total excluding Music & LSS
38

Others classes/opportunities added with the hybrid schedule:

Peer Tutoring

Reading Applications

Math Applications

Music Sectionals

Work experience 10-12 (WED)

Climate

There were several climate issues identified in the report that were discussed in both the faculty and department meetings. At present the following actions have been implemented:

- More faculty meetings will be held in setting that encourages interaction between teachers from different departments.
- Identify practices and issues where faculty discussion and input is required and establish a process to provide for faculty discussion and input.
- Re-institute principal "coaching days" to assure more interaction between the three principals and the staff.
- Establish a process for the addressing of misunderstandings between teachers and principals. This includes the involvement of the department chairs.

Professional Learning Communities

The survey data regarding professional learning communities was especially positive. Teachers appreciate the concept and time provided within the school day to meet in collaborative teams. There is a higher level of coordination of course expectations, essential elements, and common assessments have been developed.

Implementation and support of the PLC initiative is paying many positive dividends that focus on student learning.

Ninth Grade Center

The impact of the Ninth Grade Center on better meeting the transition needs of ninth grade students was reviewed. The survey indicates a high level of satisfaction with the teachers, and that the ninth grade year was successful. 80% felt they had a smooth transition to the high school. The EXPLORE class met with mixed reviews from students from the survey responses.

Summary

Overall, the report confirmed many of the impressions that existed regarding each of the areas surveyed. The high school administration and staff have been challenged to continue to make modifications in areas and they are committed to do. In summary, the report has been and will continue to be used as a measuring stick to determine the ways that Moorhead High School can best meet the needs of students as well as staff.

Recommendations

Communication

More still needs to be done to enhance communications and provide for more staff involvement in decision-making processes. Consideration is being given to reestablishing several committees that were in place, e.g. camaraderie, data, staff development, and technology, prior to three years ago.

Schedule

The hybrid schedule needs to continue to undergo examination and adjustment to meet the needs of all students. The administration and staff at Moorhead High School will develop an action plan to determine the next steps in working with the schedule with the following priority areas:

- The examination and continued research into the best schedule for Advanced Placement classes with regard to availability and assessment preparation.
- The examination of models of high schools that have made progress in regards to student achievement and the type of schedules utilized in the schools.
- The examination of the enrollment, opportunities and success for music students.
- An action plan for each department outlining the instructional models, practices and organization needed to fully benefit from the hybrid schedule.

Ninth Grade Center/Professional Learning Community

The administration and staff must continue to monitor the EXPLORE class and revise as necessary. Adjustments have been made, for example a strong service-learning component has been added, but the program should be evaluated yearly.

The PLC concept must continued to be studied, adjusted and modified as needed to keep the focus on student learning.

Resources**Using Time Well: Schedules in Essential Schools**

Kathleen Cushman

Horace. Volume 12, #2. Nov. 1995.

Moving to longer schedule blocks can help schools focus more on depth in the curriculum and active student engagement. But unless teachers get substantial time to develop and reflect on new practices- and unless the needs of students drive the use of time-a long-block schedule won't accomplish much.

http://www.essentialschools.org/cs/resources/view/ces_res/15

Policy Briefing: Block Scheduling in Secondary Schools

Barbara Dougherty

This paper describes different models of block scheduling, offers benefits and disadvantages of the models, and presents suggestions for schools considering block scheduling.

<http://www.prel.org/products/Products/block-scheduling.htm>

Center for Innovative School Scheduling

The primary purpose of this Center is to provide interested individuals with the latest and best information on innovative practices in school scheduling. In addition, it provides users with some of the latest research on the subject and links them to practitioners and researchers who are leading the way in innovative scheduling.

<http://curry.edschool.virginia.edu/centers/ciss/>

Block Scheduling: What We've Learned

<http://curry.edschool.virginia.edu/centers/ciss/learned/main.html>

The Center for Applied Research and Educational Improvement (CAREI)

Block Scheduling

<http://education.umn.edu/CAREI/Blockscheduling/default.html>

Primer and FAQ

<http://education.umn.edu/CAREI/Blockscheduling/QandA/default.html>

Research & Resources

<http://education.umn.edu/CAREI/Blockscheduling/Resources/default.html>

Block Scheduling: An Introduction

By Michael Rettig and Judith Cannizzaro

http://www.phschool.com/professional_development/block_scheduling/introduction.html

Block Scheduling's Missteps, Successes and Variables

Michael D. Rettig and Robert Lynn Canady

The School Administrator Web Edition; October 2003

A study finds steady progress in the use of alternatives to the traditional schedule. While a few schools have returned to single periods, the vast majority of schools that adopted alternative scheduling models continue to be satisfied with their decisions. One state's history of adoption, implementation and minimal reversion from block scheduling has been documented; highlighted mistakes some schools have made; reviewed how alternative schedules have been used as part of schools' efforts to improve the school environment and achievement; and looked at three variables related to school scheduling that affect student learning.

http://www.aasa.org/publications/sa/2003_10/Rettig.htm

Block Scheduling (or "Alternative" or "Flexible")

<http://www.cortland.edu/flteach/FAQ/FAQ-Block.html>

Block Scheduling in the High School Setting

A Synthesis of Evidence-Based Research

Chance W. Lewis, Marc A. Winokur, R. Brian Cobb, Gail S. Gliner, & Joel Schmidt

The purpose of this study was to produce a systematic review and synthesis of evidence-based research on the effect of block scheduling on student achievement in United States high schools. This report provides a brief introduction to block scheduling, chronicles the search strategies used to locate the final literature set, and describes the processes employed to code the studies on outcome, intervention, and methodological criteria using the What Works Clearinghouse (WWC) framework. In addition, findings, conclusions, and recommendations are discussed for the studies that merited inclusion into the block scheduling evidence base.

<http://epaa.asu.edu/epaa/v7n3.html>

Block and traditional schedules: Effects on students with and without disabilities in high school

by Bottge, Brian J, Gugerty, John J, Serlin, Ron, Moon, Kyoung-Suk

National Association of Secondary School Principals. NASSP Bulletin, Sep 2003

The purpose of this study was to compare the effects of traditional and block schedules on the academic achievement of high school students with and without disabilities. Achievement data were collected from the cumulative records and Individual Education Plans of 160 students with disabilities and the cumulative records of 460 students without disabilities. Achievement was measured by students' GPA; state-mandated tests in reading, language, math, science, and social studies; and college entrance ACT. Results showed no difference on all comparisons between students with disabilities attending block-scheduled high schools and students with disabilities attending traditional-scheduled high schools. Similar results were found for students without disabilities. Teachers on both schedules reported high levels of satisfaction and comparable amounts of time on instructional activities.

http://www.findarticles.com/p/articles/mi_qa3696/is_200309/ai_n9266111

General Research: Studies showing advantages with block scheduling

Annotated bibliography

<http://www.capescheduling.com/page/page/861491.htm>

Block Scheduling Issues

Annotated bibliography

<http://killeenroos.com/link/block.htm>

Concerns Regarding Block Scheduling

<http://www.capescheduling.com/page/page/861487.htm>

Block Scheduling

An AskERIC Response

June 2003

http://www.eduref.org/Virtual/Qa/archives/Educational_Management/Scheduling/blockchedules.html

Secondary School Scheduling Models: How Do Types of Models Compare to the ACT Scores?

Hackmann, Donald G.; Hecht, Janet E.; Harmston, Matt T.; Pliska, Ann-Maureen; Ziomek, Robert L.;

This study examined the relationship between school scheduling format and average composite scores on the ACT Assessment after controlling for lifestyle factors, gender, school enrollment levels, number of examinees, and years under the scheduling model. The participants were 38,089 high schools seniors in 568 public high schools in Iowa and Illinois who completed the ACT Assessment in 1999. The focus was on data at the school level, and individual schools were represented by mean ACT composite scores for the school. The three scheduling models considered were: (1) traditional eight period (351 schools); (2) eight block alternating day (161 schools); and (3) 4x4 semester (56 schools). In general, findings show that the scheduling type used at a school does not predict the ACT composite scores when examined at the school level. Some of the limitations of the study are discussed.

ERIC #: ED452230

The Effects of Block Scheduling.

Rettig, Michael D.; Canady, Robert Lynn;

School Administrator, v56 n3 p14-16, 18-20 Mar 1999

Research reveals important generalizations about block scheduling. A/B schedules are easier to implement than 4/4 schedules, which must be adapted to allow some year-long courses. Merely changing the school bell schedule will not guarantee better student performance. However, block scheduling typically improves climate, attendance, and achievement.

ERIC #: EJ585529

Executive Summary

General School Demographic Trends and Achievement Analysis

- The graduation rate decreased every year since 2002–2003, with the biggest decline between 2004–2005 and 2005–2006, the second year of the change in schedule (3.1% decrease). Similarly, the dropout rate increased steadily since 2003–2004, with the largest number of students leaving school prior to graduation between 2004–2005 and 2005–2006 (2.2% to 3.3%).
- The percent of 10th grade students passing the reading MCAs increased 6.8% from 2003–2004 to 2004–2005. Math scores remained consistent between 2003–2004 and 2004–2005, approximately 60% passing.
- Between 2005–2006 and 2006–2007, students passing the MCA–II decreased in reading from 79.8% to 69.9%. In the same way, student scores in math decreased between 2005–2006 and 2006–2007 from 48.9% to 46.1% passing.

Hybrid Block Schedule

Teacher Survey Analysis

- 56% of respondents reported that the hybrid block schedule enhanced their ability to use a diversity of instructional delivery methods or styles, compared to 12% who said it restricted them, and 32% who said it remained the same.
- On the other hand, 35.2% of teachers said the current schedule restricted their ability to individualize instruction, compared to 41.9% who said it remained the same and 23% who said it enhanced.
- 52.8% of teachers said the current schedule restricted their ability to provide the education they wanted for their students, 15.3% said it stayed the same, while 31.9% said it enhanced.
- One very important distinction between teaching in a block timeframe versus teaching in a skinny timeframe was that more time was allowed in the block to have students work in small groups, do projects, or work in labs.
- Overall, staff members' responses were very mixed on whether or not they support the hybrid block schedule – 33.4% either support or strongly support the hybrid block schedule. 19.2% somewhat support it, while 25.6% do not support the hybrid block schedule, and 14.1% reported they were neutral.

Student Survey Analysis

- Students' responses were mixed on their opinions about their class time. For instance, 47.6% reported that their classes were just too long, whereas 52.3% disagreed. In the same way, 50.6% reported that class time goes by quickly, compared to 49.4% who

disagreed. Similarly, 49.9% indicated that they were often bored in class, versus 50.2% who disagreed with the statement, "I am often bored in class."

- The majority of students agreed that the school allowed them enough choices about what they wanted to study (79%), and that they were happy with the elective choices offered in the school (81.1%).
- 29.4% of the student population had issues with their school schedules. For example, 27.7% did not believe that they have been able to take almost all of the classes that they wanted. Furthermore, 29.6% reported that they were not almost always given a schedule that matches their preferences. 43.2% indicated that they had been turned away from a class because it was full (corroborated by the teacher survey), and 19.2% said that classes they signed up for had been cancelled. 22% said they were unable to find a class to fill a time slot this quarter (also confirmed as a problem in the teacher survey).
- Students reported that they enjoyed free and open periods the most often when asked, "What do you enjoy most about your current school schedule?"

Professional Learning Communities:

- Over half of teachers (66.2%) at Moorhead High School strongly agreed or agreed with the statement, "Teachers in this building share a sense of common purpose."
- 66.2% of teachers said that teachers help maintain discipline in the entire school, and not just in their classrooms.
- 30.7% of teachers disagreed or strongly disagreed with the statement, "Teachers have time to meet and talk about teaching and learning."
- The majority of teachers (72%) said that they are encouraged to experiment with instructional methods.
- 75.7% of teachers agreed or strongly agreed with the statement, "There is a great deal of Cooperative effort among staff members," compared to 24.4% who either disagreed or strongly disagreed.
- Only 14.3% of teachers disagreed that staff regularly talk about ways to improve student performance, compared to 85.7% who agreed.
- 92.1% of teachers reported that they coordinate the content of their courses with other teachers in their department. Teachers disagreed (78.7%), however, that they coordinated the content of their courses with teachers in other departments.
- Only five teachers responded that they never have conversations with other colleagues about the goals of the school.
- 53.2% of teachers reported that they occasionally have conversations with colleagues about the development of new curriculum, while 27.3% reported that they did so frequently.
- 23.4% of teachers said that they frequently have conversations with their colleagues about what helps students learn best, while 64.9% said they have those conversations occasionally.

Ninth Grade Center

- 79.5% of students either agreed or strongly agreed that when they began ninth grade, their teachers made them feel welcomed at Moorhead High School.
- Over half of the students (65.2%) either agreed or strongly agreed that their ninth grade teachers got to know them well during their freshman year.

- 42.8% of students either disagreed or strongly disagreed with the statement, "I liked having the same core teachers for the entire school year."
- The majority of students (78.5%) either agreed or strongly agreed that their ninth grade schedule was manageable.
- Students were less positive, however, about the benefit of the "explore class." 74.9% either disagreed or strongly disagreed with the statement, "The "explore class" helped me understand what high school was all about."
- 72.8% of students reported that they felt they had a successful ninth grade year at Moorhead High School.
- Slightly more students (80.0%) said that overall they felt they had a smooth transition from middle school to high school.

WHAT IS BEST FOR STUDENTS?

# OF PERIODS TEACHERS TEACH	CRITERIA 1	CRITERIA 2	CRITERIA 3	CRITERIA 4	CRITERIA 5
6 plus earlybird -(55 minute) 6/7 period	Yes	Yes	No	No	No
6 of 8 - (45 minute period) 8 period	Yes	Yes	Yes	Yes	Yes
6 of 8 or (45-90 minutes) 8 1/2 periods 3 of 4	Yes	Yes	Yes	Yes	Yes
3/4 (90 minute) 4 periods	Yes	Yes	Yes (26 credits)	Yes	Yes
5 + assign/prop (48 minutes) 7 periods	Yes	Yes	Yes	Yes	No
5 of 7 (55 minutes) 7 periods	Yes	Yes	Yes	Yes	No

Criteria: (needs to be met)

1. New Minnesota Graduation Standards: 4 credits English, 3 credits social sciences; 3 credits science; 3 credits math; 1 Art; minimum 21.5 total credits
2. Contractual obligations for teachers need to be met.
3. Committee feels obligation to enhance elective opportunities.
4. Need to meet minimum credits for graduation.
5. Need to stay within fiscal parameters of district.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.08.085

TO: School Board

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

DATE: March 29, 2008

RE: 2008-2009 School Calendar

The attached proposal for the 2008-2009 School Calendar was developed through a consensus process by the school district's Calendar Committee. The committee reviewed the parameters for school district calendars, contract language and feedback from district staff to develop the working draft. The committee's decision-making process provided for input and review by all school district staff.

Suggested Resolution: Move to approve the 2008-2009 School Calendar as presented.

LPN:mde
Attachment

July 2008	August	September
1 2 3 4	1	① 2 3 4 5
7 8 9 10 11	4 5 6 7 8	8 9 <10> 11 12
14 15 16 17 18	11 12 13 14 15	15 16 17 18 19
21 22 23 24 25	18 19 20 21 22	22 23 <24> 25 26
28 29 30 31	25 26 27 28 29	29 30
October	November	December
1 2 3	3 4 <5> 6 7	(1) 2 3 (4) 5
6 7 <8> 9 (10)	10 11 12 13 14	8 9 <10> 11 12
(13) (14) 15 (16 17)	17 18 <19> 20 21	15 16 17 18 19
20 21 <22> 23 24	24 25 26 (27 28)	(22 23 24 25 26)
27 28 29 30 31		(29 30 31)
January 2008	February	March
1 2	2 3 4 5 6	2 3 4 5 6
5 6 7 8 9	9 10 <11> 12 13	9 10 <11> 12 13
12 13 <14> 15 16	(16) 17 18 19 20	(16 17 18 19 20)
(19) 20 21 22 23	23 (24) (25) (26) (27)	23 24 <25> 26 27
26 27 <28> 29 30		30 31
April	May	June 2009
1 2 3	1	1 2 3 [4] 5
6 7 <8> 9 (10)	4 5 6 7 8	8 9 10 11 12
13 14 15 16 17	11 12 13 14 15	15 16 17 18 19
20 21 <22> 23 24	18 19 20 21 22	22 23 24 25 26
27 (28) 29 30	(25) 26 27 28 29	29 30

- ☐ Professional Development/
No School for Students
☐ Prof. Dev. (morning) /
Teacher Work Day (after-
noon) / No Classes
☐ Prof. Development 1 Hour
Before or After School
☐ No School
☐ P/T Conference (Varies by Bldg.)
 — K-12 Teacher Comp. Day

Snow Make-Up:

Dec. 22
 Jan. 2
 June 4, 5 and beyond

Payroll Dates:

July 31, 2008
 August 29
 September 30
 October 31
 November 26
 December 19
 January 30, 2009
 February 27
 March 31
 April 30
 May 29
 June 30

2008-2009 SCHOOL CALENDAR

2008		2009 continued....	
Aug.	5-7, 25 26	Jan.	20 26
	Ninth Grade Orientation Prof. Development (a.m.) / Teacher Work Day (p.m.)	Feb.	3 4 11 16
	26 27-29 28		24, 26 25, 26 27
	Back to School Night (Horizon) Professional Development Back to School Night (Elem.)		K-12 P/T Conferences (5-8:30 p.m.) K - P/T Conferences (day) K-8 P/T Conferences (8-11, 12-4) / Grades 9-12 Teacher Comp Day / No Classes K-12
Sept.	1 2	March	4 9-13 11, 25 16-20 19-20 23-27 31
	Labor Day K-12 Classes Begin		End of 2nd Trimester (Horizon) Testing Window for ELL Tests Prof. Development Before/After School No School Teacher Comp. Testing Window for ELL Tests BST Writing - Seniors Only End of 3rd Quarter (MHS)
	10, 24 15-Oct. 10	April	1 2 8, 22 10 21 21, 22 21, 23 28, 30 28 27-May 22
Sept.	8, 22		No School / Memorial Day Last Day for K-12 Students Last Day for K-12 Staff / Professional Dev. (a.m.) / Teacher Work Day (p.m.) Graduation
Oct.	10, 13 13 14		
	K - P/T Conferences (day) K-12 P/T Conferences (5-8:30 p.m.) K-12 P/T Conferences (8-11, 12-4) / No Classes K-12		
	14 15 16-17		
	K-8 P/T Conferences (5-8:30 p.m.) K-12 No School / Teacher Comp. Education Minnesota (EM)		
Nov.	4 5, 19 18 19 20 21 27-28		
	End of 1st Quarter (MHS) Prof. Development Before/After School GRAD/BST Writing Retest Grades 10-12 BST Math Retest Grade 12 BST Reading Retest Grade 12 End of 1st Trimester (Horizon) No School		
Dec.	1, 4 10 22		
	9-12 P/T Conferences (5-8:30 p.m.) Prof. Development Before/After School Winter Break Begins		
Jan.	5 14, 28 16 19		
	K-12 Classes Resume Prof. Development Before/After School End of 2nd Quarter/Semester (MHS) No Classes K-12 / Professional Development / Martin Luther King Jr. Day		

S-M9-B05
17 March 2008

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

March 17, 2008

5:30 p.m.

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

ATTENDANCE:

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

AGENDA

1. **CALL TO ORDER**

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

Moved by _____ Seconded by _____
Comments _____

2. **MSBA WORKSHOP ON SUPERINTENDENT SEARCH:** Nybladh

3. **ADJOURNMENT**

SCHOOL BOARD AGENDA - March 17, 2008**PAGE 2****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
No School	March 17-21		
Community Ed Adv Council	March 18	7 pm	PCE
Interagency Early Interv Com	March 19	12 pm	FSC
School Board	March 24	7 pm	PCE
Activities Council	March 25	7 am	MHS
Technology Committee	March 25	3:45 pm	PCE
Staff Prof Dev Before/After Schl	March 26		
Continuing Educ Com	April 1	6:45 am	Village Inn
Indian Educ Parent Com	April 2	5 pm	PCE
Joint Powers Committee	April 3	7 am	Courthouse
Horizon PTAC	April 3	7 pm	Media Center
Reinertsen PTAC	April 7	6:30 pm	Media Center
Asp PTAC	April 7	6:30 pm	Media Center
High School PTAC	April 7	7 pm	Conf Room
Hopkins PTAC	April 8	6:30-8 pm	Media Center
Staff Prof Dev Before/After Schl	April 9		
Instruction & Curr Adv Com	April 10	7 am	PCE
Health/Safety/Wellness Com	April 10	9:30 am	PCE
School Board	April 14	7 pm	PCE
Com Ed Advisory Council	April 15	7 pm	PCE
Com Ed Appreciation Event	April 15	5 pm	PCE

S-19-305
24 March 2008

INDEPENDENT SCHOOL DISTRICT #152

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

March 24, 2008

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 A. Ladwig _____	Larry P. Nybladh _____

AGENDA

1. CALL TO ORDER

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

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

*** **We Are Proud** of the Horizon Middle School Mathcounts Team for placing first in the chapter competition held at Minnesota State University Moorhead on February 6, 2008. Team members were Andrew Carlson, Jonathan Haglund, Matthew Lillehaugen and Yingying Zhang. Individual competitors were Zachary Drechsel, Heather Halvorson, Maija Lindaas, and Gabe Roach.

Jonathan Haglund placed first individual and third in the countdown round. Yingying Zhang placed second individual and second in the countdown round. Andrew Carlson placed fourth individual and first in the countdown round. The top four scoring individuals Jonathan Haglund, Yingying Zhang, Andrew Carlson, and Maija

SCHOOL BOARD AGENDA - March 24, 2008

PAGE 2

Lindaas made up the team that competed at the state Mathcounts competition in Plymouth, Minn., on March 15. The Mathcounts team is coached by Ken Welken.

*** **We Are Proud** of the Horizon Middle School math team for placing first in the Middle School Division at the Tri-College Math Contest held March 5 at MSUM. Team members were Andrew Carlson, Zachary Drechsel, Jonathan Haglund, Maija Lindaas, Matthew Lillehaugen, Peter MacFarlane, Gabe Roach and Yingying Zhang. Jonathan Haglund tied for first place individual, Andrew Carlson and Yingying Zhang tied for second place individual, and Gabe Wright placed eighth individual. Ken Welken is the math team coach.

- 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) Approval of Mayville State University Field Experience/Student Teaching Agreement - Pages 6-15
 - (2) Approval of Luther College Field Experience Contractual Agreement - Pages 16-17
 - (3) Acceptance of Carl D. Perkins Funding - Page 18
 - (4) Approval of Best Practice Grants - Pages 19-20
- B. BUSINESS SERVICE MATTERS - Kazmierczak
 - (1) Approval of 2008-2011 Lakes Country Service Cooperative Health and Safety Services Contract - Pages 21-22
- C. HUMAN RESOURCE MATTERS - Nielsen
 - (1) Acceptance of Early Retirement - Page 23
 - (2) Approval of Resignation - Page 24
 - (3) Approval of New Employees - Page 25

SCHOOL BOARD AGENDA - March 24, 2008

PAGE 3

D. SUPERINTENDENT MATTERS - Nybladh

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

Moved by _____ Seconded by _____

Comments _____

3. MINNESOTA COMPREHENSIVE ASSESSMENTS - SERIES II SCIENCE FIELD

TEST RESULTS: Kovash

Pages 26-37

4. 2008-2009 BUDGET REVIEW PRESENTATION: Nybladh

Pages 38-47

5. PRELIMINARY 2008-2009 STAFFING PLAN: Kovash

Pages 48-50

Suggested Resolution: Move to approve the 2008-2009 preliminary staffing plan as presented.

Moved by _____ Seconded by _____

Comments _____

6. RESOLUTION FOR DISCONTINUING AND REDUCING PROGRAMS AND

LICENSED POSITIONS: Kovash

Pages 51-52

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

Moved by _____ Seconded by _____

Comments _____

7. RESOLUTION FOR ADOPTING REQUEST FOR PROPOSALS FOR

SUPERINTENDENT SEARCH PROCESS CONSULTIVE SERVICES: Nybladh

Page 53

Suggested Resolution: Move to approve the Request for Proposals (RFP) and direct administration to contact the three following consulting firms to submit proposals:

SCHOOL BOARD AGENDA - March 24, 2008

PAGE 4

- 1) _____
- 2) _____
- 3) _____

Moved by _____ Seconded by _____

Comments _____

8. **COMMITTEE REPORTS**

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

10. **ADJOURNMENT**

SCHOOL BOARD AGENDA - March 24, 2008**PAGE 5****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Activities Council	March 25	7 am	MHS
Technology Committee	March 25	3:45 pm	PCE
Staff Prof Dev Before/After Schl	March 26		
Continuing Educ Com	April 1	6:45 am	Village Inn
Indian Educ Parent Com	April 2	5 pm	PCE
Joint Powers Committee	April 3	7 am	Courthouse
Horizon PTAC	April 3	7 pm	Media Center
Reinertsen PTAC	April 7	6:30 pm	Media Center
Asp Parent Social	April 7	6:30 pm	Media Center
High School PTAC	April 7	7 pm	Conf Room
Hopkins PTAC	April 8	6:30-8 pm	Media Center
Staff Prof Dev Before/After Schl	April 9		
Instruction & Curr Adv Com	April 10	7 am	PCE
Health/Safety/Wellness Com	April 10	9:30 am	PCE
School Board	April 14	7 pm	PCE
Com Ed Advisory Council	April 15	7 pm	PCE
Com Ed Appreciation Event	April 15	5 pm	PCE
Interagency Early Interv Com	April 16	12 pm	FSC
Supt's Advisory Council	April 17	7 pm	PCE
Safe and Healthy Learners Com	April 21	3 pm	PCE
Policy Review Committee	April 21	7 pm	PCE
Activities Council	April 22	7 am	MHS
Technology Committee	April 22	3:45 pm	PCE
School Board	April 28	7 pm	PCE
Grades 6-12 P/T Conferences	April 28-29	5-8:30 pm	



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.099 C

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: March 12, 2008
RE: Mayville State University School-Based Field Experiences and Clinical Experiences/Student Teaching Agreement

Attached is a School-Based Field Experiences and Clinical Experiences/Student Teaching Internship Agreement with Mayville University for Moorhead Area Public School District to serve as a clinical education experience. Moorhead Area Public School Policy 921 supports the agreements with universities and colleges to provide field experiences for pre-service teachers.

The attached agreement outlines the principals and provisions governing the placement of teacher education students for field experiences and clinical experiences/student teaching experiences from Mayville State University. Moorhead Area Public Schools would provide university students (candidates) an opportunity to work in a teaching-learning situation with a certified teacher (field mentor) and a university mentor.

This agreement will continue from year to year until such time as either Moorhead Area Public Schools or Mayville State University notifies the other of its desire to terminate the agreement.

SUGGESTED RESOLUTION: Move to approve the ongoing School-Based Field Experiences and Clinical Experiences/Student Teaching Internship Agreement with Mayville State University.

LAK/kmr
Attachment

School-Based Field Experiences and Clinical Experiences/Student Teaching Agreement Entered into by

Moorhead Public Schools hereinafter referred to as the District, and Mayville State University, hereinafter referred to as the University hereby agree to the following principles and provisions governing their relationship in the matter of school-based field experiences and clinical experiences/student teaching experiences for University teacher education candidates.

- A. **Purpose.** It is recognized that public school and public school faculty serve an important and necessary function in the preparation of future teachers. School-based Field Experiences and Clinical Experience/Student Teaching Experiences are intended to provide opportunities for candidates to observe, plan, and practice in a variety of settings appropriate to the professional roles for which they are preparing. The Candidate is provided with individual cases or problems, the diagnosis and solution of which involve the application of the principles and theories from the knowledge base of the particular professional program through these school-based field experiences and clinical experiences. These experiences occur concurrently with the professional education curriculum and provide opportunities for analysis, application and evaluation so that theories and actual school practices can be related. School-based Field Experiences, non-student teaching experiences, are intended to enable the Candidate to develop skills for providing quality instruction prior to entering the Clinical Experience/Student Teaching Experience. These may include, but are not limited to: observations, micro teaching, case studies, tutoring, curriculum development and other instruction-related activities.
- The Clinical Experience/Student Teaching Experience is direct, substantial, and full-day for at least ten weeks. In this experience, the University Supervisor, the

Cooperating Teacher, and the Candidate have a well-defined charge to support a successful experience as the Candidate assumes full-time responsibility in the school setting. Supervision of this experience includes attention to instructional plans, characteristics of learners and the instructional setting, structured observation of the experiences, and detailed debriefing and feedback relative to program goals. School-based Field Experiences and Clinical Experiences/Student Teaching Experiences are conducted only in those elementary and secondary schools that are state accredited and employ state certified teaching personnel.

Legal Status. Any Candidate, during the time such Candidate is assigned in the Clinical Experience/Student Teaching Experience, shall be given the same legal authority and status as if the Candidate were a certified employee of the school district in which he/she is assigned. The authority of the Candidate shall extend to all aspects of student management of discipline, in the handling of confidential records of students, and in all other aspects of legal authority granted to certified employees of the school districts in the state. The Candidate shall be deemed a certified employee of the district with respect to acts performed by him/her at the direction, suggestion, or consent of the certified employees under whose supervision and control the holder performs his/her duties, whether or not such duties are performed entirely in the presence of the employees of the district assigned to supervise the holder, and shall be deemed an employee of the school district within the meaning of section 39-01-08 and 40-43-07 relating to liability insurance carried by political subdivisions.

B. The school District hereby agrees:

1. To assist the University Candidate in his/her introduction to the Clinical Experience/Student Teaching Experience by offering an orientation session presented by the School District Coordinator of the Clinical Experience/Student Teaching Program, or his/her designate, during the Candidate's initial visit to the school. This experience will be designed to inform the Candidate(s) of matters related to school philosophy and relations, general practices within the school, building procedures, types of reports and records for which he/she will be responsible, the organization of the school day, checking, in and out procedures, and any other details which will assist in the integration of the Candidate(s) into the professional staff of the school;
2. To provide an environment which insures the Candidate an opportunity to work under the supervision of a qualified and certified Cooperating Teacher under regular classroom conditions and procedures;
3. To recommend Cooperating Teachers who willingly assume this responsibility and who have completed a minimum of three years teaching experience in the area(s) they are supervising, who have at least one year of teaching experience in the school system where the Candidate is being supervised, who are certified for the area(s) in which they are supervising candidates and who have completed an in-service requirement in the supervision of Clinical Experience/Student Teaching that meets the necessary essentials in preparing Cooperating Teachers to supervise candidates. These Cooperating Teachers who have served prior to July 1, 1976 may have this requirement waived at the discretion of the host university and cooperating school;

4. To cooperate in the development and provision of School-based Field Experiences at the elementary and secondary levels for University pre-service Candidates;
5. To furnish the necessary supplies, materials, and equipment to support the School-based Field Experiences and Clinical Experience/Student Teaching Experiences of Mayville State University Candidates; and,
6. To designate the:
____ School Superintendent
____ Elementary School Principal
____ Secondary School Principal
as Coordinator(s) of the Clinical Experience/Student Teaching Experience Program for the School District. This/These Coordinator(s) will work with the Chairman of the Division of the Education and Psychology of Mayville State University, or his/her designate, in scheduling and assigning Mayville State University Candidates to Clinical Experiences/Student Teaching Experiences and in solving problems and in coordinating activities arising under provisions of this agreement. This/These Coordinator(s) will also assist in the evaluation of Candidate progress, consult with the Chairman of the Division of Education and Psychology or his/her designate, concerning the success or failure of the Clinical Experience/Student Teaching Experience, propose suggestions for the improvement of the program when that is appropriate, and protect the Candidate(s) from exploitation.
7. That the responsibilities/roles of Cooperating Teachers include:

- a. A primary concern for the education of the pupils in the learning situation and, to this end, agrees that the Cooperating Teacher should remain in the classroom when the Candidate first assumes responsibility for the class and that the Cooperating Teacher should remain in the classroom thereafter to the extent that the welfare of the pupils and the administrative policies of the school require;
- b. Acquainting the Candidate with the school staff and philosophy and with the organization and administration of the instruction program (e.g., forms, records, bulletins, equipment);
- c. Knowing the Candidate as a person and recognizing the Candidate as a prospective professional colleague;
- d. Regarding the Candidate as a member of a team which shares instructional responsibilities and providing/encouraging Candidate participation in school-related activities which will broaden and contribute to the completion of the Clinical Experience/Student Teaching Experience;
- e. Evaluating the Candidate's progress through a continuous process extending throughout the experience. The primary purpose of this evaluation is to provide the Candidate with both verbal and written information which will enable him/her to recognize areas of strength and weakness and to set goals for improvement in areas of weakness;
- f. Providing a verbal evaluation of the Candidate to the University Supervisor on the occasion of the evaluation visit(s); at least three written evaluations of the candidate to the Chairman of the Division of Education

and Psychology at Mayville State University; and recommending a final grade for the Clinical Experience/Student Teaching Experience to that same Chairman.

C. Mayville State University hereby agrees:

1. To carefully screen Candidates and to work with the Coordinator(s) of the Clinical Experience/Student Teaching Experience Program in determining the number of Candidates who can be placed in the District and the actual placement of these Candidates;
2. To work cooperatively with the Coordinator(s) of the Clinical Experience/Student Teaching Experience Program and with the Cooperating Teacher(s) in matters relating to the Clinical Experience/Student Teaching Experience;
3. To make a copy of the Candidate's file available to the Cooperating Teacher prior to the arrival of the Candidate. Such file may contain a brief biography and general information, but shall not contain any specific information that would be in violation of the Candidate's right to privacy.
4. To ensure that Candidates are aware that they must:
 - a. Keep the same hours and follow the same regulations as are required of the faculty in the cooperating school;
 - b. Secure approval of the Cooperating Teacher and the Coordinator of the Clinical Experience/Student Teaching Experience Program prior to absenting himself/herself from his/her assignment for any reason;
 - c. Attend school functions as a matter of professional concern to the same extent as is required or practiced by their Cooperating Teacher;

- d. Dress in a professional manner that is consistent with the dress code of the faculty of the cooperating school;
 - e. Engage in activities outside of the Clinical Experience/Student Teaching Experience and its associated responsibilities only to the extent that these activities do not interfere with success in the Clinical Experience/Student Teaching Experience;
 - f. Purchase liability insurance, either through the coverage provided by SNDEA membership or by obtaining such insurance from a private agency;
 - g. Endeavor to develop skills in writing and utilizing lesson plans which are well organized, sequential, and meaningful to students and to offer variety while covering content thoroughly (detailed instructions are given in the publication: A Manual for Candidates, Cooperating Teachers and University Supervisors); and,
 - h. Maintain strictest professional confidence concerning the administration, faculty, students, and school affairs of the cooperating school.
5. To ensure that University Supervisor(s) from the Division of Education and Psychology provide evaluation of the Clinical Experience/Student Teaching Experience on at least three separate occasions and in, the case of a secondary Clinical Experience/Student Teaching Experience, on at least one additional occasion, by faculty representing the candidate's major discipline. These evaluations will consist of observing the candidate's classroom performance, consulting with the Cooperating Teacher, and meeting with the Candidate to

review the Supervisor's written evaluation comments and identifying practices/techniques which will improve and promote classroom performance.

6. Work cooperatively with the Coordinator of the Clinical Experience/Student Teaching Experience Program and the Cooperative Teacher in the identification of candidates whose performance is not satisfactory. It is critical that officials from the Cooperating School communicate major concerns related to the progress of the candidate to the University Supervisor on a timely basis so that efforts can be made to improve the performance of the candidate. In the event that deficiencies of the candidate cannot be remedied through the coordinated efforts of the Cooperating Teacher and the University Supervisor, the candidate may be removed from student teaching. The final decision in this matter is the joint responsibility of the Chairman of the Division of Education and Psychology, the Coordinator of the Clinical Experience/Student Teaching Experience Program, and the Cooperating Teacher(s).
7. To directly compensate the School District at the conclusion of each semester and upon submission of all required documentation for services rendered in the supervision of candidates. Compensation is to be at the rate of two hundred fifty dollars (\$250) for the supervision of full-time Candidates. Compensation for a Cooperating Teacher supervising a Candidate enrolled for less than full-time shall be the base rate specified above in this provision and in a proportion reflecting the percentage of full-time Clinical Experience/Student Teaching Experience in which the Candidate is enrolled. The school district shall compensate the

Cooperating Teacher as per rate outlined by the existing Master Agreement of the
District.

The parties agree that the terms of this agreement will continue from year to year until such time
as either party notifies the other of its desire to terminate the agreement. This agreement is
hereby approved:

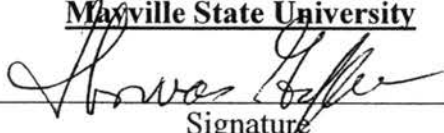
Moorhead Public Schools

Signature

Title

Date

Mayville State University



Signature

Chair, Division of Education & Psychology



Date



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.101 C

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: March 18, 2008
RE: Luther College Field Experience Contractual Agreement

Attached is a Field Experience Contractual Agreement with Luther College, Decorah, Iowa for Moorhead Area Public School District to serve as a student teaching center. Terms of this agreement are for the 2008-2009 academic year. Moorhead Area Public School Policy 921 supports the agreements with universities and colleges to provide field experiences for pre-service teachers.

Moorhead Area Public Schools would provide students of Luther College an opportunity to work cooperatively in a teacher-learning situation with a teacher certified by the state of Minnesota.

SUGGESTED RESOLUTION: Move to approve the Field Experience Contractual Agreement with Luther College for the 2008-2009 school year.

LAK/kmr
Attachment



MAR 17 2008


FIELD EXPERIENCE CONTRACTUAL AGREEMENT

This contract is made and entered into by and between the Luther College Department of Education, Decorah, Iowa and Moorhead Public School District.

PROVISIONS:

1. Luther College and Moorhead Public School District agree to participate, if placements are available, in the district in a field experience program, which includes, but is not limited to: Student Teaching, Student Observations, and other field experiences during the 2008-2009 academic year. This agreement may include assignments in elementary (grades Pre-K-6), secondary (grades 7-12), and special fields [Art, Music, Physical Education, and Health (K-12)].
2. Luther College will provide supervision by one or more of the following: faculty member(s), or trained and credentialed specialists in education, for students participating in Field Experiences who are placed in the school district identified under item 1, above.
3. **Luther College agrees to compensate the school district in the amount of \$100 for one-half a semester or \$200 for a full semester for each student placed as a student teacher.** Payment is to be made at the end of each semester after the Department of Education receives the written Student Teacher Evaluation from the Cooperating Teacher. Allocation of compensation to each cooperating teacher is to be directly made to the cooperating teacher, unless otherwise specified by the district. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period. **Other field experiences identified in this agreement will be compensated with regard to time involvement and course objective, and will be stated at the time of the request.**
4. Student Teachers and other field experience enrollees of Luther College Department of Education are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Moorhead Public School District, as well as the option of Luther College, should circumstances warrant such an action.

March 4, 2008


Chair, Department of Education
and the Luther College Board of Regents

March 4, 2008


Director of Field Placement

Date

Representative for Moorhead Public School District



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.097 C

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: March 17, 2008
RE: Carl D. Perkins Funding

Moorhead Area Public Schools has been awarded funding by the Lakes Country Carl D. Perkins Consortium for Mary Flesberg to attend the National Business Educators Association Annual Convention in San Antonio, TX, March 18-22, 2008. Registration, meals and lodging expenses not to exceed \$1,096.79.

This professional development award provides opportunities for teachers to network with other teachers and improve their skills that 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 from Lakes Country Carl D. Perkins Consortium of \$1,096.79 for Mary Flesberg to attend the National Business Educators Association Annual Convention in San Antonio, TX, March 18-22, 2008.

LAK/kmr



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.07.100 C

TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
DATE: March 17, 2008
RE: Best Practice Grants

Attached is a list of Best Practice incentive grants funded for the 2007-2008 school year. The grants were reviewed by the staff development committee.

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

SUGGESTED RESOLUTION: Move to approve the Best Practice incentive grants for a total of \$36,536.98.

LAK/kmr
Attachment

2007-2008 Staff Development Grants

Applicant(s)	Title	Bldg	Awarded
Vicki Breneman	Math Collaboration and Intervention Strategies	Hopkins	\$ 3,062.40
Deb Helleckson	Pyramid of Intervention		\$ 3,000.00
Vicki Breneman	Math Collaboration and Intervention Strategies	Asp	\$ 3,062.40
Sarah Graning	Responsive Classroom on-site consultation and study group	Hopkins	\$ 3,750.00
MariBeth Plankers	Literacy across the Curriculum	MHS	\$ 2,854.65
Pat Sullivan	Response to Intervention		\$ 2,242.00
Vicki Breneman	Math Collaboration and Intervention Strategies	SGR	\$ 2,784.00
Barb Stack	Math Power	HMS	\$ 1,819.20
Kate Rockstad	Designing a School Schedule with Common Time for Interventions and Enrichments	SGR	\$ 649.53
Wendy Rheault	Teached-led Instructional Change	SGR	\$ 2,872.80
Anne Moyano	Reciprocal Teaching (Train in faciliators)	SGR	\$ 3,830.00
HS Literacy Team	Reading for All	MHS	\$ 3,900.00
Sally Doran	Visual Phonics	Hopkins	\$ 2,710.00
	TOTAL		\$ 36,536.98



Department of Business Services
Moorhead Area Public Schools

Memo B.08.017

TO: Dr. Larry P. Nybladh, Superintendent

FROM: Wayne Kazmierczak, Assistant Superintendent of Business Services *W.K.*

DATE: March 19, 2008

RE: Health and Safety Services Contract – Lakes Country Service Cooperative

Attached is the 2008-2011 contract with Lakes Country Service Cooperative for Health and Safety consultation and coordination services related to the management of district environmental health and safety concerns. The district has worked successfully with Lakes Country Service Cooperative in this capacity in the past and I recommend that we continue this working relationship for the next three years. The annual cost of this service is \$21,128.47.

Suggested Resolution: Move to approve the Health and Safety Services (2008-2011) contract with Lakes Country Service Cooperative as presented.

WAK:mde
Attachments



**Lakes Country Service Cooperative
Health and Safety Program Plan I Service
2008-2011**

This agreement, made and entered into, by and between Lakes Country Service Cooperative, hereinafter referred to as LCSC and Moorhead School District centrally located in Moorhead, Minnesota, hereinafter referred to as school, witnesseth:

1. That LCSC is engaged in providing consultation and coordination services related to the management of school district environmental health & safety concerns.
2. That the school desires to obtain and agrees to pay for said services.
 - A. Program Description Summary
LCSC shall furnish:
 1. Written programs.
 2. Facilitator time of a minimum of 22 visits per year. Facilitators will conduct training sessions, inspections, and record keeping tasks.
 3. Inspections for asbestos (six month surveillances and three-year reinspections), playgrounds, indoor air quality, and facility safety.
 4. Other services as noted in the Plan I description.Programs covered will include: Workplace Accident Injury Reduction Program (AWAIR), Asbestos, Bleacher Safety, Bloodborne Pathogens, Chemical Hygiene (Laboratory Safety), Community Right to Know, Compressed Gas, Confined Space, Electrical Safety, Emergency Action Plan, Employee Right to Know, Hazardous Waste, Air Emissions Reporting, Hearing Conservation, Indoor Air Quality, Infectious Waste, Ladder Safety, Lead in Water and Paint, Lockout/Tagout, Machine Guarding, Radon Gas, Respiratory Protection, Above Ground/Underground Storage Tanks, Personal Protective Equipment, Powered Industrial Truck (Forklift), Playground Safety, and Welding Safety. Other programs will be added as deemed necessary. Programs added to the MDE's annual health and safety letter will be added at no extra charge.
 - B. Program Guarantee
Plan I written programs are guaranteed to meet all current statutes, rules, regulations, or standards, and further, if any fines result from written program deficiencies, the fines will be paid by the LCSC. Failure to implement or comply with regulatory written program by the school district is not covered by this program guarantee. The LCSC reserves the right to negotiate with the regulatory agency.
3. That LCSC shall furnish the Health & Safety Services at a cost of \$ 21,128.47 annually.
4. That this contract begins July 1, 2008 and runs through June 30, 2011. Any district may discontinue this contract with a 90-day notice prior to the end of the fiscal year. Notification of any adjustment to the contract price will be sent 90 days prior to the end of the fiscal year. Laboratory and equipment fees or other special project fees not covered by this contract will be billed as occurred with prior approval from the district.

IN WITNESS WHEREOF, Parties hereto have executed this agreement this _____ day of _____, 2007.

LCSC MEMBER SCHOOL DISTRICT

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Authorized School Official

By: _____

Date: _____

Date: _____



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.08.099**

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 17, 2008
RE: Early Retirement

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

Evie Ulven Paraprofessional, S. G. Reinertsen Elementary, effective at the end of
the 2007-2008 school year.


SUGGESTED RESOLUTION: Move to accept the Early Retirement of Evie Ulven as presented.

RN/smw



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.08.100**

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron  Nelson, Director of Human Resources
DATE: March 17, 2008
RE: Resignation

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

Kimberly Stockert Lunchroom Supervisor, S. G. Reinertsen Elementary, effective
March 10, 2008.


SUGGESTED RESOLUTION: Move to approve the resignation of Kimberly Stockert as presented.

RN/smw



Department of Human Resources
Moorhead Area Public Schools

Memo **HR.08.098**

TO: Dr. Larry Nybladh, Superintendent
FROM: Ron , Director of Human Resources
DATE: March 17, 2008
RE: New Employees

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

Paul Kelly	Bus Driver, Transportation, 10 hours per week, \$12.42 per hour, effective March 5, 2008 (Replaces 1/3 of Ramses Yannaroda)
Ashley Lindblad	Early Childhood Special Education Teacher, EIS, BA (0) \$9,907.80, effective March 24, 2008. (New Temporary position approved by school board on 2-11-2008)
Amy Pedersen	Paraprofessional, S. G. Reinertsen Elementary, B21(3) \$13.31 per hour 6.5 hours per day, effective March 24, 2008. (Paid by resident district)

SUGGESTED RESOLUTION: Move to approve the employment of Paul Kelly, Ashley Lindblad and Amy Pedersen as presented.

RN/smw

25



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.103

TO: Dr. Larry P. Nybladh
FROM: Lynne Kovash *LK*
DATE: March 18, 2008
RE: Minnesota Comprehensive Assessments – Series II
Science Field Test Results

In 2004, the Minnesota legislature passed an education omnibus bill that established standards in science and “assessments aligned with state academic standards that districts and sites must use to monitor student growth toward achieving those standards.” The law requires “annual science assessments in one grade in the grades 3 through 5 span, the grades 6 through 9 span, and a life sciences assessment in the grades 10 through 12 span for the 2007-2008 school year and later.”

The Minnesota Department of Education (MDE) has selected grades 5 and 8 for assessments in the first two grade bands. Districts will administer the life sciences assessment to all students in grades 10, 11 or 12. In 2007, field administration of the MCA-IIs in science was given to provide MDE the data needed to build the operational test and will also give individual schools and Moorhead Area Public Schools the opportunity to pilot the delivery of a new test in a new format.

Given the nature of science, MDE will use a web-based format to administer the MCA-IIs in science. This format will allow students to view simulations of experiments and phenomena and manipulate visual representations of relevant materials. It will also allow for faster reporting of test results. Classroom assessments and ancillary materials will be provided for the purpose of familiarizing students and teachers with this web-based format. The classroom assessments will consist of sample scenarios and items and those released from field and operational tests.

MCA test results are used to compare school sites and districts and to provide feedback on curriculum and instruction in the new standards-based system. The test is not designed to assess all aspects of science or even all of the Minnesota Academic Standards in Science. It will assess only those academic standards that can be assessed by the web-based format.

All students, including students in special education who are receiving instruction on grade-level curriculum and students designated with Limited English Proficiency (LEP), must take the MCA- IIs in science. Unlike a graduation assessment where students must earn a minimum score to earn a high school diploma, there is no required minimum MCA score for students.

Attached are the results of the field test and frequently asked questions regarding the new science test. I will present information to the board regarding the results of the field tests and the science tests.

LAK/kmr
Attachment

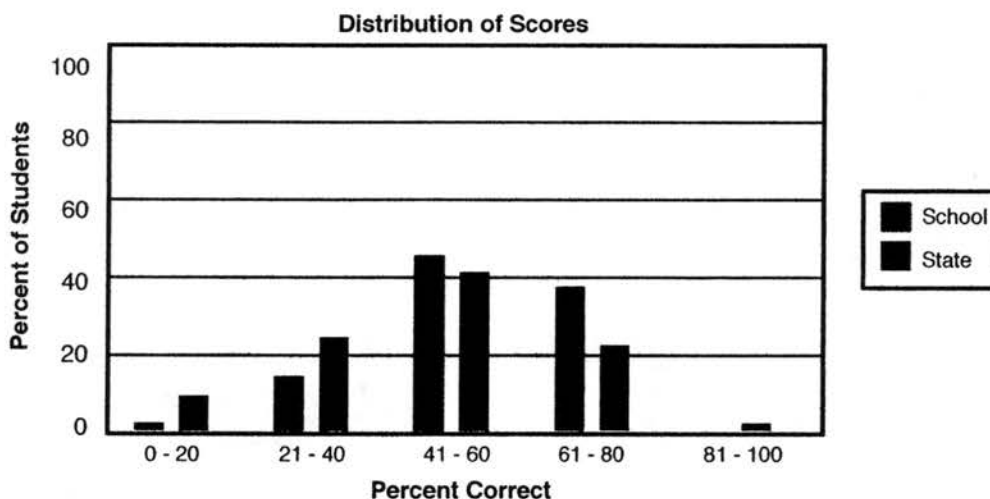
26

MINNESOTA ASSESSMENTS
Minnesota Comprehensive
Assessments - Series II
Science Field Test
Summary Report

School: MOORHEAD HIGH (382)
District: MOORHEAD PUBLIC SCHOOL DISTRICT (0152-01)
Grade: HS
Test Date: Spring 2007

SCIENCE

Science Content Strand Assessed	Average Percent Correct Multiple Choice & Figural Response Items	
	School	State
History and Nature of Science	57.1	53.6
Life Science	54.1	45.4
TOTAL	54.6	47.2
NUMBER TESTED	94	22,882



INTERPRETATION CAUTIONS

This report includes results from only multiple choice and figural response items on the 2007 science field test.

The purpose of a field test is to evaluate the test format and its items, not students. The field test information is used to select the well performing field test items for placement on the operational test.

For the above reasons, the 2007 science MCA-II field test results should be interpreted cautiously.

SCIENCE

History and Nature of Science and Life Science represents strands of the Academic Standards in Science for High School.

DEFINITIONS

Average Percent Correct is the average percent of multiple choice and figural response points earned.

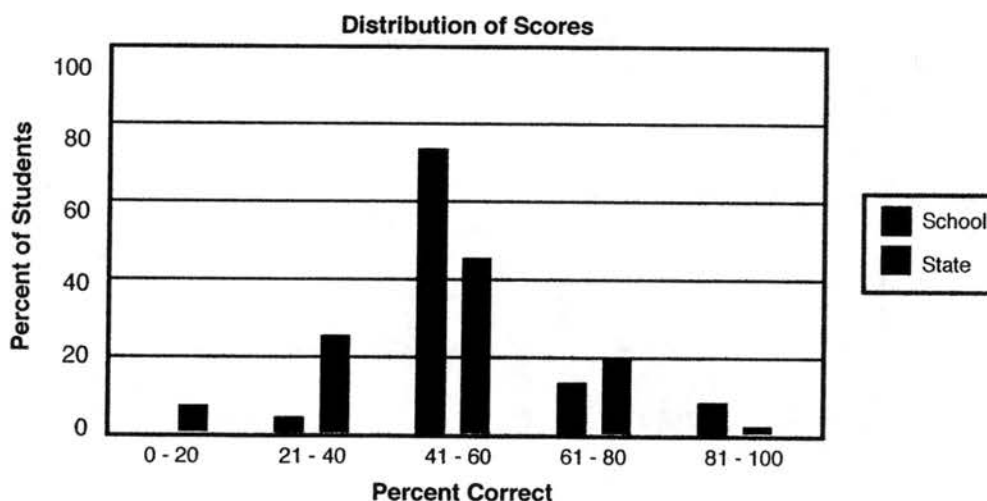
Number Tested is the number of students who took the test.

MINNESOTA ASSESSMENTS
*Minnesota Comprehensive
Assessments - Series II*
**Science Field Test
Summary Report**

School: HORIZON MIDDLE SCHOOL (380)
District: MOORHEAD PUBLIC SCHOOL DISTRICT (0152-01)
Grade: 08
Test Date: Spring 2007

SCIENCE

Science Content Strand Assessed	Average Percent Correct Multiple Choice & Figural Response Items	
	School	State
History and Nature of Science	56.5	30.8
Physical Science	52.3	47.5
Earth and Space Science	54.7	44.6
Life Science	64.1	53.1
TOTAL	56.7	47.7
NUMBER TESTED	23	27,078



INTERPRETATION CAUTIONS

This report includes results from only multiple choice and figural response items on the 2007 science field test.

The purpose of a field test is to evaluate the test format and its items, not students. The field test information is used to select the well performing field test items for placement on the operational test.

For the above reasons, the 2007 science MCA-II field test results should be interpreted cautiously.

SCIENCE

History and Nature of Science, Physical Science, Earth and Space Science, and Life Science represents strands of the Academic Standards in Science for grade level 5.

DEFINITIONS

Average Percent Correct is the average percent of multiple choice and figural response points earned.

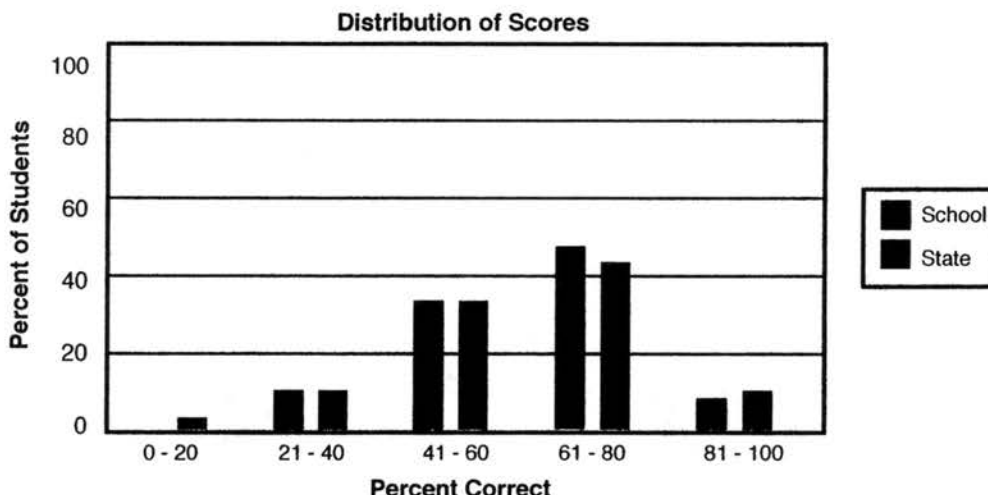
Number Tested is the number of students who took the test.

MINNESOTA ASSESSMENTS
Minnesota Comprehensive
Assessments - Series II
Science Field Test
Summary Report

School: S.G.REINERTSEN ELEMENTARY (189)
District: MOORHEAD PUBLIC SCHOOL DISTRICT (0152-01)
Grade: 05
Test Date: Spring 2007

SCIENCE

Science Content Strand Assessed	Average Percent Correct Multiple Choice & Figural Response Items	
	School	State
History and Nature of Science	81.3	73.2
Physical Science	61.2	60.0
Earth and Space Science	68.6	58.0
Life Science	56.0	60.3
TOTAL	63.7	60.6
NUMBER TESTED	48	27,002



INTERPRETATION CAUTIONS

This report includes results from only multiple choice and figural response items on the 2007 science field test.

The purpose of a field test is to evaluate the test format and its items, not students. The field test information is used to select the well performing field test items for placement on the operational test.

For the above reasons, the 2007 science MCA-II field test results should be interpreted cautiously.

SCIENCE

History and Nature of Science, Physical Science, Earth and Space Science, and Life Science represents strands of the Academic Standards in Science for grade level 5.

DEFINITIONS

Average Percent Correct is the average percent of multiple choice and figural response points earned.

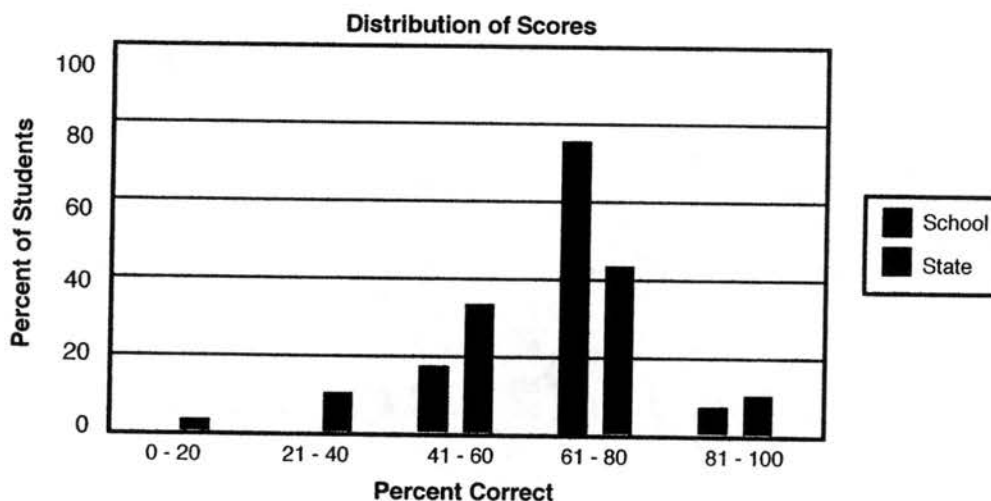
Number Tested is the number of students who took the test.

MINNESOTA ASSESSMENTS
Minnesota Comprehensive
Assessments - Series II
Science Field Test
Summary Report

School: ELLEN HOPKINS ELEMENTARY (188)
District: MOORHEAD PUBLIC SCHOOL DISTRICT (0152-01)
Grade: 05
Test Date: Spring 2007

SCIENCE

Science Content Strand Assessed	Average Percent Correct Multiple Choice & Figural Response Items	
	School	State
History and Nature of Science	83.0	73.2
Physical Science	66.9	60.0
Earth and Space Science	74.0	58.0
Life Science	61.0	60.3
TOTAL	68.5	60.6
NUMBER TESTED	28	27,002



INTERPRETATION CAUTIONS

This report includes results from only multiple choice and figural response items on the 2007 science field test.

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SCIENCE

History and Nature of Science, Physical Science, Earth and Space Science, and Life Science represents strands of the Academic Standards in Science for grade level 5.

DEFINITIONS

Average Percent Correct is the average percent of multiple choice and figural response points earned.

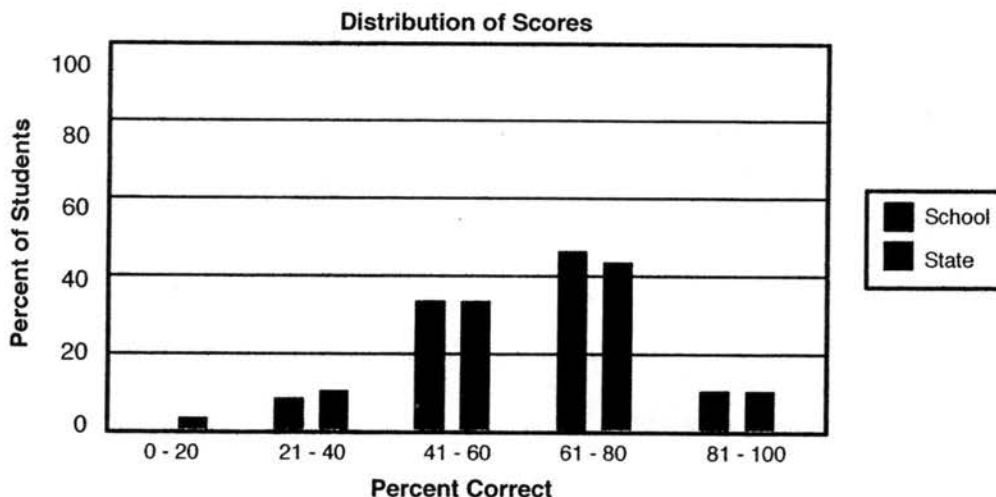
Number Tested is the number of students who took the test.

MINNESOTA ASSESSMENTS
*Minnesota Comprehensive
Assessments - Series II*
Science Field Test
Summary Report

School: R. ASP ELEMENTARY (187)
District: MOORHEAD PUBLIC SCHOOL DISTRICT (0152-01)
Grade: 05
Test Date: Spring 2007

SCIENCE

Science Content Strand Assessed	Average Percent Correct Multiple Choice & Figural Response Items	
	School	State
History and Nature of Science	79.0	73.2
Physical Science	57.2	60.0
Earth and Space Science	69.3	58.0
Life Science	61.2	60.3
TOTAL	63.8	60.6
NUMBER TESTED	56	27,002



INTERPRETATION CAUTIONS

This report includes results from only multiple choice and figural response items on the 2007 science field test.

The purpose of a field test is to evaluate the test format and its items, not students. The field test information is used to select the well performing field test items for placement on the operational test.

For the above reasons, the 2007 science MCA-II field test results should be interpreted cautiously.

SCIENCE

History and Nature of Science, Physical Science, Earth and Space Science, and Life Science represents strands of the Academic Standards in Science for grade level 5.

DEFINITIONS

Average Percent Correct is the average percent of multiple choice and figural response points earned.

Number Tested is the number of students who took the test.



Division of Assessment & Testing

mde.testing@state.mn.us

FAQs about the Science MCA-II

TEST CONTENT	2
TEST REQUIREMENTS	3
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CURRICULUM IMPLICATIONS	4
TEACHER INVOLVEMENT	5
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TEST CONTENT

Questions about test content are answered on the basis of the Test Specifications for Science which are located at

<http://education.state.mn.us/mdeprod/groups/Assessment/documents/Report/006366.pdf>

What will be on the science test?

In grade 5, the assessment will cover all strands and standards from the grade 3–5 band. In grade 8, the assessment will cover all strands and standards from the grade 6–8 band. In high school, the assessment will cover two strands—life science and the history and nature of science, addressed in a life science context.

In what grade will the 9–12 science test be administered? Which standards will it cover?

The high school assessment will be administered once to each student during grade 10, 11, or 12. Each district will choose which of its students will take the test during the regular spring testing window. The assessment will cover the life science standards and the history and nature of science standards, the latter addressed in a life science context.

Are we able to add questions beyond life science to the HS test?

No. According to state law (MN Ch. 294), the science assessment in high school will be a life science assessment. The assessment will address standards in the life science strand and the history and nature of science strand, in the context of life science. Any change to this alignment must be made by the legislature.

Can the standards be made more specific for the purpose of assessment?

Content limits are included in the Test Specifications for Science. These

descriptions clarify in more specific terms how achievement of the standards will be assessed. The test specifications are available on the Minnesota Department of Education website.

Will the science test be computer-delivered? Will it be online?

Sometimes we talk about online test and at other times we talk about computer-delivered tests. We tend to use these words interchangeably. To be precise, the Science MCA-II assessments are computer-delivered tests. The student is viewing test content that has been pre-loaded to a designated school computer rather than accessing the test directly over the internet. During testing, test results are being sent over the Internet periodically back to Pearson servers.

How long will the test take?

Most students will finish the grade-5 and grade-8 tests in less than 2 hours. Some students may finish in less than one hour. Most students will finish the high-school test in less than 2 ½ hours; some may finish in a little over one hour.

These estimates include a required tutorial, which is viewed at the start of the test. The estimates do not include the time needed to set up the test prior to students arriving.

Test Requirements

Students are tested a lot. Why do we need another assessment?

NCLB requires statewide assessments in reading, math, and science. NAEP is also mandatory for districts receiving Title I funding. Many districts use additional tests to provide valuable information that supplements the data generated by statewide assessments.

How do statewide testing requirements affect private schools?

The statewide assessment requirements are part of ESEA (NCLB), and are tied to federal funding of public schools. Non-public schools are not required to participate in the MCAs. However, many do participate so they can provide valuable information to their stakeholders, make comparisons, and ensure consistency for students who may attend public schools before and/or after attending non-public schools. Charter

schools, public area learning centers, secondary and private-contract alternative programs, distance learning programs, and secondary vocational programs are subject to the same testing requirements as any other public school.

Will the results of the science assessment be used to calculate AYP?

The science MCA-IIs are required under NCLB; the results will be included in individual student reports and school and district summaries. The NCLB target is for at least 95% of the 2007/08 tenth grade cohort of students to have a valid score on the Science MCA-II by the time they graduate from high school. Minnesota will be reporting its participation rates to USDE, and including them on the MDE School Report Card site. Under current law, the results will not be used for AYP calculations. (As of January, 2008)

STUDENTS AND TESTING

Will students taking the science test know what is expected of them?

Yes. MDE has provided test specifications and practice resources for teachers to use in the classroom. The Test Specifications for Science are available on the MDE website and outline, in detail, what will be assessed, how it will be assessed, and how much of the test will address each strand. MDE has also provided sample items that show more directly what the test looks like. These items are accessible to the public through the MDE website. MDE also provides a tutorial for students at the beginning of the actual test to further familiarize students with the test format.

Can students with low reading levels pass the science test?

By using the computer to deliver visual and auditory stimuli in unique item types, the need for reading is reduced. For example, some items require a "figural" response—either completing or manipulating a figure. Much of the text on the screen is played as an audio file for all students. Scripts and audio CD's of all text will be available to ELL students and students with IEP's where appropriate.

What about students with special needs?

The science test will be "universally designed" meaning it will be accessible to the widest range of students. Accommodations will specifically address the needs of students with IEP's, and vision and hearing impairments. Large print and Braille versions will be available in addition to other accommodations consistent with the Math and Reading MCA-II's

Can a grade 8 or high school student on a block schedule take the assessment at the end of the appropriate science course?

The science MCA-II testing window will be in the spring of each year. Students will only be able to take the assessment during this testing window regardless of their particular school's schedule.

How do schools motivate students to try hard on a test that does not count for AYP?

While many students may be intrinsically motivated to do well on the

test, we are aware that for some, effort would be limited if they don't see any value in the test. We hope that teachers and administrators can communicate the value of statewide assessment and the opportunity for students to show what they know.

In addition, the test itself is designed to be engaging. Teachers should let students know what to expect and how the data will be used. Teachers can also use item samplers in their classes, making the transition to taking a statewide assessment in science more seamless.

Can students refuse to take the test because of religious beliefs?

Parents can refuse to have a child take an assessment without indicating why. Parents who do so should be informed of the opportunities missed, consequences for the school (the loss of valuable data, the effect on decisions based on the data) and other issues surrounding refusal.

CURRICULUM IMPLICATIONS

Does statewide testing result in a state-dictated curriculum?

No. Statewide tests are aligned to the academic standards, not to any specific science curriculum.

Will a mandated science test water down curricula to "minimum competencies"? *(If everyone has to learn it, it has to be pretty basic, which hurts more capable students)*

NCLB requires the science standards to be "challenging," not "minimum competencies." Since the tests are aligned to Minnesota's academic standards, the tests should be challenging. The goal of the assessment

program is to ensure that all students have the opportunity to achieve at a level deemed proficient by state advisory panels (mostly science teachers). To register to be part of these advisory panels, follow the link at the end of this document.

Can we reduce the curriculum to fewer, essential outcomes?

State law requires all standards for all students. However, districts may choose to emphasize some standards over others.

During the development of the test specifications, panel members had the

opportunity to prioritize the standards. This prioritization was open for public comment in April 2005. The result of this process is used to guide the development of assessments that emphasize "essential" standards, while still assessing all of the standards intended for inclusion in statewide assessments.

Can we address the middle-level physical science standards in 8th grade rather than 6th grade?

The standards in grades 6–8 are "banded," meaning that individual districts can address the standards in any grade within the band. The same is true of the standards in grades 3–5.

We are considering placing earth science in grade 6 and physical science in grade 8. Would this put our students at a disadvantage on the grade 8 test?

It is difficult to say without any data. The purpose of the science test is to measure student performance on standards, not compare students to each other. (The test will not be "norm-referenced.") If students are given a good opportunity to achieve what is written in the standards, it should not

matter whether the student is in grade six or eight. What students might lose by waiting two years for an assessment of earth science, they should gain in physical science. These strands will have roughly equal representation on the grade-8 test.

What consideration is being made for the amount of time teachers spend testing, thereby disrupting their instruction?

All classroom, district and statewide assessments take instructional time—even more so if students have to cycle through a computer lab to take a computer-delivered test. Computer-delivered assessments may compete with the instructional use of computers.

At many statewide conferences and district staff meetings attended by MDE science specialists, most educators said the benefits of having computer-delivered assessments outweigh the lost instructional time. These benefits include more seamless inclusion of students with disabilities, reducing the reading load, and using scenarios that show real-world phenomena or common classroom experiments.

Teacher Involvement

How can teachers participate in advisory panels for the MCA-II Science test?

Teachers can sign up to participate in Assessment Advisory Panels during development and on an ongoing basis during the coming years. The purpose of these panels is to provide input into the development of the science assessment and ensures the validity of the test content. The process of applying to be

on a panel begins with getting your name on the Advisory Panel Register.

Register for advisory panels at:

http://education.state.mn.us/mde/Accountability_Programs/Assessment_and_Testing/Professional_Development/Advisory_Panels/index.html

MDE CONTACTS

**If you have further questions about science MCA-II,
please contact a science specialist at MDE.**

<i>MDE Science Specialists</i>	
Research and Assessment	Dawn Cameron 651-582-8551 dawn.cameron@state.mn.us
Research and Assessment	Jim Wood 651-582-8541 Jim.Wood@state.mn.us
Academic Standards and Professional Development	Clark Erickson 651-582-8753 clark.erickson@state.mn.us

**If you have further questions about technology,
please check with an MDE technology coordinator.**

<i>MDE Technology Specialists</i>	
Research and Assessment	Diane Gamm 651-582-8335 diane.gamm@state.mn.us
School Technology	Mary Mehsikomer 651-582-8827 mary.mehsikomer@state.mn.us



Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.086

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

DATE: March 18, 2008

RE: 2008-2009 Budget Review Presentation

Attached please find information related to the 2008-2009 budget. A presentation will be provided at the March 24 School Board meeting

LPN:mde
Attachments



Moorhead Area Public Schools

2008-2009 Budget Review

Dr. Larry P. Nybladh
Superintendent

March 24, 2008



Decision Timeline for 2008-09 AOP: Budget/Staffing

- Feb. 1 Intent to Return Deadline: Extended Leave of Absence
- Feb. 15 Intent to Return Deadline: One Year Leave of Absence
- Feb. 15 Retirement Notification Deadline
- Feb. 25 School Board Meeting: Acceptance of Retirements
- Feb. 25 School Board Meeting: Resolution Directing
Administration to Make Recommendations for
Reductions in Programs and Positions
- March 13 Cabinet Meeting
- March 24 School Board Meeting: Review of Preliminary Budget
and Preliminary Staffing Plan
- March 24 School Board Meeting: Resolution for Discontinuing
Programs and Positions



Decision Timeline for 2007-08 AOP: Budget/Staffing (continued)

- April 1 Application Deadline: Sabbatical and Extended Leave Absence
- April 3 K-12 Principals Meeting
- April 14 School Board Meeting: Resolution for Discontinuance of Probationary/Provisional Licensed Teachers
- April 24 Request for Reasons Deadline (Probationary)
- April 28 School Board Meeting: Resolution for Discontinuance of Tenured Teachers
- May 7 Request for Hearing Deadline (Tenured)
- June 23 School Board Meeting: Resolution for Approval of 2008-09 AOP and Preliminary Budget
- Dec. 8 School Board Meeting: Resolution for Approval of Final Budget and Levy Certification



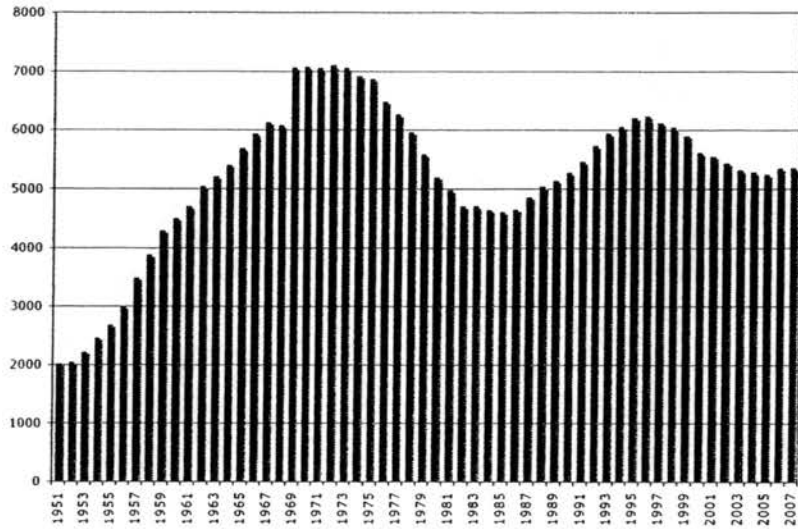
Factors Influencing 2008-2009 Budget

- **Enrollment fluctuations and uncertainty**
- **Inadequate state and federal funding**
- **Rising operational costs**
(i.e. health insurance, compensation, energy costs, inflation)
- **State/federal mandates**
(i.e. special education, transportation, NCLB)
- **Fund balance**



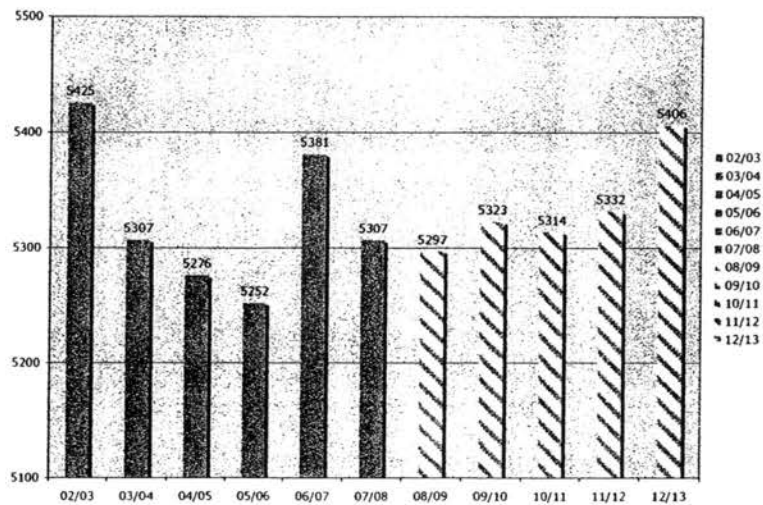
Enrollment Cycles

Yearly Enrollment



Enrollment Trend

Grades K-12





2008-2009 Preliminary Budget Process Goals

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



2008-09 Preliminary Budget Assumptions

Revenue:

- State formula allowance per pupil unit at \$5,124, an increase of 1 percent over 2007-08
- Other state sources increased 2 percent
- 2 percent increase in federal funding



2008-09 Preliminary Budget Assumptions

Expenditure:

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



Preliminary Budget Situation 2008-2009

Projections:

Beginning Fund Balance	\$6,296,434
Revenues	\$50,247,416
Expenditures	\$53,428,523
Deficit	\$(3,181,107)
Ending Fund Balance	\$3,090,217
Fund Balance as percentage of projected expenditures	5.78%



The Future ...

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

Hopes:

- State and federal revenue enhancements
- Student enrollment growth

Fears:

- Continued lack of state and federal support
- Continued state and federal mandates
- Expenditure reductions
- Extraordinary inflation
- Fund balance depletion

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

LINE #	1.02					
	2004-05 ACTUAL	2005-06 ACTUAL	2006-2007 ACTUAL	2007-2008 PROJECTED	2008-2009 PROJECTED	2009-2010 PROJECTED
Formula Allowance per Pupil Unit	4,601	4,783	4,974	5,074	5,124	5,226
Enrollment (Nov. 2006 Projections)	5,276	5,252	5,381	5,307	5,297	5,323
REVENUES:						
General Fund						
1 Property Taxes	447,705	674,884	1,328,402	1,445,965	1,449,514	1,478,504
2 Interest	203,081	456,955	583,116	585,000	580,000	580,000
3 Tuition & fees	850,666	777,803	768,238	541,748	552,583	563,635
4 Other local sources	582,950	954,425	840,926	859,672	877,547	895,098
5 General ed aid	30,223,590	31,671,714	33,245,488	34,544,187	34,697,956	35,391,915
6 Tax credits/Border city aid	213,255	147,174	297,327	297,596	306,523	312,653
7 Non public trans aid	89,355	135,707	223,132	227,595	232,147	236,790
8 Special ed aid, excess aid, pr yr adj	6,554,614	6,151,743	6,577,278	7,137,504	7,423,004	7,571,464
9 Federal aids/Grants	2,891,736	2,782,149	2,749,437	2,868,852	2,926,229	2,984,754
10 Total General Fund	42,056,952	43,752,554	46,613,344	48,508,119	49,045,503	50,014,813
Operating Capital						
11 Operating Capital aid	1,278,554	1,055,724	866,490	828,913	775,531	791,042
11a Operating Capital asbestos rebate	0	0	0	28,322		
12 Lease Levy	317,559	257,144	278,616	275,728	232,379	237,027
13 Head Start Rent	13,671	18,374	16,208	16,532	16,863	17,200
14 Sale of Property railroad land 07/08	206,334	0	0	48,750	0	0
15 Microsoft Settlement		165,872	116,732	20,098	0	0
16 Total Operating Capital	1,816,118	1,497,114	1,278,046	1,218,343	1,024,773	1,045,268
17 Health & safety levy	143,416	(38,342)	336,306	13,499	53,615	55,223
18 Health & safety aid	27,986	(7,182)	(784)	121,103	123,525	124,736
19 Total Health & Safety	171,402	(45,524)	335,522	134,602	177,140	179,960
20 Total Revenues	44,044,472	45,204,144	48,226,912	49,861,064	50,247,416	51,240,041
21 % CHANGE	-6.15%	2.63%	6.69%	3.39%	0.77%	1.98%
22 \$ CHANGE	(2,888,699)	1,159,672	3,022,768	1,634,152	386,352	992,625
EXPENDITURES:						
23 Admin salaries	2,502,956	2,537,355	2,776,689	2,852,663	2,933,581	3,080,260
24 Admin fringe benefits	391,952	406,828	427,930	506,716	467,127	490,483
25 Admin supplies	13,654	13,422	9,453	20,156	20,761	21,384
26 Admin other	147,164	203,117	140,128	188,823	194,488	200,322
27 Instruct salaries (reg & voc)	14,098,328	14,859,766	15,477,436	16,699,761	17,303,749	18,168,937
28 Instruct fringe benefits	4,183,217	4,503,728	4,533,993	4,777,605	5,016,485	5,267,310
29 Instruct supplies	441,955	437,275	499,135	606,214	624,400	643,132
30 Instruct other	1,341,160	1,069,308	886,408	933,573	961,580	990,428
31 Spec ed salaries	7,868,898	8,248,685	8,517,631	8,826,688	9,268,022	9,731,424
32 Spec ed fringe benefits	1,735,692	1,906,229	1,907,186	2,142,085	2,249,189	2,361,649
33 Spec ed supplies	79,208	67,388	76,981	79,290	81,670	84,120
34 Spec ed others	1,152,631	1,433,957	1,472,121	1,153,227	1,187,820	1,223,450
35 Instruct support salaries	1,395,607	1,459,535	1,532,553	1,578,530	1,657,457	1,740,329
36 Instruct support fringe benefits	223,526	259,123	306,139	315,323	331,089	347,644
37 Instruct support supplies	99,801	104,573	85,179	140,260	144,470	148,800
38 Instruct support other	161,151	157,588	228,520	259,560	267,350	275,370
39 Pupil support salaries	821,113	834,166	841,631	969,410	1,016,291	1,067,106
40 Pupil support fringe benefits	187,535	191,902	205,414	248,695	261,130	274,186
41 Pupil support supplies	5,572	4,848	4,817	11,966	12,320	12,690
42 Pupil support other	12,960	32,760	14,598	27,814	28,650	29,510
43 Bldgs & grounds salaries	1,098,104	1,093,760	1,140,279	1,159,010	1,216,961	1,277,809
44 Bldgs & grounds fringe benefits	180,318	180,572	196,649	199,158	209,116	219,572
45 Bldgs & grounds energy exp	1,362,923	1,650,084	1,530,562	1,750,485	1,803,000	1,857,090
46 Bldgs & grounds supplies	252,020	219,632	370,468	317,588	327,116	336,929
47 Bldgs & grounds other	140,585	235,895	205,037	228,052	234,894	241,940
48 Transportation salaries	388,667	393,862	440,360	462,378	485,497	509,772
49 Transportation benefits	54,817	57,572	65,013	68,264	71,677	75,261
50 Transportation contracted services	1,712,675	1,839,330	2,018,595	2,034,750	2,095,793	2,158,666

LINE #	2004-05 ACTUAL	2005-06 ACTUAL	2006-2007 ACTUAL	2007-2008 PROJECTED	2008-2009 PROJECTED	2009-2010 PROJECTED
51 Transportation supplies	251,455	311,374	350,364	378,200	389,546	401,232
52 Transportation equipment	151,149	74,036	70,926	75,000	77,250	79,568
53 Transportation other	26,920	18,631	18,487	25,000	25,750	26,523
54 Property/ Casualty Insurance/Liab	237,448	242,614	201,139	150,532	146,765	151,168
55 Total General Expenditures	42,721,161	45,048,915	46,551,821	49,186,776	51,110,992	53,494,061
56 Op cap special assessments	4,945	197,648	22,107	32,862	33,848	34,863
57 Op cap Leases	336,940	290,667	292,610	308,959	318,228	327,775
58 Op cap Telephone/telecomm	70,885	4,360	18,570	82,238	84,705	87,246
59 Op cap Bldg Discretionary	12,412	32,558	36,452	42,456	43,730	45,042
60 Op cap Athletics	7,980	6,142	2,884	10,433	10,746	11,068
61 Op cap Textbooks	199,477	279,104	350,279	335,000	345,050	355,402
62 Op cap Music	12,715	12,340	12,599	13,911	14,328	14,758
63 Op cap Media	42,389	43,173	44,678	46,376	47,767	49,200
64 Op cap Eq Contingency/copiers	15,556	11,357	114,174	131,658	135,608	139,676
65 Op cap Technology Staffing	94,928	100,794	108,358	113,042	118,694	124,629
66 Op cap Technology Plan	619,329	574,164	488,717	498,861	513,827	529,242
67 Op Microsoft Settlement	0	168,201	116,731	20,098	0	0
68 Op cap Bldg Const/Maint Plan	682,266	625,774	737,522	1,178,748	556,000	572,680
69 Op cap Pool Construction	603,633	0	0	0	0	0
70 Op Cap Purchase of Land	361,287	0	201,630	0	0	0
71 Total Operating Cap Expenditures	3,064,742	2,346,280	2,547,311	2,814,642	2,222,531	2,291,581
72 Health & Safety Physical Hazard	201,352	26,709	41,456	30,000	30,000	30,900
73 Health & Safety Hazardous Subst	20,876	2,188	1,564	10,000	15,000	15,450
74 Health & Safety Environmental Mgmt	23,895	23,308	22,874	30,000	25,000	25,750
75 Health & Safety Asbestos	172,207	86,324	30,377	6,000	10,000	10,300
76 Health & Safety Fire Safety	17,411	58,749	19,050	25,000	15,000	15,450
77 Health & Safety Indoor Air Quality	5,033	3,508	0	0	0	0
78 Total Health & Safety Expenditures	440,774	200,786	115,321	101,000	95,000	97,850
79 TOTAL EXPENDITURES	46,226,677	47,595,982	49,214,453	52,102,418	53,428,523	55,883,492
80 % Change	5.8%	3%	3%	6%	3%	-4%
81 \$ Change	2,518,205	1,369,305	1,618,471	2,887,965	1,326,105	(2,436,581)
82 REV OVER EXP (EXP OVER REV)						
83 General Fund	(664,209)	(1,296,361)	61,523	(678,657)	(2,065,489)	(3,479,248)
84 Operating Capital	(1,248,624)	(849,166)	(1,269,265)	(1,596,299)	(1,197,758)	(1,246,312)
85 Health & Safety	(269,372)	(246,310)	220,201	33,602	82,140	82,110
86 Total Rev Over Exp (Exp over Rev)	(2,182,205)	(2,391,838)	(987,541)	(2,241,354)	(3,181,107)	(4,643,451)
87 BEGINNING FUND BALANCE						
88 General Fund	8,984,282	8,320,073	7,023,712	7,085,235	6,406,578	4,341,089
89 Operating Capital	5,001,078	3,752,454	2,903,288	1,634,023	37,724	(\$1,160,034)
90 Health & Safety	88,901	(180,471)	(426,781)	(206,580)	(172,978)	(\$90,838)
91 Total Beginning Fund Balance	14,074,261	11,892,055	9,500,218	8,512,678	6,271,324	3,090,217
92 Transfer From General Fund	0	0	0	0	0	0
93 Transfer to Operating Capital	0	0	0	0	0	0
94 Transfer From Fund 22	0	0	0	0	0	0
95 ENDING FUND BALANCE						
96 General Fund	\$8,320,073	\$7,023,712	\$7,085,235	\$6,406,578	\$4,341,089	\$861,841
97 Operating Capital	\$3,752,454	\$2,903,288	\$1,634,023	\$37,724	(\$1,160,034)	(\$2,406,347)
98 Health & Safety	(\$180,471)	(\$426,781)	(\$206,580)	(\$172,978)	(\$90,838)	(\$8,728)
99 Total Ending Fund Balance	\$11,892,055	\$9,500,218	\$8,512,678	\$6,271,324	\$3,090,217	(\$1,553,234)
100 As a % of Expenditures	25.73%	19.96%	17.30%	12.04%	5.78%	-2.78%

LINE #

		2004-05 ACTUAL	2005-06 ACTUAL	2006-2007 ACTUAL	2007-2008 PROJECTED	2008-2009 PROJECTED	2009-2010 PROJECTED
CHANGE FACTORS							
SALARIES	N/A	28,268,601	29,527,923	30,834,937	32,661,482	34,000,251	35,700,264
SUPPLIES	N/A	1,143,665	1,158,512	1,396,397	1,553,674	1,600,283	1,648,287
ENERGY ITEMS	N/A	1,362,923	1,650,084	1,530,562	1,750,485	1,803,000	1,857,090
OTHER	N/A	8,494,431	7,753,509	7,810,233	7,878,931	7,419,176	7,641,746
FRINGE BENEFITS	N/A	6,957,057	7,505,954	7,642,324	8,257,846	8,605,814	9,036,104
REVENUES	N/A	44,044,472	45,204,144	48,226,912	49,861,064	50,247,416	51,240,041

ASSUMPTIONS

CHANGE FACTORS

	SALARIES	104.00%	104.00%	105.00%	105.00%	105.00%	105.00%
	Teachers						
	Others						
	SUPPLIES	103.00%	103.00%	103.00%	103.00%	103.00%	103.00%
	ENERGY ITEMS	103.00%	103.00%	103.00%	103.00%	103.00%	103.00%
	OTHER	103.00%	103.00%	103.00%	103.00%	103.00%	103.00%
61	FRINGE BENEFITS	104.00%	104.00%	105.00%	105.00%	105.00%	105.00%
62	REVENUES	102.00%	102.00%	102.00%	102.00%	102.00%	102.00%
70.1							



Department of Teaching and Learning

Moorhead Area Public Schools

Memo TL.08.098 R

TO: Dr. Larry P. Nybladh
FROM: Lynne Kovash *LK*
DATE: March 18, 2008
RE: Preliminary 2008-2009 Staffing Plan

Attached are the preliminary 2008-2009 staffing plans for licensed and non-licensed staff along with a projection for average class sizes.

The staffing at the middle level (Grades 6-8) will remain as it was in the 2007-2008 school year.

The high school staffing (Grades 9-12) will be reduced by .5 FTE to reflect a decline in student enrollment.

The elementary staffing (Grades K-5) will decrease 1.5 FTE to reflect decreased enrollment at the elementary level.

The reduction of 1.85 FTE in federal programs/grants reflects the reduction and uncertainty of federal funding through the Title budgets. It is also important to note, there may be shifts in staffing based upon funding and student population.

SUGGESTED RESOLUTION: Move to approve the 2008-2009 preliminary staffing plan as presented.

LAK/kmr
Attachment

2008-09 Budget

Licensed Staff	2007-08 Budget	2007-08 Actual	2008-09 Budget	Increase (Decrease)
Elementary (K-5)	88.5	88.5	87	-1.5
Middle School (6-8)	54.5	55	55	0
Senior High (9-12)	71.2	71.208	70.708	-0.5
Alternative Education	8.8	8.522	8.8	0
Special Education	111.41	110.35	111.41	0
ESL	6.53	6.528	6.528	0
Elementary Art	3	3	3	0
Elementary Music	6.7	6.8	6.8	0
Elementary Physical Education	6.46	6.5	6.5	0
Gifted and Talented	2.5	2.5	2.5	0
Administrative	10	10	10	0
Media Specialists	5	5	5	0
Counselors	11	11	11	0
School Nurses	2	2	2	0
Supervisory	7	6	6	0
				0
Total Licensed Staff	409.85	392.908	392.246	-2
Federal Programs/Grants *	15.25	19.1	17.25	-1.85
Non-Licensed Staff				
Administrative	2	2	2	0
Supervisory	9	9	9	0
* Paraprofessionals	155.22	151.8624	155.22	0
Non-Aligned/TCI	31.94	31.94	31.94	0
Clerical	45.525	45.525	45.525	0
Custodial	33	33	33	0
Total Non-Licensed Staff	276.685	273.3274	276.685	0

* Includes paras through tuition billing

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

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

Student to Teacher Ratios

	02-03	03-04	04-05	05-06	06-07	07-08
Grade Level						
Elem K-3	25:1	25:1	25:1	25:1	25:1	25:1
Elem 4-5	29:1	29:1	29:1	29:1	29:1	29:1
Middle School	30:1	30:1	30:1	30:1	30:1	30:1
Senior High	30:1	30:1	30:1	30:1	30:1	30:1

Secondary staffing for elective classes will require a student enrollment of 20.

Average Class Size


	02-03	03-04	04-05	05-06	06-07	07-08	Projected 08-09
	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size
Kindergarten	21	21	23	22	23	22	21
Grade 1	23	22	24	24	24	24	23
Grade 2	23	23	24	25	23	23	25
Grade 3	23	24	25	25	25	26	25
Grade 4	25	24	25	26	25	25	28
Grade 5	27	26	26	26	28	26	28
Grade 6	28	27	26	29	30	27	28
Grade 7		29	29	26	25	30	26
Grade 8		30	26	26	26	27	30
District Average K-3	23	23	24	24	24	24	24
District Average K-5	24	24	25	25	24	23	24
District Average 6-8		29	27	27	27	28	28

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



Department of Teaching and Learning
Moorhead Area Public Schools

Memo TL.08.102 R

TO: Dr. Larry Nybladh
FROM: Lynne Kovash 
DATE: March 18, 2008
RE: Resolution for Discontinuing and Reducing Programs and Licensed Positions

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

These reductions may be absorbed through teacher transfer, retirements, grants and leaves. At the high school level, additions will be made to other departments to offset the reductions.

<u>FTE</u>	<u>Licensed</u>	<u>School</u>
.2500	Business	Moorhead High School
.1875	Industrial Technology	Moorhead High School
.6095	Social Studies	Moorhead High School
.2500	World Language	Moorhead High Schools
1.8500	Title I	District Wide
1.5000	Kindergarten-Grade 6	District Wide

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

LAK/kmr
Attachment

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION DISCONTINUING AND REDUCING EDUCATIONAL
PROGRAMS AND POSTIONS

WHEREAS, the School Board of Independent School Dist. No. 152 adopted a resolution on March 24, 2008 directing the administration to make recommendations for reductions in programs and positions due to decreasing enrollment and/or financial condition of the School District and

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

That the following programs and positions, or portions thereof, be discontinued at the end of the contract year 2007-2008.

<u>FTE</u>	<u>Licensed</u>
.2500	Business
.1875	Industrial Technology
.6095	Social Studies
.2500	World Language
1.8500	Title I
1.5000	Kindergarten-Grade 6

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

whereupon said resolution was declared duly passed and adopted.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.07.088

TO: School Board

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

DATE: March 20, 2008

RE: Resolution for Adopting Request for Proposals (RFP) for
Superintendent Search Process Consultive Services

At the March 24 School Board meeting a list of recommended Superintendent Search Consultants will be provided as part of the superintendent search process. A Request for Proposals (RFP) will be presented also. Administration recommends that the RFP be approved to be used to solicit proposals from at least three consulting firms. The proposals from the three selected firms will be considered at a Special School Board meeting on Thursday, March 27, 2008.

Suggested Resolution: Move to approve the Request for Proposals (RFP) and direct administration to contact the three following consulting firms to submit proposals:

- 1) _____
- 2) _____
- 3) _____

LPN:mde

S-149-305
27 March 2008

INDEPENDENT SCHOOL DISTRICT #152

Special School Board Meeting

Board Room 224 - Probstfield Center for Education

2410 14th Street South

Moorhead, Minnesota

March 27, 2008

5:00 p.m.

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

ATTENDANCE:

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

AGENDA

1. **CALL TO ORDER**

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

Moved by _____ Seconded by _____
Comments _____

2. **SCHOOL BOARD SUPERINTENDENT SEARCH WORK SESSION:** Nybladh

3. **ADJOURNMENT**

SCHOOL BOARD AGENDA - March 27, 2008**PAGE 2****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Continuing Educ Com	April 1	6:45 am	Village Inn
Indian Educ Parent Com	April 2	5 pm	PCE
Joint Powers Committee	April 3	7 am	Courthouse
Horizon PTAC	April 3	7 pm	Media Center
Reinertsen PTAC	April 7	6:30 pm	Media Center
Asp Parent Social	April 7	6:30 pm	Media Center
High School PTAC	April 7	7 pm	Conf Room
Hopkins PTAC	April 8	6:30-8 pm	Media Center
Staff Prof Dev Before/After Schl	April 9		
Instruction & Curr Adv Com	April 10	7 am	PCE
Health/Safety/Wellness Com	April 10	9:30 am	PCE
School Board	April 14	7 pm	PCE
Com Ed Advisory Council	April 15	7 pm	PCE
Com Ed Appreciation Event	April 15	5 pm	PCE
Interagency Early Interv Com	April 16	12 pm	FSC
Supt's Advisory Council	April 17	7 pm	PCE
Safe and Healthy Learners Com	April 21	3 pm	PCE
Policy Review Committee	April 21	7 pm	PCE
Activities Council	April 22	7 am	MHS
Technology Committee	April 22	3:45 pm	PCE
Grds 6-12 P/T Conferences	April 28-29	5-8:30 pm	
School Board	April 28	7 pm	PCE