



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

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5-NM-BDS
11 Jan 2010

INDEPENDENT SCHOOL DISTRICT #152

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

January 11, 2010

6:00 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 _____
Sonia Mayo Hohnadel _____	Lynne A. Kovash _____

AGENDA

1. **CALL TO ORDER**

- A. Pledge of Allegiance
- B. Preview of Agenda - Lynne A. Kovash, Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. Matters Presented by Citizens/Other Communications (Non-Agenda Items)
(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School

2. **CLOSE PUBLIC MEETING:** Thompson

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

SCHOOL BOARD AGENDA - January 11, 2010

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Moved by _____ Seconded by _____
Comments _____

3. **OPEN PUBLIC MEETING:** Thompson

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

Moved by _____ Seconded by _____
Comments _____

4. **ADJOURNMENT**

SCHOOL BOARD AGENDA - January 11, 2010
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CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Hopkins PTAC	January 12	6:30 pm	Media Center
Staff Prof Dev Before/After Schl	January 13		
MSBA Annual Leadership Conf	January 13-16		Minneapolis
Martin Luther King Jr Day/ Staff Prof Development Day	January 18		
Staff Prof Dev/Tchr Work Day	January 19		
Special Educ Parent Adv Com	January 20	12 pm	PCE
Interagency Early Interv Com	January 20	12 pm	FSC
Intergovernmental Retreat	January 22	9 am	Marriott
Activities Council	January 26	7 am	MHS
Technology Committee	January 26	3:45 pm	PCE
Staff Development Com	February 1	3:30 pm	PCE
Asp PTAC	February 1	6:30 pm	Media Center
Reinertsen PTAC	February 1	6:30 pm	Media Center
Policy Review Committee	February 1	7 pm	PCE
Moorhead High School PTAC	February 1	7 pm	MHS
Continuing Educ Com	February 2	6:45 am	Village Inn
Indian Education Parent Com	February 3	5 pm	PCE
Joint Powers Committee	February 4	7 am	PCE
Horizon PTAC	February 4	7 pm	Media Center
School Board	February 8	7 pm	PCE
Com Ed Advisory Council	February 9	6:30 am	PCE
Hopkins PTAC	February 9	6:30 pm	Media Center
Staff Prof Dev Before/After Schl	February 10		
Instruction and Curr Adv Com	February 11	7 am	PCE
Presidents' Day - No School	February 15		
Grds 9-12 P/T Conferences	February 16, 18	5-8:30 pm	MHS/RRALC
Interagency Early Interv Com	February 17	12 pm	FSC
Supt's Advisory Council	February 18	7 pm	PCE
Safe and Healthy Learners Com	February 22	3 pm	PCE
School Board	February 22	7 pm	PCE
Technology Committee	February 23	3:45 pm	PCE
Title I Parent Advisory Com	February 23	5:30 pm	PCE

INDEPENDENT SCHOOL DISTRICT #152

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

January 11, 2010

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 _____
Sonia Mayo Hohnadel _____	Dr. Lynne A. Kovash _____

AGENDA

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Preview of Agenda - Dr. Lynne A. Kovash, Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

We Are Proud of Rebecca Meyer-Larson, Moorhead High School theater teacher, for being named the 2009 Outstanding Individual in Communications and Theater by the Communication and Theater Association of Minnesota. This award recognized individuals who have made significant contributions to communication and/or theater arts in Minnesota and those individuals who have used the arts of communication and/or theater to make significant contributions to their professions and/or society. Meyer-Larson received her award at the CTAM conference in Rochester, Minn., in October.

S-NA-BOS
11 Jan 2010

SCHOOL BOARD AGENDA - January 11, 2010

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We Are Proud of the 2010 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 2010 Teacher of the Year Building Representatives are:

- Sarah Martin, fourth-grade teacher at Ellen Hopkins Elementary
- Becky Wolford, second-grade teacher at Robert Asp Elementary
- Maggie Hanson, speech-language pathologist at S.G. Reinertsen Elementary
- Louie Lauer, sixth-grade social studies teacher at Horizon Middle School
- Marti Johnson, EBD teacher at Moorhead High School

We Are Proud of Ronda Buysse, early childhood special education teacher for Early Intervention Services at Probstfield Center for Education, for being named the 2010 Moorhead Teacher of the Year. Buysse taught early childhood family education with the Clay County Coordinated Preschool Program for two years, taught in Detroit Lakes for a year, and has taught with Early Intervention Services since 1991. During that time, EIS, which originally served all of Clay County, became a district program serving children in the Moorhead School District. Buysse is a member of the Council for Exceptional Children, and she serves on the district staff development committee and as a building representative for Education Moorhead member rights. She has received training in challenging behaviors as part of a district team and has provided training related to antecedent behavioral strategies.

We Are Proud of Dan Bacon, director of property services and transportation for the Moorhead Area Public Schools, for being named 2009-10 Transportation Administrator of the Year by the Minnesota Association for Pupil Transportation. The award is presented annually to an individual who exemplifies the MAPT mission to assist school districts in providing safe and efficient transportation by developing a working relationship with the total school system to foster the progress and improvement of the educational program. Bacon was nominated for both his work in the district as well as for his efforts in the community during the 2009 flood fight. Bacon was recognized at the MAPT winter conference on Jan. 8, 2010.

We Are Proud of Orella Olson, Reading Recovery teacher at S.G. Reinertsen Elementary, for being named Minnesota's Reading Recovery Teacher of the Year. The University of South Dakota Reading Recovery Training Center reviewed National Data Evaluation Center data to choose the "Excellence Has a Name" teachers for each state.

- E. **Matters Presented by Citizens/Other Communications (Non-Agenda Items)**
(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School

SCHOOL BOARD AGENDA - January 11, 2010
PAGE 3

Board secretary.)

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. SUPERINTENDENT MATTERS - Kovash

(1) Approval of December 14, 2009 Meeting Minutes - Pages 6-12

B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak

(1) Approval of January Claims - Page 13

C. HUMAN RESOURCES MATTERS - Nielsen

(1) Approval of Other Leave of Absence - Page 14

(2) Approval of Family/Medical Leaves - Page 15

(3) Approval of Extension of Family/Medical Leave - Page 16

(4) Approval of Resignations - Page 17

(5) Approval of Change in Contract - Page 18

(6) Approval of New Employees - Page 19

D. LEARNER SUPPORT SERVICES MATTERS - Skarvold

(1) Approval of Clay County Interagency Purchase of Services Agreement -
Pages 20-26

(2) Approval of Contracts for Supplemental Educational Services - Pages 27-62

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

Moved by _____ Seconded by _____
Comments _____

3. **ORGANIZATION OF THE SCHOOL BOARD:** Thompson

A. Election of Officers

Suggested Resolution: Move to nominate the following slate of officers for the one-year term (2010) on the Moorhead School Board, and cast a unanimous ballot by acclamation:

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Chairperson -

Vice-Chair -

Clerk -

Treasurer -

Moved by _____ Seconded by _____

Comments _____

B. Committee Assignments

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

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.)

S.G. Reinertsen Elementary School Update - Kovash

Pages 63-65

5. KINDERGARTEN PLUS (K+) PROGRAM UPDATE: Kovash

Pages 66-67

6. 2009-11 TEACHERS' MASTER CONTRACT: Kazmierczak

Page 68

Suggested Resolution: Move to approve the 2009-11 Teachers' Master Contract as presented.

Moved by _____ Seconded by _____

Comments _____

7. RESOLUTION DIRECTING ADMINISTRATION TO MAKE RECOMMENDATIONS FOR REDUCTIONS IN PROGRAMS AND POSITIONS AND REASONS THEREFORE: Nielsen

Pages 69-70

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Suggested Resolution: Move to direct the 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 _____

8. **RACE TO THE TOP (RTTT) PROGRAM MEMORANDUM OF AGREEMENT:**

Kovash

Page 71

Suggested Resolution: Move to enter into the Memorandum of Agreement with the Minnesota Department of Education to support the Race to the Top grant.

Moved by _____ Seconded by _____

Comments _____

9. **COMMITTEE REPORTS**

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

11. **ADJOURNMENT**

SCHOOL BOARD AGENDA - January 11, 2010**PAGE 6****CALENDAR OF EVENTS**

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**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
DECEMBER 14, 2009
PAGE 1**

MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Mike Siggerud, Kristine Thompson, Bill Tomhave, and Dr. Lynne A. Kovash.

MEMBERS ABSENT: Sonia Mayo Hohnadel.

CALL TO ORDER: Chair Thompson called the meeting to order at 7:00 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Kovash recommended the agenda proceed with no additions or corrections.

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

WE ARE PROUD:

We Are Proud of Superintendent Lynne Kovash for completing her doctoral degree in Educational Leadership from the University of North Dakota. Dr. Kovash's dissertation is titled: School District Leadership: Systems, Strategies and Structures.

We Are Proud of Moorhead High School student Jonathan Herberg who was recognized at an Eagle Scout court of honor ceremony on Dec. 12. Herberg's Eagle Scout service project was to construct 254 permanent flag holders for veterans' graves at Sunset Memorial Gardens Cemetery in Fargo. Herberg has participated in national youth leadership training and belongs to the Order of the Arrow, serving as the Charter #5 Chief. His community service includes garden helper at Sunset Memorial Gardens, walker for Riding on Angel's Wings, helping at the Dorothy Day Food Pantry, helping at the Fargo Air-Sho, trail clearing and other service projects at Camp Wilderness, clearing trails at Johnson Park in Moorhead, and international tree planting in Washburn, N.D. Herberg's scout leader is Jonathan Nelson of Troop 635.

We Are Proud of the Moorhead High School Music Department for being selected as a finalist in the GRAMMY Signature Schools Program, offered through the National Association of Recording Artists and the Recording Academy. This is the 11th consecutive year that the Moorhead High School Music Department has been recognized as one of the top 100 music programs in the nation. Moorhead High School music faculty are Doug Engstrom, Kathie Brekke and Jon Larson.

The GRAMMY Signature Schools program recognizes excellence and commitment in public school music programs and honors school music students, teachers, principals, and schools districts that promote and preserve music education as a key part of their curriculum.

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MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: Jeff Offutt, 3814 4th Street South, read a brief statement on behalf of Education Moorhead teachers stating the teachers were asking for a fair contract settlement. He noted a fair settlement is good for kids, good for the district and good for the community.

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

Minutes - Approve the November 9 and 23, 2009 meeting minutes as presented.

Claims - Approve the November Claims, subject to audit, in the amount of \$1,149,721.98.

General Fund:	\$1,006,859.75
Food Service Fund:	\$122,608.53
Community Service Fund:	\$20,253.70
TOTAL	\$1,149,721.98

Change in Contracts

Corey Zimmerman - Assistant Boys Basketball Coach, Moorhead High School to Head Boys Basketball Coach, Moorhead High School, .120 step 11, \$5,715, effective for the 2009-2010 school year (replaces Chuck Gulsvig).

Ryan Lyson - Sophomore Boys Basketball Coach, Moorhead High School to Assistant Boys Basketball Coach, Moorhead High School, .100 step 11, \$4,762, effective for the 2009-2010 school year (replaces Corey Zimmerman).

Family/Medical Leave

Catherine Johnson - 3rd Grade Teacher, S.G. Reinertsen, effective on November 30, 2009 through January 22, 2010.

Resignations

Angela Caron - Paraprofessional, S.G. Reinertsen Elementary, effective January 15, 2010.

Jeanna Life - Breakfast Computer Operator/Dishwasher, S.G.Reinertsen Elementary, effective November 18, 2009.

Andrew Larson - Night Custodian, Moorhead High School, effective December 16, 2009.

Rick Eidsness - Head Football Coach, Moorhead High School, effective December 1, 2009.

Termination of Employment

Lynn Miller - Speech Pathologist, expiration of a one-year Medical Leave effective November 16, 2009 due to inability to return to work.

Extended of Other Leave of Absence

Mary Bonemeyer - Food Service Director, Probstfield Center for Education, effective January 1,

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PROBSTFIELD CENTER FOR EDUCATION
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2010 through June 30, 2010.

Early Retirement

Jane Brevik - Paraprofessional, Horizon Middle School, effective December 11, 2009.

New Employees

Susan Murphy - Paraprofessional, Horizon Middle School, 3.25 hours per day, B21 (0-2) \$14.05 per hour, effective November 23, 2009 (replaces Deb Forsberg).

Maria Almarez - Paraprofessional, Red River Area Learning Center, B21 (0-2) \$14.05 per hour 2.5 hours per day, effective November 2, 2009 (replaces time sheet hours from Armando Flores).

Greg Salvevold - Assistant Boys Hockey Coach, Moorhead High School, .100 step 7, \$4,251, effective for the 2009-2010 season (replaces Mark Fabian).

Todd Holland - Sophomore Boys Basketball Coach, Moorhead High School, .080 step 0, \$2,685, effective for the 2009-2010 season (replaces Ryan Lyson).

Stephanie Gruenberg - Computer Operator/Dishroom, S.G. Reinertsen Elementary, 2 hours per day, \$9.00 per hour, effective December 7, 2009 (replaces Jeanna Life).

Mary Jaskowak - Food & Nutrition Worker, Moorhead High School, 2.75 hours per day, \$9.00 per hour, effective December 7, 2009 (replaces Angela Reed).

Glenn Wellman - Food and Nutrition Worker, Horizon Middle School, 2.75 hours per day, \$9.00 per hour, effective December 7, 2009 (replaces Leah Tvedt).

Early Risers Program Grant Amendment - Approve the amendment that extends to August 31, 2010, with the University of Minnesota and Moorhead Independent School District, in the amount of \$30,000.00.

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.)

Horizon Middle School - School Improvement Goals Update - Principal Lori Lockhart provided information regarding the following 2009-2010 School Improvement Goals: Goal 1: Math - Horizon Middle School will increase the percent of students proficient on the 2009-2010 Math MCA II by 5%; Goal 2: Reading - Horizon Middle School will increase the percent of students proficient on the 2009-2010 Reading MCA II by 5%; and Goal 3: Other - Horizon Middle School will identify and offer differentiated supports to our students identified in under performing subgroups (i.e., free and reduced, special education, LEP) according to data (academic, attendance, discipline, etc.) in order to achieve our 2009-2010 Adequate Yearly Progress index point.

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Improvements have also been made in the following areas: Data - Goal: Monitor student progress in order to make modifications to programming; Building Changes - Goals: Allow for the schedule and courses to meet the student's needs (fluid and flexible) and create the school and our offerings based upon the results seen in students; Staff - Goal: Create the programming we need by utilizing staff in ways that better meet the students' learning needs; and Administration and Systems Approach - Goal: Create better vehicles of communication and processes to implement and utilize a problem-solving model.

FISCAL YEAR 2009 AUDIT REPORT: Brian Stavenger, Eide Bailly LLP, presented the fiscal year 2009 school district audit report. Fiscal year 2009 general fund expenditures exceeded revenues by \$34,196 resulting in a reserved fund balance of \$458,819, an unreserved - designated fund balance of \$2,758,668 and an unreserved - undesignated fund balance of \$2,959,700, for total fund balance of \$6,314,363 ending June 30, 2009.

Dulski moved, seconded by Fagerlie to accept the fiscal year 2009 school district audit report as presented by Brian Stavenger, Eide Bailly LLP. Motion carried 6-0.

CERTIFICATION OF FINAL 2009 PAYABLE 2010 PROPERTY TAX LEVY:

Kazmierczak provided an overview of the Truth in Taxation hearing for taxes payable in 2010. The 2010 Moorhead School District proposed tax levy is \$8,907,499.95, a decrease of \$345,283 or 3.73% compared to the 2009 levy. Kazmierczak provided explanations for the decrease in each of the five budget categories and also the impact on taxpayers.

Siggerud moved, seconded by Fagerlie, to approve the certification of the final 2009 Payable 2010 Property Tax Levy in the amount of \$8,907,499.95. Motion carried 6-0.

Dulski left the meeting at 8:15 p.m.

APPROVAL OF POLICY: Tomhave moved, seconded by Siggerud, to approve the policy, Mission Statement 104, as presented. Motion carried 5-0.

APPROVAL OF POLICY: Siggerud moved, seconded by Fagerlie, to approve the policy, School Board Meeting Minutes 214, as presented. Motion carried 5-0.

Dulski returned to the meeting at 8:17 p.m.

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

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

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APPROVAL OF POLICY: Tomhave moved, seconded by Dulski, to approve the policy, Family and Medical Leave 422, as presented. Motion carried 6-0.

APPROVAL OF POLICY: Fagerlie moved, seconded by Siggerud, to approve the policy, Employee Copyrights/Royalties 440, as presented. Motion carried 6-0.

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

APPROVAL OF POLICY: Tomhave moved, seconded by Fagerlie, to approve the policy, Medication 532, as presented. Motion carried 6-0.

APPROVAL OF POLICY: Erickson moved, seconded by Tomhave, to approve the policy, Wellness 536, as presented. Motion carried 6-0.

APPROVAL OF POLICY: Tomhave moved, seconded by Dulski, to approve the policy, Corporal Punishment 552, as presented. Motion carried 6-0.

APPROVAL OF POLICY: Erickson moved, seconded by Siggerud, to approve the policy, Prohibition of Harassment and Violence 570, as presented. Motion carried 6-0.

APPROVAL OF POLICY: Tomhave moved, seconded by Dulski, to approve the policy, Student Teachers and Interns 921, as presented. Motion carried 6-0.

APPROVAL OF POLICY: Tomhave moved, seconded by Dulski, to approve the policy, Research Studies 922, as presented. Motion carried 6-0.

Siggerud left the meeting at 8:24 p.m. and returned at 8:25 p.m.

COMMITTEE REPORTS: Brief reports were heard regarding the Staff Development Committee, Instruction and Curriculum Advisory Committee, Executive Finance Committee, Horizon PTAC, and Continuing Education Committee meetings. Erickson noted board member Siggerud did a fine job singing with the Master Chorale at their recent concert and Dulski noted the MHS "Peter Pan" play was a great show.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Kovash reminded board members to contact Michelle with their travel plans related to the MSBA Annual Leadership Conference scheduled for January 13-16. Kovash also reminded board members to return the

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Region 1 Joint Powers election ballots to Michelle prior to December 21. Kovash read a letter from Jerry Waller, Chair, Clay County Board of Commissioners, regarding their appreciation to the Moorhead School District for the district's invaluable assistance during the 2009 historic flood fight.

CLOSE PUBLIC MEETING: Dulski moved, seconded by Tomhave, to close the public meeting at 8:34 p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies. Motion carried 6-0.

OPEN PUBLIC MEETING: Tomhave moved, seconded by Dulski, to open the public meeting at 9:52 p.m. Motion carried 6-0.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 9:53 p.m.


Cindy Fagerlie, Clerk



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.096 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: January 4, 2010

SUBJECT: January Claims

The January claims are as follows:

General Fund	\$1,002,022.52
Food Service Fund	\$88,557.12
Community Service Fund	\$22,113.14
TOTAL	\$1,112,692.78

Suggested Resolution: Move to approve the January claims, subject to audit, in the amount of \$1,112,692.78.

WAK:mde



Department of Human Resources
Moorhead Area Public Schools

Memo HR.09.061

TO: Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: January 4, 2010
RE: Other Leave of Absence

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

Lisa Schmidt Paraprofessional, High School, from January 11, 2010 through March 19, 2010.

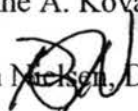
SUGGESTED RESOLUTION: Move to approve the Other Leave of Absence for Lisa Schmidt pursuant to Article VIII, Section 7 of the Paraprofessionals' Master Agreement.

RN:jal



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.069

TO: Lynne A. Kovash, Superintendent
FROM: Ron  Nielsen, Director of Human Resources
DATE: January 7, 2010
RE: Family/Medical Leave

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

Jessica Rieniets	Teacher, Ellen Hopkins Elementary, from approximately April 14, 2010 through June 9, 2010.
Barb Larson	Paraprofessional, Robert Asp Elementary, beginning January 20, 2010 for four weeks.

SUGGESTED RESOLUTION: Move to approve the request for Family/Medical Leave for Jessica Rieniets pursuant to Article 39, Section 1 of the Teachers' Master Agreement and for Barb Larson pursuant to Article VIII, Section 4 of the Paraprofessionals' Master Agreement.

RN:jal



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.070

TO: Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: January 7, 2010
RE: Extension of Family/Medical Leave

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

Catherine Johnson 3rd Grade Teacher, S.G.Reinertsen, effective through February 19, 2010. Original request was through January 22, 2010.

SUGGESTED RESOLUTION: Move to approve the request for extension of Family/Medical Leave Catherine Johnson as presented.

RN:jal



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.066

TO: Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: January 4, 2010
RE: Resignation

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

Leia Fogel	Tutor/Mentor, Indian Education Program, effective December 18, 2009.
Ryan Hase	Application Systems Administrator, Probstfield Center for Education, effective January 8, 2010.
Marla Anderson	Paraprofessional, Adult Basic Education, effective December 20, 2009.
Sarah Bitzer	Breakfast Supervisor, S. G. Reinertsen Elementary, effective December 23, 2009.

SUGGESTED RESOLUTION: Move to approve the resignation of Leia Fogel, Ryan Hase, Marla Anderson and Sarah Bitzer as presented.

RN:jal



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.068

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: January 5, 2010
RE: Change in Contract

The administration requests approval of Change in Contract for the following person:

Barb Bustamante Cafeteria Supervisor, S. G. Reinertsen Elementary will be adding additional time of .75 hours per day to cover Breakfast Supervisor. (Replaces Sarah Bitzer)

SUGGESTED RESOLUTION: Move to approve the Change in Contract for Barb Bustamante

RN:smw



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.064

TO: Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: January 4, 2010
RE: New Employees

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

Lars Seljevold	High School Boys Swimming Assistant, .040 Step 0, \$1,343, effective with the 2009-2010 season. (Replaces Sylvette Lopez-Ruth)
Debbie Siaway	Custodian, Ellen Hopkins and S.G. Reinertsen, A12 (0-2) \$13.69 per hour, 8 hours per day, effective January 4, 2010. (Replaces Conrad Bernard)

SUGGESTED RESOLUTION: Move to approve the employment of Lars Seljevold and Debbie Siaway as presented.


RN:jal



Office of Learner Support Services
Moorhead Area Public Schools

LSS.10.014

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services 

DATE: January 4, 2010

RE: Clay County Interagency Purchase of Services Agreement

Attached is the renewal agreement with Clay County Department of Social Services in cooperation with Lakeland Mental Health Center to continue mental health services to identified students with disabilities as part of the Interagency Mental Health Programming, which includes "Outreach".

The agreement is being submitted for a time period of 6 months (Jan-June). Until interagency guidance on Mental Health Services is received from Minnesota Department of Education, agreements will continue to be set up on a six month timeframe. A provision in the agreement will enable us to operate for up to 2 months beyond the end of the agreement if needed.

The renewal agreement, which covers the period from January 1, 2010, to June 30, 2010, is not to exceed the amount of \$120,276.00. The entire cost of this program is paid with a combination of state aid, medical assistance funds and payment from Clay County Social Services.

SUGGESTED RESOLUTION: Move to approve the January 1, 2010 to June 30, 2010, renewal agreement with Clay County Social Services in cooperation with Lakeland Mental Health Center to continue mental health services to identified students and their families as part of the Clay County Mental Health & Outreach Treatment Program not to exceed the amount of \$120,276.00.

JS:ca
Attachment

**CLAY COUNTY
INTERAGENCY PURCHASE OF SERVICE AGREEMENT**

Clay County Social Service Center, Moorhead Independent School District #152 and Lakeland Mental Health Center Inc., enter into this interagency agreement for the period January 1, 2010 to June 30, 2010 for the provision of:

SCHOOL BASED MENTAL HEALTH SERVICES FOR CHILDREN

WITNESSETH

WHEREAS, the Lakeland Mental Health Center, Inc. and Moorhead Independent School District #152 in cooperation with Clay County Department of Social Services agree to participate in providing Interagency School Based Mental Health Services for Children; and

WHEREAS, it is to the Moorhead Independent School District #152's best interest, the community's benefit, and the enhancement of Children's Mental Health to provide a clinical and family based component in order for children with disabilities to satisfactorily progress emotionally, socially, and educationally; and

WHEREAS, Clay County Department of Social Services is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Moorhead Independent School District #152, along with the Clay County Department of Social Services, will fund the School Based Mental Health Services for Children; and

WHEREAS, LAKELAND MENTAL HEALTH CENTER, INC. IS PREPARED TO ASSUME THE RESPONSIBILITY OF PROVIDING THE SPECIALIZED SERVICES AS FOLLOWS:

1. Provide direct individual, group and family services to qualified students with disabilities in the Clay County Interagency Day Treatment Program/Outreach of the Moorhead Independent School District #152 Emotionally and Behaviorally Disturbed Program. The IEP's of these qualified students with disabilities contain documentation of the need for the services.
2. Provide direct services to the parents (guardians) and families of the Clay County Interagency School Based Mental Health Services for Children through family mental health services, and mental health consultation.
3. Serve as support liaison between home, school, and community agencies. School Based Mental Health Services clinicians will participate in county meetings related to children in this program and school child study team meetings on children served by this program. In addition to providing general clinical input, the clinicians will complete evaluations and make recommendations for appropriate mental health services.

4. Insure that the mental health professional should participate on a school based mental health services interagency committee to consider the special needs and develop appropriate services for each child referred to the program.
5. Provide mental health consultation to education personnel to support IEP educational goals and objectives.

NOW THEREAFTER, THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

1. **Purpose of Agreement.** The purpose of this Agreement shall be to provide, through cooperative effort, a comprehensive program of instructional and therapeutic services to the children and families who are residents of the Moorhead School District #152.
2. **Compliance with Laws/Standards.** The contractor agrees to comply with all Federal, state and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.
3. **Records Disclosure/Retention.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to the Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. §16B.06, Subd. 4. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of five(5) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
4. **Worker Health, Safety and Training.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure that all personnel of contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks the personnel are engaged in under this Contract. Contractor shall comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act," Minn. Stat. §182.65, et seq., where applicable.
5. **Data Privacy.** For purpose of the Contract all data collected, created, received, maintained or disseminated shall be governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The Contractor will strictly comply with these statutes and rules. All subcontractors shall contain the same or similar data practices compliance requirements. The person employed by the Contractor to assure compliance with Minn. Stat. § 13.46, subd. 10(d), shall be the authorized representative unless otherwise states in the Contract.
6. **HIPAA.** The Contractor agrees to maintain and protect all individual identifiable Health Information (IIHI) in accordance with all regulations promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) an applicable state law relating to

medical records. Specifically, the Contractor will use the IIHI only to effectuate the purposes of the agreement and will:

- A. Appropriately safeguard IIHI
 - B. Report any misuse of IIHI
 - C. Secure satisfactory assurances from any subcontractor, if applicable
 - D. Grant individuals access and ability to amend their IIHI
 - E. Make available an accounting of disclosures of an individual's IIHI
 - F. Release applicable records to the County
 - G. Upon termination, return or destroy all IIHI in accordance with retention schedules
7. **Appeals.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. §256.045, Administrative and Judicial Review of Human Services Matters.
8. **Reporting.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act," Minn. Stat. §626.556, as amended, and the "Vulnerable Adult Reporting Act," Minn. Stat. §626.557, as amended, and any rules promulgated by the Minnesota Department of Human Service, implementing such Acts.
9. **MDHS Third-Party Beneficiary.** Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party of this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to, and may recover from Contractor, reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any waiver of immunity. (Minn. Stat. §245.466, Subd. 3; Minn. R. 9525.1870, subp.2)
10. **Psychotherapists.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 148A, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.
11. **Insurance Requirements.** Contractor further agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force insurance protection in the minimum amount established for maximum liability pursuant to Minnesota Statute §466.04

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to County.

NOW THEREFORE, IT IS AGREED, by and among the Moorhead Independent School District #152, Clay County Department of Social Services, and Lakeland Mental Health Center, Inc. the conditions of the contract as follows:

1. Licensed mental health professionals (approximately 3.0 FTE) will be employed by Lakeland Mental Health Center, Inc. for the length of the contract. Personnel will hold appropriate licensure issued by the Board of Teaching or the MN Department of Education for the necessary service for which they provide. If neither issues a license for the necessary service, the professionals will be members of good standing in their professional organization. (See Appendix)
- 2. Mental Health Practitioner social workers (4.5 FTE) will be employed by Lakeland Mental Health Center, Inc. for the length of this contract. (See Appendix)
3. Direct service will be provided each day school is in session, including the regular school year, Extended School Year. The student's IEP will document need for services, including need for extended school year.
4. Schedule flexibility will be allowed so that evening family mental health services may be provided and the mental health component can be integrated, and coordinated with the educational component.
5. Services will consist of program development and implementation, including diagnostic assessments, treatment planning, individual and group counseling, family therapy and counseling, consultation, team meetings, report writing, and meeting other applicable policies and procedures of the Moorhead Independent School District #152, Clay County Department of Social Services and Lakeland Mental Health Center, Inc. The process of providing a service offered through this contractual agreement will be done as an IEP team decision function and not solely by a decision of a district or agency.
6. Direct clinical time and direct clinical supervision as required by CTSS and Day Treatment will be provided by the Lakeland Mental Health Center staff. (See Appendix)
7. The Moorhead Independent School District #152 agrees to provide the facility, including appropriate space for the provision of mental health services for children/families enrolled in the program. The classrooms and other facilities in which students receive instruction, related services and supplemental aids and services shall be essentially equivalent to regular education program, shall provide an atmosphere conducive to learning, and shall meet students' special physical, sensory and emotional needs. Rent for this space will be billed to Lakeland at an annual (12 month) rate of \$13,000. Moorhead Independent School District #152 rates will be billed to Lakeland for technology costs (phone, technology security) for Lakeland staff working in the Moorhead Independent School District #152 facility.
8. The cost of the Interagency Program for Children will include direct services, clinical consultation for program staff at Lakeland Mental Health Center, therapy supplies and equipment, travel, postage and printing, secretarial expenses, maintenance/utilities, benefits and administrative expenses.
9. Lakeland Mental Health Center will bill the Minnesota Medical Assistance program, pre-paid medical assistance plans, Minnesota Care, and other qualified third party sources for each of the clients eligible for such with informed consent.

10. The provision of services to non-MA and/or other third party ineligible clients will be funded through Clay County Social Services and the Moorhead Independent School District #152.
11. Lakeland Mental Health Center will bill Moorhead Independent School District #152 \$52.00 per hour for the provision of school based mental health services. Moorhead Independent School District #152 agrees to pay Lakeland Mental Health Center \$52.00 per hour for students who are non-MA and/or other third party ineligible but not to exceed a total of \$120,276. The cost to Clay County Social Services will not exceed \$57,734.
12. It is understood and agreed that in the event the reimbursement to Moorhead Independent School District #152, Lakeland Mental Health Center, Inc., and/or the County from State and Federal Sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be modified or terminated. If contract is modified or terminated, notification by the party seeking modification/termination must be served on all parties at least 60 days prior to proposed action.
13. The Director of Special Education for Moorhead Independent School District # 152 shall be responsible for oversight of the contracted services when such services are being submitted for reimbursement for special education aids.
14. Upon agreement by all parties, this Purchase of Service Agreement may be extended for a period of up to two (2) months, allowing finalization of a new Purchase of Service Agreement. All terms of the new agreement will be retroactive. All terms of this Purchase of Service Agreement will remain in effect pending execution of an agreement amendment, execution of a new agreement, or notice of termination as provided under item #12 above.

Chair, Board of Education
Moorhead Independent School District #152

Date

Donna Baker, Moorhead Site Director
Lakeland Mental Health Center, Inc.

Date

Rhonda Porter, Director
Clay County Social Services

Date

Board Chairperson
Clay Tail County Human Services

Date

Approved as to Form and Execution:

Michelle Winkis, County Attorney


Date



Office of Learner Support Services
Moorhead Area Public Schools

LSS.10.015

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services 

DATE: January 4, 2010

RE: Contracts for Supplemental Educational Services

Attached are 5 contracts with state approved providers of Supplemental Educational Services (SES). The contracts are for ATS Project Success, ClubZ, College Tutors, Tutorco and Tutorial Services.

Moorhead Area Public Schools is required to offer Supplemental Educational Services (SES) to children eligible for Free or Reduced meals because Moorhead's Title I schools, Robert Asp Elementary and Ellen Hopkins Elementary are in Stage 2 of not making Adequate Yearly Progress. The contracts with the approved providers will enable tutoring to be provided to eligible students.

These SES providers have been approved by the Minnesota Department of Education. Approved SES providers willing to serve all of Minnesota were invited to offer services in Moorhead. The attached contracts are for each provider who agreed to provide SES and with whom families expressed interest.

SUGGESTED RESOLUTION: Move to approve the contracts between Supplemental Educational Services providers and Moorhead Area Public Schools.

JS:ca
Attachment



No Child Left Behind Contract for Supplemental Educational Services

This Contract entered into by and between Independent School District 152 Moorhead Area Schools (hereinafter referred to as DISTRICT) and ATS Project Success (hereinafter referred to as PROVIDER) for Supplemental Educational Services to students (hereinafter referred to as STUDENTS).

In consideration of the promises and mutual covenants and agreements set forth in the Contract, The DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE:

- A. The purpose of this contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by the PROVIDER to DISTRICT for STUDENTS under the provisions of No Child Left Behind (NCLB).
- B. PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for eligible students.

II. Contract Duration:

The term of this Contract shall be from January 12, 2010 (or whenever services commence) through May 15, 2010 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

- 1. **Fee.** DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the \$1,456.00 per student allocated by the state of Minnesota for supplemental services. (ATS Project Success fee per session- 1 hr @ \$50.00)
- B. **Invoices.** PROVIDER shall submit an invoice to DISTRICT by the 15th of each month following services.
 - 1. Invoice needs to include student's name, address, phone number, hours of tutoring as provided by the DISTRICT form.
 - 2. PROVIDER shall submit final invoice so that it is received by DISTRICT no later than May 30, 2010. PROVIDER understands that DISTRICT will make no payment on any invoice received after May 30, 2010.
- C. **Payment.** DISTRICT shall pay PROVIDER a total amount based on the per student fee per session of all students receiving services during the time period detailed on PROVIDER'S invoice. Payment shall be made within 35 days of receipt of invoice by DISTRICT.
- D. **Active Student.** For purposes of this Contract, students will be deemed active after completion of Statement of Goals form, and have attended their first session. STUDENT will be considered inactive if the PROVIDER does not bill for the student on the previous

month's invoice. For students that become inactive, DISTRICT shall pay the PROVIDER for sessions that the student was in attendance prior to becoming inactive.

IV. PROVIDER RESPONSIBILITIES

- A. **Services.** PROVIDER shall provide Supplemental Educational Services to each student in accordance with each student's Statement of Goals in a format established by the DISTRICT.
- B. **Cooperation.** PROVIDER shall cooperate with parent/guardian of each student to develop the individual Statement of Goals. The Statement of Goals shall include specific achievement goals for each student, a description of how the student's progress will be measured, and a timetable for improving the student's achievement.
- C. **Statement of Goals.** PROVIDER shall meet with the parent/guardian of each student for whom they have a signed Statement of Goals to schedule services.
- D. **Reports.** PROVIDER shall provide DISTRICT and each student's parent/guardian with the following reports each month unless the student's Statement of Goals provides for a different schedule.
 - 1. PROVIDER shall submit attendance reports with a monthly invoice by the 15th of the month following services. Attendance reports must be in the form provided by the district.
 - 2. PROVIDER shall submit reports of each student's progress and results of any testing administered to the student.
 - 3. PROVIDER shall mail all reports to DISTRICT'S representative identified in paragraph XII.
- E. **Incentives.** PROVIDER shall not offer any incentives with monetary value to parent/guardian or other district staff at any time. PROVIDER shall not offer incentives to students as an enticement to register for PROVIDER'S services. PROVIDER may offer incentives to students for good attendance or work completion. All incentives must be educationally related. Violation of this provision shall constitute a breach of contract.
- F. **Legal Requirements.**
 - 1. PROVIDER will obtain criminal background checks on PROVIDER employees and contractors. PROVIDER, by signing this Contract, warrants that it has conducted criminal background checks on all employees and contractors providing services to students and that no employee or contractor has any criminal background that makes them unsuitable to provide services to students.
 - 2. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining permits and licenses that are required by law in connection with services being provided.
 - 3. PROVIDER is prohibited from disclosing to the public the identity of any student eligible for or receiving supplemental educational services without the written consent of the student's parent/guardian.
 - 4. PROVIDER assures it is not doing business with any person who has been excluded or disqualified by the federal government or is listed on the Excluded Parties List

System according to 34 C.F.R. part 85 if this contract is likely to equal or exceed \$25,000. In addition, PROVIDER assures it will not subcontract with anyone who has been excluded or disqualified by the federal government or is listed on the Excluded Parties List System. PROVIDER shall inform DISTRICT if any PROVIDER'S principals or covered subcontractors have been excluded or disqualified after the date this contract was entered.

5. PROVIDER agrees to provide equal opportunities to all employees and applicants for employment in accordance with applicable EEO/AA laws and the directives and regulations of all Federal and State governing bodies, including but not limited to the Minnesota Department of Human Rights. PROVIDER further agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity to Civil Rights Act of 1994 and Minnesota Human Rights Act.

G. **License and Qualifications.** Upon request, PROVIDER shall provide evidence that each of its employees or agents providing services under this Agreement is appropriately experienced, trained, qualified, and licensed to perform the service or task assigned to them under this Agreement. Not inconsistent with and as limited to perform the service or task assigned to them under this Agreement. Not inconsistent with and as limited by the Minnesota Government Data Practices Act, PROVIDER agrees to promptly advise DISTRICT, in writing, of any event or circumstances adversely affecting the qualification or licensure of any such employee or agent assigned by PROVIDER to provide services under this Agreement. DISTRICT shall have the right to reject any employee or agent assigned to provide services under this Agreement based upon that individual's experience, training, qualifications or suitability for employment.

H. **Limitation on Use and Disclosure of Educational Data.** PROVIDER will abide by the restrictions concerning the disclosure, dissemination and use of educational data as defined under Minn. Stat. § 13.32 (Minnesota Government Data Practices Act) and 20 U.S.C. § 1232g) Family Educational Rights and Privacy Act) and any other relevant federal or state law, rules and regulations. PROVIDER agrees to ensure the privacy of the data it reviews and or receives, including private educational data, in accordance with the provisions of Minnesota and federal laws applicable to such data. PROVIDER agrees that it is subject to the requirements of the Minnesota Government Data Practices Act and any other relevant federal or state law, rules or regulations and that it must comply with those requirements as if it were DISTRICT.

V. DISTRICT RESPONSIBILITIES

A. **Statement of Goals.** DISTRICT will monitor Statement of Goals agreed upon between parent/guardian and PROVIDER.

B. **Monitor Compliance.** DISTRICT shall monitor PROVIDER for compliance with the terms of the contract.

C. **Site Review.** DISTRICT shall be allowed access to a site review of the site used by the PROVIDER including review of the software programs used for instruction.

D. **Payment.** DISTRICT shall pay PROVIDER for each student for whom the DISTRICT has received a completed Statement of Goals and according to Paragraph 3B herein. DISTRICT has no obligation to pay for services once it has reached the amount of the NCLB mandated set-aside for all services in a school year. DISTRICT will give PROVIDER 30 days notice before services must be terminated for this reason.

VI. INSURANCE REQUIREMENTS

A. **Required Insurance.** PROVIDER shall, at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Contract for which it may be legally liable at the maximum liability limits established by Minn. Stat. § 466.04. The coverage covered by this section must include Director's and Officer's Errors and Omissions coverage for any automobiles used for performance of the Contract as a part of general liability coverage.

B. **Additional Insured.** If requested to do so by DISTRICT, PROVIDER shall name the DISTRICT as an "additional insured" on any insurance required by the Contract.

C. **Certificate of Insurance.** PROVIDER shall provide DISTRICT with a certificate of coverage evidencing the coverage required by this Contract. Notwithstanding Paragraph II. Herein, this Contract shall not take effect until PROVIDER has provided DISTRICT with evidence of the insurance coverage required by this Contract.

D. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VII. INDEMNIFICATION

A. PROVIDER shall indemnify and save and hold the DISTRICT, its employees, offices, directors, subcontractors and agents (collectively "Employees") harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorneys' fees, for injury to property or persons, occurring or allegedly occurring in, on or about PROVIDER'S property, based on conduct committed by PROVIDER or by its employees, offices, directors, sub contractors, or agents (Collectively "Employees"). Upon timely written notice from the DISTRICT, PROVIDER shall defend the DISTRICT in any such action or proceeding brought against DISTRICT.

B. The foregoing provision shall not be deemed a waiver of any kind of applicable limitations of liability to third parties provided or available to DISTRICT.

VIII. RELATIONSHIP OF THE PARTIES

PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contact. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of this Contract, including attachments, shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect. The parties agree to attempt to renegotiate in good faith any provision deemed invalid because it is contrary to state or federal law.

X. TERMINATION OF CONTRACT

- A. **With or Without Cause.** This Contract may be canceled by either party, with or without cause, upon thirty (30) days written notice to the other party, or at any time with the mutual consent of the parties.
- B. **With Cause.** If either party to this Contract defaults or fails to perform any portion of the Contract, the non-defaulting party may cancel the Contract on ten (10) days' notice.
- C. **Default by PROVIDER.** Unless excused by DISTRICT default, or DISTRICT waiver of default, any of the following occurrences shall constitute default on the part of PROVIDER.
 - 1. Failure to provide the services listed.
 - 2. Failure to submit accurate attendance records or any falsification of attendance records or invoices.
 - 3. Failure to comply with legal requirements or applicable DISTRICT policies and procedures.
 - 4. Failure to provide requested information about financial status.
 - 5. Making material misrepresentations either in the attachments or in any other provisions or conditions relied upon by DISTRICT in the making of this Contract.
 - 6. Failure to comply with all applicable health, safety, and civil right laws.
- D. **Default by DISTRICT.** Unless excused by PROVIDER default, or PROVIDER waiver of default, the persistent or repeated failure or refusal by the DISTRICT to pay any uncontested amount to PROVIDER within thirty-five days of DISTRICT'S receipt of an acceptable invoice constitutes DISTRICT default.
- E. **Steps After Notice of Cancellation.** After receipt of notice of cancellation, and except as otherwise directed, PROVIDER shall discontinue provision of services on that date or on the date specified in the notice of cancellation and follow all other DISTRICT directives. PROVIDER shall maintain all relevant records.

XI. REMEDIES

- A. **No Obligation to Pay.** The DISTRICT shall not be obligated to pay for services provided in an unsatisfactory manner, provided that, prior to refusing to pay for such service, the DISTRICT shall give PROVIDER at least thirty (30) days notice of its dissatisfaction. If, in that 30-day period, PROVIDER alters its service to the DISTRICT'S satisfaction, then there shall be no interruption in payment.

- B. **Liability for Damages and Rights to Set Off.** Notwithstanding the above, PROVIDER, shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of this Contract by PROVIDER, and the DISTRICT may withhold payments to PROVIDER for the purpose of set-off.
- C. **Nonexclusive Remedy.** Any right or remedy provided in this Contract is not the exclusive right or remedy of either party for any default by the other party, but is in addition to any other right or remedy hereunder or allowed by law or equity.
- D. **No Waiver.** Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

Sarah King
Administrator of Compliance-NCLB
School District 152
2410 14th St S
Moorhead, MN 56560

FOR PROVIDER

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received. Any notice delivered by hand shall be deemed received upon actual delivery.

XII. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect of the principles of conflict of laws. All proceedings related to the Contract shall be venue in the State of Minnesota.

XIV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract

IN WITNESS WHEREOF, the parties executed this Contract as the date and year first written below.

SCHOOL DISTRICT 152

PROVIDER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This instrument was acknowledged before me on _____, 2009, by
of _____, who being duly sworn, represents and warrants
that he/she is authorized by law and all necessary board action to
execute this Contract on behalf of the cooperation/organization,
intending this Contract to be legally binding obligation of the
corporation/organization.

Notary Public

An Equal Opportunity Employer

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



No Child Left Behind Contract for Supplemental Educational Services

This Contract entered into by and between Independent School District 152 Moorhead Area Schools (hereinafter referred to as DISTRICT) and ClubZ (hereinafter referred to as PROVIDER) for Supplemental Educational Services to students (hereinafter referred to as STUDENTS).

In consideration of the promises and mutual covenants and agreements set forth in the Contract, The DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE:

- A. The purpose of this contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by the PROVIDER to DISTRICT for STUDENTS under the provisions of No Child Left Behind (NCLB).
- B. PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for eligible students.

II. Contract Duration:

The term of this Contract shall be from January 12, 2010 (or whenever services commence) through May 15, 2010 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

- 1. **Fee.** DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the \$1,456.00 per student allocated by the state of Minnesota for supplemental services. (ATS Project Success fee per session- 1 hr @ \$65.00)
- B. **Invoices.** PROVIDER shall submit an invoice to DISTRICT by the 15th of each month following services.
 - 1. Invoice needs to include student's name, address, phone number, hours of tutoring as provided by the DISTRICT form.
 - 2. PROVIDER shall submit final invoice so that it is received by DISTRICT no later than May 30, 2010. PROVIDER understands that DISTRICT will make no payment on any invoice received after May 30, 2010.
- C. **Payment.** DISTRICT shall pay PROVIDER a total amount based on the per student fee per session of all students receiving services during the time period detailed on PROVIDER'S invoice. Payment shall be made within 35 days of receipt of invoice by DISTRICT.
- D. **Active Student.** For purposes of this Contract, students will be deemed active after completion of Statement of Goals form, and have attended their first session. STUDENT will be considered inactive if the PROVIDER does not bill for the student on the previous

month's invoice. For students that become inactive, DISTRICT shall pay the PROVIDER for sessions that the student was in attendance prior to becoming inactive.

IV. PROVIDER RESPONSIBILITIES

- A. **Services.** PROVIDER shall provide Supplemental Educational Services to each student in accordance with each student's Statement of Goals in a format established by the DISTRICT.
- B. **Cooperation.** PROVIDER shall cooperate with parent/guardian of each student to develop the individual Statement of Goals. The Statement of Goals shall include specific achievement goals for each student, a description of how the student's progress will be measured, and a timetable for improving the student's achievement.
- C. **Statement of Goals.** PROVIDER shall meet with the parent/guardian of each student for whom they have a signed Statement of Goals to schedule services.
- D. **Reports.** PROVIDER shall provide DISTRICT and each student's parent/guardian with the following reports each month unless the student's Statement of Goals provides for a different schedule.
 - 1. PROVIDER shall submit attendance reports with a monthly invoice by the 15th of the month following services. Attendance reports must be in the form provided by the district.
 - 2. PROVIDER shall submit reports of each student's progress and results of any testing administered to the student.
 - 3. PROVIDER shall mail all reports to DISTRICT'S representative identified in paragraph XII.
- E. **Incentives.** PROVIDER shall not offer any incentives with monetary value to parent/guardian or other district staff at any time. PROVIDER shall not offer incentives to students as an enticement to register for PROVIDER'S services. PROVIDER may offer incentives to students for good attendance or work completion. All incentives must be educationally related. Violation of this provision shall constitute a breach of contract.
- F. **Legal Requirements.**
 - 1. PROVIDER will obtain criminal background checks on PROVIDER employees and contractors. PROVIDER, by signing this Contract, warrants that it has conducted criminal background checks on all employees and contractors providing services to students and that no employee or contractor has any criminal background that makes them unsuitable to provide services to students.
 - 2. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining permits and licenses that are required by law in connection with services being provided.
 - 3. PROVIDER is prohibited from disclosing to the public the identity of any student eligible for or receiving supplemental educational services without the written consent of the student's parent/guardian.
 - 4. PROVIDER assures it is not doing business with any person who has been excluded or disqualified by the federal government or is listed on the Excluded Parties List

System according to 34 C.F.R. part 85 if this contract is likely to equal or exceed \$25,000. In addition, PROVIDER assures it will not subcontract with anyone who has been excluded or disqualified by the federal government or is listed on the Excluded Parties List System. PROVIDER shall inform DISTRICT if any PROVIDER'S principals or covered subcontractors have been excluded or disqualified after the date this contract was entered.

5. PROVIDER agrees to provide equal opportunities to all employees and applicants for employment in accordance with applicable EEO/AA laws and the directives and regulations of all Federal and State governing bodies, including but not limited to the Minnesota Department of Human Rights. PROVIDER further agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity to Civil Rights Act of 1994 and Minnesota Human Rights Act.
- G. **License and Qualifications.** Upon request, PROVIDER shall provide evidence that each of its employees or agents providing services under this Agreement is appropriately experienced, trained, qualified, and licensed to perform the service or task assigned to them under this Agreement. Not inconsistent with and as limited to perform the service or task assigned to them under this Agreement. Not inconsistent with and as limited by the Minnesota Government Data Practices Act, PROVIDER agrees to promptly advise DISTRICT, in writing, of any event or circumstances adversely affecting the qualification or licensure of any such employee or agent assigned by PROVIDER to provide services under this Agreement. DISTRICT shall have the right to reject any employee or agent assigned to provide services under this Agreement based upon that individual's experience, training, qualifications or suitability for employment.
- H. **Limitation on Use and Disclosure of Educational Data.** PROVIDER will abide by the restrictions concerning the disclosure, dissemination and use of educational data as defined under Minn. Stat. § 13.32 (Minnesota Government Data Practices Act) and 20 U.S.C. § 1232g) Family Educational Rights and Privacy Act) and any other relevant federal or state law, rules and regulations. PROVIDER agrees to ensure the privacy of the data it reviews and or receives, including private educational data, in accordance with the provisions of Minnesota and federal laws applicable to such data. PROVIDER agrees that it is subject to the requirements of the Minnesota Government Data Practices Act and any other relevant federal or state law, rules or regulations and that it must comply with those requirements as if it were DISTRICT.

V. DISTRICT RESPONSIBILITIES

- A. **Statement of Goals.** DISTRICT will monitor Statement of Goals agreed upon between parent/guardian and PROVIDER.
- B. **Monitor Compliance.** DISTRICT shall monitor PROVIDER for compliance with the terms of the contract.

C. **Site Review.** DISTRICT shall be allowed access to a site review of the site used by the PROVIDER including review of the software programs used for instruction.

D. **Payment.** DISTRICT shall pay PROVIDER for each student for whom the DISTRICT has received a completed Statement of Goals and according to Paragraph 3B herein. DISTRICT has no obligation to pay for services once it has reached the amount of the NCLB mandated set-aside for all services in a school year. DISTRICT will give PROVIDER 30 days notice before services must be terminated for this reason.

VI. INSURANCE REQUIREMENTS

- A. **Required Insurance.** PROVIDER shall, at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Contract for which it may be legally liable at the maximum liability limits established by Minn. Stat. § 466.04. The coverage covered by this section must include Director's and Officer's Errors and Omissions coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
- B. **Additional Insured.** If requested to do so by DISTRICT, PROVIDER shall name the DISTRICT as an "additional insured" on any insurance required by the Contract.
- C. **Certificate of Insurance.** PROVIDER shall provide DISTRICT with a certificate of coverage evidencing the coverage required by this Contract. Notwithstanding Paragraph II. Herein, this Contract shall not take effect until PROVIDER has provided DISTRICT with evidence of the insurance coverage required by this Contract.
- D. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VII. INDEMNIFICATION

- A. PROVIDER shall indemnify and save and hold the DISTRICT, its employees, offices, directors, subcontractors and agents (collectively "Employees") harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorneys' fees, for injury to property or persons, occurring or allegedly occurring in, on or about PROVIDER'S property, based on conduct committed by PROVIDER or by its employees, offices, directors, sub contractors, or agents (Collectively "Employees"). Upon timely written notice from the DISTRICT, PROVIDER shall defend the DISTRICT in any such action or proceeding brought against DISTRICT.
- B. The foregoing provision shall not be deemed a waiver of any kind of applicable limitations of liability to third parties provided or available to DISTRICT.

VIII. RELATIONSHIP OF THE PARTIES

PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of this Contract, including attachments, shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect. The parties agree to attempt to renegotiate in good faith any provision deemed invalid because it is contrary to state or federal law.

X. TERMINATION OF CONTRACT

- A. **With or Without Cause.** This Contract may be canceled by either party, with or without cause, upon thirty (30) days written notice to the other party, or at any time with the mutual consent of the parties.
- B. **With Cause.** If either party to this Contract defaults or fails to perform any portion of the Contract, the non-defaulting party may cancel the Contract on ten (10) days' notice.
- C. **Default by PROVIDER.** Unless excused by DISTRICT default, or DISTRICT waiver of default, any of the following occurrences shall constitute default on the part of PROVIDER.
 - 1. Failure to provide the services listed.
 - 2. Failure to submit accurate attendance records or any falsification of attendance records or invoices.
 - 3. Failure to comply with legal requirements or applicable DISTRICT policies and procedures.
 - 4. Failure to provide requested information about financial status.
 - 5. Making material misrepresentations either in the attachments or in any other provisions or conditions relied upon by DISTRICT in the making of this Contract.
 - 6. Failure to comply with all applicable health, safety, and civil right laws.
- D. **Default by DISTRICT.** Unless excused by PROVIDER default, or PROVIDER waiver of default, the persistent or repeated failure or refusal by the DISTRICT to pay any uncontested amount to PROVIDER within thirty-five days of DISTRICT'S receipt of an acceptable invoice constitutes DISTRICT default.
- E. **Steps After Notice of Cancellation.** After receipt of notice of cancellation, and except as otherwise directed, PROVIDER shall discontinue provision of services on that date or on the date specified in the notice of cancellation and follow all other DISTRICT directives. PROVIDER shall maintain all relevant records.

XI. REMEDIES

- A. **No Obligation to Pay.** The DISTRICT shall not be obligated to pay for services provided in an unsatisfactory manner, provided that, prior to refusing to pay for such service, the DISTRICT shall give PROVIDER at least thirty (30) days notice of its dissatisfaction. If, in that 30-day period, PROVIDER alters its service to the DISTRICT'S satisfaction, then there shall be no interruption in payment.

- B. **Liability for Damages and Rights to Set Off.** Notwithstanding the above, PROVIDER, shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of this Contract by PROVIDER, and the DISTRICT may withhold payments to PROVIDER for the purpose of set-off.
- C. **Nonexclusive Remedy.** Any right or remedy provided in this Contract is not the exclusive right or remedy of either party for any default by the other party, but is in addition to any other right or remedy hereunder or allowed by law or equity.
- D. **No Waiver.** Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

Sarah King
Administrator of Compliance-NCLB
School District 152
2410 14th St S
Moorhead, MN 56560

FOR PROVIDER

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received. Any notice delivered by hand shall be deemed received upon actual delivery.

XII. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect of the principles of conflict of laws. All proceedings related to the Contract shall be venue in the State of Minnesota.

XIV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract

IN WITNESS WHEREOF, the parties executed this Contract as the date and year first written below.

SCHOOL DISTRICT 152

PROVIDER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This instrument was acknowledged before me on _____, 2009, by
of _____, who being duly sworn, represents and warrants
that he/she is authorized by law and all necessary board action to
execute this Contract on behalf of the cooperation/organization,
intending this Contract to be legally binding obligation of the
corporation/organization.

Notary Public

An Equal Opportunity Employer

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



No Child Left Behind Contract for Supplemental Educational Services

This Contract entered into by and between Independent School District 152 Moorhead Area Schools (hereinafter referred to as DISTRICT) and College Tutors (hereinafter referred to as PROVIDER) for Supplemental Educational Services to students (hereinafter referred to as STUDENTS).

In consideration of the promises and mutual covenants and agreements set forth in the Contract, The DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE:

- A. The purpose of this contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by the PROVIDER to DISTRICT for STUDENTS under the provisions of No Child Left Behind (NCLB).
- B. PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for eligible students.

II. Contract Duration:

The term of this Contract shall be from January 12, 2010 (or whenever services commence) through May 15, 2010 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

- 1. **Fee.** DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the \$1,456.00 per student allocated by the state of Minnesota for supplemental services. (ATS Project Success fee per session- 1 hr @ \$53.00)
- B. **Invoices.** PROVIDER shall submit an invoice to DISTRICT by the 15th of each month following services.
 - 1. Invoice needs to include student's name, address, phone number, hours of tutoring as provided by the DISTRICT form.
 - 2. PROVIDER shall submit final invoice so that it is received by DISTRICT no later than May 30, 2010. PROVIDER understands that DISTRICT will make no payment on any invoice received after May 30, 2010.
- C. **Payment.** DISTRICT shall pay PROVIDER a total amount based on the per student fee per session of all students receiving services during the time period detailed on PROVIDER'S invoice. Payment shall be made within 35 days of receipt of invoice by DISTRICT.
- D. **Active Student.** For purposes of this Contract, students will be deemed active after completion of Statement of Goals form, and have attended their first session. STUDENT will be considered inactive if the PROVIDER does not bill for the student on the previous

month's invoice. For students that become inactive, DISTRICT shall pay the PROVIDER for sessions that the student was in attendance prior to becoming inactive.

IV. PROVIDER RESPONSIBILITIES

- A. **Services.** PROVIDER shall provide Supplemental Educational Services to each student in accordance with each student's Statement of Goals in a format established by the DISTRICT.
- B. **Cooperation.** PROVIDER shall cooperate with parent/guardian of each student to develop the individual Statement of Goals. The Statement of Goals shall include specific achievement goals for each student, a description of how the student's progress will be measured, and a timetable for improving the student's achievement.
- C. **Statement of Goals.** PROVIDER shall meet with the parent/guardian of each student for whom they have a signed Statement of Goals to schedule services.
- D. **Reports.** PROVIDER shall provide DISTRICT and each student's parent/guardian with the following reports each month unless the student's Statement of Goals provides for a different schedule.
 - 1. PROVIDER shall submit attendance reports with a monthly invoice by the 15th of the month following services. Attendance reports must be in the form provided by the district.
 - 2. PROVIDER shall submit reports of each student's progress and results of any testing administered to the student.
 - 3. PROVIDER shall mail all reports to DISTRICT'S representative identified in paragraph XII.
- E. **Incentives.** PROVIDER shall not offer any incentives with monetary value to parent/guardian or other district staff at any time. PROVIDER shall not offer incentives to students as an enticement to register for PROVIDER'S services. PROVIDER may offer incentives to students for good attendance or work completion. All incentives must be educationally related. Violation of this provision shall constitute a breach of contract.
- F. **Legal Requirements.**
 - 1. PROVIDER will obtain criminal background checks on PROVIDER employees and contractors. PROVIDER, by signing this Contract, warrants that it has conducted criminal background checks on all employees and contractors providing services to students and that no employee or contractor has any criminal background that makes them unsuitable to provide services to students.
 - 2. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining permits and licenses that are required by law in connection with services being provided.
 - 3. PROVIDER is prohibited from disclosing to the public the identity of any student eligible for or receiving supplemental educational services without the written consent of the student's parent/guardian.
 - 4. PROVIDER assures it is not doing business with any person who has been excluded or disqualified by the federal government or is listed on the Excluded Parties List

System according to 34 C.F.R. part 85 if this contract is likely to equal or exceed \$25,000. In addition, PROVIDER assures it will not subcontract with anyone who has been excluded or disqualified by the federal government or is listed on the Excluded Parties List System. PROVIDER shall inform DISTRICT if any PROVIDER'S principals or covered subcontractors have been excluded or disqualified after the date this contract was entered.

5. PROVIDER agrees to provide equal opportunities to all employees and applicants for employment in accordance with applicable EEO/AA laws and the directives and regulations of all Federal and State governing bodies, including but not limited to the Minnesota Department of Human Rights. PROVIDER further agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity to Civil Rights Act of 1994 and Minnesota Human Rights Act.

G. **License and Qualifications.** Upon request, PROVIDER shall provide evidence that each of its employees or agents providing services under this Agreement is appropriately experienced, trained, qualified, and licensed to perform the service or task assigned to them under this Agreement. Not inconsistent with and as limited to perform the service or task assigned to them under this Agreement. Not inconsistent with and as limited by the Minnesota Government Data Practices Act, PROVIDER agrees to promptly advise DISTRICT, in writing, of any event or circumstances adversely affecting the qualification or licensure of any such employee or agent assigned by PROVIDER to provide services under this Agreement. DISTRICT shall have the right to reject any employee or agent assigned to provide services under this Agreement based upon that individual's experience, training, qualifications or suitability for employment.

H. **Limitation on Use and Disclosure of Educational Data.** PROVIDER will abide by the restrictions concerning the disclosure, dissemination and use of educational data as defined under Minn. Stat. § 13.32 (Minnesota Government Data Practices Act) and 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and any other relevant federal or state law, rules and regulations. PROVIDER agrees to ensure the privacy of the data it reviews and or receives, including private educational data, in accordance with the provisions of Minnesota and federal laws applicable to such data. PROVIDER agrees that it is subject to the requirements of the Minnesota Government Data Practices Act and any other relevant federal or state law, rules or regulations and that it must comply with those requirements as if it were DISTRICT.

V. DISTRICT RESPONSIBILITIES

A. **Statement of Goals.** DISTRICT will monitor Statement of Goals agreed upon between parent/guardian and PROVIDER.

B. **Monitor Compliance.** DISTRICT shall monitor PROVIDER for compliance with the terms of the contract.

C. **Site Review.** DISTRICT shall be allowed access to a site review of the site used by the PROVIDER including review of the software programs used for instruction.

D. **Payment.** DISTRICT shall pay PROVIDER for each student for whom the DISTRICT has received a completed Statement of Goals and according to Paragraph 3B herein. DISTRICT has no obligation to pay for services once it has reached the amount of the NCLB mandated set-aside for all services in a school year. DISTRICT will give PROVIDER 30 days notice before services must be terminated for this reason.

VI. INSURANCE REQUIREMENTS

- A. **Required Insurance.** PROVIDER shall, at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Contract for which it may be legally liable at the maximum liability limits established by Minn. Stat. § 466.04. The coverage covered by this section must include Director's and Officer's Errors and Omissions coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
- B. **Additional Insured.** If requested to do so by DISTRICT, PROVIDER shall name the DISTRICT as an "additional insured" on any insurance required by the Contract.
- C. **Certificate of Insurance.** PROVIDER shall provide DISTRICT with a certificate of coverage evidencing the coverage required by this Contract. Notwithstanding Paragraph II. Herein, this Contract shall not take effect until PROVIDER has provided DISTRICT with evidence of the insurance coverage required by this Contract.
- D. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VII. INDEMNIFICATION

- A. PROVIDER shall indemnify and save and hold the DISTRICT, its employees, offices, directors, subcontractors and agents (collectively "Employees") harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorneys' fees, for injury to property or persons, occurring or allegedly occurring in, on or about PROVIDER'S property, based on conduct committed by PROVIDER or by its employees, offices, directors, sub contractors, or agents (Collectively "Employees"). Upon timely written notice from the DISTRICT, PROVIDER shall defend the DISTRICT in any such action or proceeding brought against DISTRICT.
- B. The foregoing provision shall not be deemed a waiver of any kind of applicable limitations of liability to third parties provided or available to DISTRICT.

VIII. RELATIONSHIP OF THE PARTIES

PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of this Contract, including attachments, shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect. The parties agree to attempt to renegotiate in good faith any provision deemed invalid because it is contrary to state or federal law.

X. TERMINATION OF CONTRACT

- A. **With or Without Cause.** This Contract may be canceled by either party, with or without cause, upon thirty (30) days written notice to the other party, or at any time with the mutual consent of the parties.
- B. **With Cause.** If either party to this Contract defaults or fails to perform any portion of the Contract, the non-defaulting party may cancel the Contract on ten (10) days' notice.
- C. **Default by PROVIDER.** Unless excused by DISTRICT default, or DISTRICT waiver of default, any of the following occurrences shall constitute default on the part of PROVIDER.
 - 1. Failure to provide the services listed.
 - 2. Failure to submit accurate attendance records or any falsification of attendance records or invoices.
 - 3. Failure to comply with legal requirements or applicable DISTRICT policies and procedures.
 - 4. Failure to provide requested information about financial status.
 - 5. Making material misrepresentations either in the attachments or in any other provisions or conditions relied upon by DISTRICT in the making of this Contract.
 - 6. Failure to comply with all applicable health, safety, and civil right laws.
- D. **Default by DISTRICT.** Unless excused by PROVIDER default, or PROVIDER waiver of default, the persistent or repeated failure or refusal by the DISTRICT to pay any uncontested amount to PROVIDER within thirty-five days of DISTRICT'S receipt of an acceptable invoice constitutes DISTRICT default.
- E. **Steps After Notice of Cancellation.** After receipt of notice of cancellation, and except as otherwise directed, PROVIDER shall discontinue provision of services on that date or on the date specified in the notice of cancellation and follow all other DISTRICT directives. PROVIDER shall maintain all relevant records.

XI. REMEDIES

- A. **No Obligation to Pay.** The DISTRICT shall not be obligated to pay for services provided in an unsatisfactory manner, provided that, prior to refusing to pay for such service, the DISTRICT shall give PROVIDER at least thirty (30) days notice of its dissatisfaction. If, in that 30-day period, PROVIDER alters its service to the DISTRICT'S satisfaction, then there shall be no interruption in payment.

- B. **Liability for Damages and Rights to Set Off.** Notwithstanding the above, PROVIDER, shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of this Contract by PROVIDER, and the DISTRICT may withhold payments to PROVIDER for the purpose of set-off.
- C. **Nonexclusive Remedy.** Any right or remedy provided in this Contract is not the exclusive right or remedy of either party for any default by the other party, but is in addition to any other right or remedy hereunder or allowed by law or equity.
- D. **No Waiver.** Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

Sarah King
Administrator of Compliance-NCLB
School District 152
2410 14th St S
Moorhead, MN 56560

FOR PROVIDER

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received. Any notice delivered by hand shall be deemed received upon actual delivery.

XII. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect of the principles of conflict of laws. All proceedings related to the Contract shall be venue in the State of Minnesota.

XIV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract

IN WITNESS WHEREOF, the parties executed this Contract as the date and year first written below.

SCHOOL DISTRICT 152

PROVIDER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This instrument was acknowledged before me on _____, 2009, by
of _____, who being duly sworn, represents and warrants
that he/she is authorized by law and all necessary board action to
execute this Contract on behalf of the cooperation/organization,
intending this Contract to be legally binding obligation of the
corporation/organization.

Notary Public

An Equal Opportunity Employer

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



No Child Left Behind Contract for Supplemental Educational Services

This Contract entered into by and between Independent School District 152 Moorhead Area Schools (hereinafter referred to as DISTRICT) and Tutorco (hereinafter referred to as PROVIDER) for Supplemental Educational Services to students (hereinafter referred to as STUDENTS).

In consideration of the promises and mutual covenants and agreements set forth in the Contract, The DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE:

- A. The purpose of this contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by the PROVIDER to DISTRICT for STUDENTS under the provisions of No Child Left Behind (NCLB).
- B. PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for eligible students.

II. Contract Duration:

The term of this Contract shall be from January 12, 2010 (or whenever services commence) through May 15, 2010 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

- 1. **Fee.** DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the \$1,456.00 per student allocated by the state of Minnesota for supplemental services. (ATS Project Success fee per session- 1 hr @ \$73.50)
- B. **Invoices.** PROVIDER shall submit an invoice to DISTRICT by the 15th of each month following services.
 - 1. Invoice needs to include student's name, address, phone number, hours of tutoring as provided by the DISTRICT form.
 - 2. PROVIDER shall submit final invoice so that it is received by DISTRICT no later than May 30, 2010. PROVIDER understands that DISTRICT will make no payment on any invoice received after May 30, 2010.
- C. **Payment.** DISTRICT shall pay PROVIDER a total amount based on the per student fee per session of all students receiving services during the time period detailed on PROVIDER'S invoice. Payment shall be made within 35 days of receipt of invoice by DISTRICT.
- D. **Active Student.** For purposes of this Contract, students will be deemed active after completion of Statement of Goals form, and have attended their first session. STUDENT will be considered inactive if the PROVIDER does not bill for the student on the previous

month's invoice. For students that become inactive, DISTRICT shall pay the PROVIDER for sessions that the student was in attendance prior to becoming inactive.

IV. PROVIDER RESPONSIBILITIES

- A. **Services.** PROVIDER shall provide Supplemental Educational Services to each student in accordance with each student's Statement of Goals in a format established by the DISTRICT.
- B. **Cooperation.** PROVIDER shall cooperate with parent/guardian of each student to develop the individual Statement of Goals. The Statement of Goals shall include specific achievement goals for each student, a description of how the student's progress will be measured, and a timetable for improving the student's achievement.
- C. **Statement of Goals.** PROVIDER shall meet with the parent/guardian of each student for whom they have a signed Statement of Goals to schedule services.
- D. **Reports.** PROVIDER shall provide DISTRICT and each student's parent/guardian with the following reports each month unless the student's Statement of Goals provides for a different schedule.
 - 1. PROVIDER shall submit attendance reports with a monthly invoice by the 15th of the month following services. Attendance reports must be in the form provided by the district.
 - 2. PROVIDER shall submit reports of each student's progress and results of any testing administered to the student.
 - 3. PROVIDER shall mail all reports to DISTRICT'S representative identified in paragraph XII.
- E. **Incentives.** PROVIDER shall not offer any incentives with monetary value to parent/guardian or other district staff at any time. PROVIDER shall not offer incentives to students as an enticement to register for PROVIDER'S services. PROVIDER may offer incentives to students for good attendance or work completion. All incentives must be educationally related. Violation of this provision shall constitute a breach of contract.
- F. **Legal Requirements.**
 - 1. PROVIDER will obtain criminal background checks on PROVIDER employees and contractors. PROVIDER, by signing this Contract, warrants that it has conducted criminal background checks on all employees and contractors providing services to students and that no employee or contractor has any criminal background that makes them unsuitable to provide services to students.
 - 2. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining permits and licenses that are required by law in connection with services being provided.
 - 3. PROVIDER is prohibited from disclosing to the public the identity of any student eligible for or receiving supplemental educational services without the written consent of the student's parent/guardian.
 - 4. PROVIDER assures it is not doing business with any person who has been excluded or disqualified by the federal government or is listed on the Excluded Parties List

System according to 34 C.F.R. part 85 if this contract is likely to equal or exceed \$25,000. In addition, PROVIDER assures it will not subcontract with anyone who has been excluded or disqualified by the federal government or is listed on the Excluded Parties List System. PROVIDER shall inform DISTRICT if any PROVIDER'S principals or covered subcontractors have been excluded or disqualified after the date this contract was entered.

5. PROVIDER agrees to provide equal opportunities to all employees and applicants for employment in accordance with applicable EEO/AA laws and the directives and regulations of all Federal and State governing bodies, including but not limited to the Minnesota Department of Human Rights. PROVIDER further agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity to Civil Rights Act of 1994 and Minnesota Human Rights Act.
- G. **License and Qualifications.** Upon request, PROVIDER shall provide evidence that each of its employees or agents providing services under this Agreement is appropriately experienced, trained, qualified, and licensed to perform the service or task assigned to them under this Agreement. Not inconsistent with and as limited to perform the service or task assigned to them under this Agreement. Not inconsistent with and as limited by the Minnesota Government Data Practices Act, PROVIDER agrees to promptly advise DISTRICT, in writing, of any event or circumstances adversely affecting the qualification or licensure of any such employee or agent assigned by PROVIDER to provide services under this Agreement. DISTRICT shall have the right to reject any employee or agent assigned to provide services under this Agreement based upon that individual's experience, training, qualifications or suitability for employment.
- H. **Limitation on Use and Disclosure of Educational Data.** PROVIDER will abide by the restrictions concerning the disclosure, dissemination and use of educational data as defined under Minn. Stat. § 13.32 (Minnesota Government Data Practices Act) and 20 U.S.C. § 1232g) Family Educational Rights and Privacy Act) and any other relevant federal or state law, rules and regulations. PROVIDER agrees to ensure the privacy of the data it reviews and or receives, including private educational data, in accordance with the provisions of Minnesota and federal laws applicable to such data. PROVIDER agrees that it is subject to the requirements of the Minnesota Government Data Practices Act and any other relevant federal or state law, rules or regulations and that it must comply with those requirements as if it were DISTRICT.

V. DISTRICT RESPONSIBILITIES

- A. **Statement of Goals.** DISTRICT will monitor Statement of Goals agreed upon between parent/guardian and PROVIDER.
- B. **Monitor Compliance.** DISTRICT shall monitor PROVIDER for compliance with the terms of the contract.

C. **Site Review.** DISTRICT shall be allowed access to a site review of the site used by the PROVIDER including review of the software programs used for instruction.

D. **Payment.** DISTRICT shall pay PROVIDER for each student for whom the DISTRICT has received a completed Statement of Goals and according to Paragraph 3B herein. DISTRICT has no obligation to pay for services once it has reached the amount of the NCLB mandated set-aside for all services in a school year. DISTRICT will give PROVIDER 30 days notice before services must be terminated for this reason.

VI. INSURANCE REQUIREMENTS

- A. **Required Insurance.** PROVIDER shall, at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Contract for which it may be legally liable at the maximum liability limits established by Minn. Stat. § 466.04. The coverage covered by this section must include Director's and Officer's Errors and Omissions coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
- B. **Additional Insured.** If requested to do so by DISTRICT, PROVIDER shall name the DISTRICT as an "additional insured" on any insurance required by the Contract.
- C. **Certificate of Insurance.** PROVIDER shall provide DISTRICT with a certificate of coverage evidencing the coverage required by this Contract. Notwithstanding Paragraph II. Herein, this Contract shall not take effect until PROVIDER has provided DISTRICT with evidence of the insurance coverage required by this Contract.
- D. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VII. INDEMNIFICATION

- A. PROVIDER shall indemnify and save and hold the DISTRICT, its employees, offices, directors, subcontractors and agents (collectively "Employees") harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorneys' fees, for injury to property or persons, occurring or allegedly occurring in, on or about PROVIDER'S property, based on conduct committed by PROVIDER or by its employees, offices, directors, sub contractors, or agents (Collectively "Employees"). Upon timely written notice from the DISTRICT, PROVIDER shall defend the DISTRICT in any such action or proceeding brought against DISTRICT.
- B. The foregoing provision shall not be deemed a waiver of any kind of applicable limitations of liability to third parties provided or available to DISTRICT.

VIII. RELATIONSHIP OF THE PARTIES

PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of this Contract, including attachments, shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect. The parties agree to attempt to renegotiate in good faith any provision deemed invalid because it is contrary to state or federal law.

X. TERMINATION OF CONTRACT

- A. **With or Without Cause.** This Contract may be canceled by either party, with or without cause, upon thirty (30) days written notice to the other party, or at any time with the mutual consent of the parties.
- B. **With Cause.** If either party to this Contract defaults or fails to perform any portion of the Contract, the non-defaulting party may cancel the Contract on ten (10) days' notice.
- C. **Default by PROVIDER.** Unless excused by DISTRICT default, or DISTRICT waiver of default, any of the following occurrences shall constitute default on the part of PROVIDER.
 - 1. Failure to provide the services listed.
 - 2. Failure to submit accurate attendance records or any falsification of attendance records or invoices.
 - 3. Failure to comply with legal requirements or applicable DISTRICT policies and procedures.
 - 4. Failure to provide requested information about financial status.
 - 5. Making material misrepresentations either in the attachments or in any other provisions or conditions relied upon by DISTRICT in the making of this Contract.
 - 6. Failure to comply with all applicable health, safety, and civil right laws.
- D. **Default by DISTRICT.** Unless excused by PROVIDER default, or PROVIDER waiver of default, the persistent or repeated failure or refusal by the DISTRICT to pay any uncontested amount to PROVIDER within thirty-five days of DISTRICT'S receipt of an acceptable invoice constitutes DISTRICT default.
- E. **Steps After Notice of Cancellation.** After receipt of notice of cancellation, and except as otherwise directed, PROVIDER shall discontinue provision of services on that date or on the date specified in the notice of cancellation and follow all other DISTRICT directives. PROVIDER shall maintain all relevant records.

XI. REMEDIES

- A. **No Obligation to Pay.** The DISTRICT shall not be obligated to pay for services provided in an unsatisfactory manner, provided that, prior to refusing to pay for such service, the DISTRICT shall give PROVIDER at least thirty (30) days notice of its dissatisfaction. If, in that 30-day period, PROVIDER alters its service to the DISTRICT'S satisfaction, then there shall be no interruption in payment.

- B. **Liability for Damages and Rights to Set Off.** Notwithstanding the above, PROVIDER, shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of this Contract by PROVIDER, and the DISTRICT may withhold payments to PROVIDER for the purpose of set-off.
- C. **Nonexclusive Remedy.** Any right or remedy provided in this Contract is not the exclusive right or remedy of either party for any default by the other party, but is in addition to any other right or remedy hereunder or allowed by law or equity.
- D. **No Waiver.** Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

Sarah King
Administrator of Compliance-NCLB
School District 152
2410 14th St S
Moorhead, MN 56560

FOR PROVIDER

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received. Any notice delivered by hand shall be deemed received upon actual delivery.

XII. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect of the principles of conflict of laws. All proceedings related to the Contract shall be venue in the State of Minnesota.

XIV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract

IN WITNESS WHEREOF, the parties executed this Contract as the date and year first written below.

SCHOOL DISTRICT 152

PROVIDER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This instrument was acknowledged before me on _____, 2009, by
of _____, who being duly sworn, represents and warrants
that he/she is authorized by law and all necessary board action to
execute this Contract on behalf of the cooperation/organization,
intending this Contract to be legally binding obligation of the
corporation/organization.

Notary Public

An Equal Opportunity Employer

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



No Child Left Behind Contract for Supplemental Educational Services

This Contract entered into by and between Independent School District 152 Moorhead Area Schools (hereinafter referred to as DISTRICT) and Tutorial Services (hereinafter referred to as PROVIDER) for Supplemental Educational Services to students (hereinafter referred to as STUDENTS).

In consideration of the promises and mutual covenants and agreements set forth in the Contract, The DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE:

- A. The purpose of this contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by the PROVIDER to DISTRICT for STUDENTS under the provisions of No Child Left Behind (NCLB).
- B. PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for eligible students.

II. Contract Duration:

The term of this Contract shall be from January 12, 2010 (or whenever services commence) through May 15, 2010 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

- 1. **Fee.** DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the \$1,456.00 per student allocated by the state of Minnesota for supplemental services. (ATS Project Success fee per session- 1 hr @ \$60.00)
- B. **Invoices.** PROVIDER shall submit an invoice to DISTRICT by the 15th of each month following services.
 - 1. Invoice needs to include student's name, address, phone number, hours of tutoring as provided by the DISTRICT form.
 - 2. PROVIDER shall submit final invoice so that it is received by DISTRICT no later than May 30, 2010. PROVIDER understands that DISTRICT will make no payment on any invoice received after May 30, 2010.
- C. **Payment.** DISTRICT shall pay PROVIDER a total amount based on the per student fee per session of all students receiving services during the time period detailed on PROVIDER'S invoice. Payment shall be made within 35 days of receipt of invoice by DISTRICT.
- D. **Active Student.** For purposes of this Contract, students will be deemed active after completion of Statement of Goals form, and have attended their first session. STUDENT will be considered inactive if the PROVIDER does not bill for the student on the previous

month's invoice. For students that become inactive, DISTRICT shall pay the PROVIDER for sessions that the student was in attendance prior to becoming inactive.

IV. PROVIDER RESPONSIBILITIES

- A. **Services.** PROVIDER shall provide Supplemental Educational Services to each student in accordance with each student's Statement of Goals in a format established by the DISTRICT.
- B. **Cooperation.** PROVIDER shall cooperate with parent/guardian of each student to develop the individual Statement of Goals. The Statement of Goals shall include specific achievement goals for each student, a description of how the student's progress will be measured, and a timetable for improving the student's achievement.
- C. **Statement of Goals.** PROVIDER shall meet with the parent/guardian of each student for whom they have a signed Statement of Goals to schedule services.
- D. **Reports.** PROVIDER shall provide DISTRICT and each student's parent/guardian with the following reports each month unless the student's Statement of Goals provides for a different schedule.
 - 1. PROVIDER shall submit attendance reports with a monthly invoice by the 15th of the month following services. Attendance reports must be in the form provided by the district.
 - 2. PROVIDER shall submit reports of each student's progress and results of any testing administered to the student.
 - 3. PROVIDER shall mail all reports to DISTRICT'S representative identified in paragraph XII.
- E. **Incentives.** PROVIDER shall not offer any incentives with monetary value to parent/guardian or other district staff at any time. PROVIDER shall not offer incentives to students as an enticement to register for PROVIDER'S services. PROVIDER may offer incentives to students for good attendance or work completion. All incentives must be educationally related. Violation of this provision shall constitute a breach of contract.
- F. **Legal Requirements.**
 - 1. PROVIDER will obtain criminal background checks on PROVIDER employees and contractors. PROVIDER, by signing this Contract, warrants that it has conducted criminal background checks on all employees and contractors providing services to students and that no employee or contractor has any criminal background that makes them unsuitable to provide services to students.
 - 2. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining permits and licenses that are required by law in connection with services being provided.
 - 3. PROVIDER is prohibited from disclosing to the public the identity of any student eligible for or receiving supplemental educational services without the written consent of the student's parent/guardian.
 - 4. PROVIDER assures it is not doing business with any person who has been excluded or disqualified by the federal government or is listed on the Excluded Parties List

System according to 34 C.F.R. part 85 if this contract is likely to equal or exceed \$25,000. In addition, PROVIDER assures it will not subcontract with anyone who has been excluded or disqualified by the federal government or is listed on the Excluded Parties List System. PROVIDER shall inform DISTRICT if any PROVIDER'S principals or covered subcontractors have been excluded or disqualified after the date this contract was entered.

5. PROVIDER agrees to provide equal opportunities to all employees and applicants for employment in accordance with applicable EEO/AA laws and the directives and regulations of all Federal and State governing bodies, including but not limited to the Minnesota Department of Human Rights. PROVIDER further agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity to Civil Rights Act of 1994 and Minnesota Human Rights Act.
- G. **License and Qualifications.** Upon request, PROVIDER shall provide evidence that each of its employees or agents providing services under this Agreement is appropriately experienced, trained, qualified, and licensed to perform the service or task assigned to them under this Agreement. Not inconsistent with and as limited to perform the service or task assigned to them under this Agreement. Not inconsistent with and as limited by the Minnesota Government Data Practices Act, PROVIDER agrees to promptly advise DISTRICT, in writing, of any event or circumstances adversely affecting the qualification or licensure of any such employee or agent assigned by PROVIDER to provide services under this Agreement. DISTRICT shall have the right to reject any employee or agent assigned to provide services under this Agreement based upon that individual's experience, training, qualifications or suitability for employment.
- H. **Limitation on Use and Disclosure of Educational Data.** PROVIDER will abide by the restrictions concerning the disclosure, dissemination and use of educational data as defined under Minn. Stat. § 13.32 (Minnesota Government Data Practices Act) and 20 U.S.C. § 1232g) Family Educational Rights and Privacy Act) and any other relevant federal or state law, rules and regulations. PROVIDER agrees to ensure the privacy of the data it reviews and or receives, including private educational data, in accordance with the provisions of Minnesota and federal laws applicable to such data. PROVIDER agrees that it is subject to the requirements of the Minnesota Government Data Practices Act and any other relevant federal or state law, rules or regulations and that it must comply with those requirements as if it were DISTRICT.

V. DISTRICT RESPONSIBILITIES

- A. **Statement of Goals.** DISTRICT will monitor Statement of Goals agreed upon between parent/guardian and PROVIDER.
- B. **Monitor Compliance.** DISTRICT shall monitor PROVIDER for compliance with the terms of the contract.

C. **Site Review.** DISTRICT shall be allowed access to a site review of the site used by the PROVIDER including review of the software programs used for instruction.

D. **Payment.** DISTRICT shall pay PROVIDER for each student for whom the DISTRICT has received a completed Statement of Goals and according to Paragraph 3B herein. DISTRICT has no obligation to pay for services once it has reached the amount of the NCLB mandated set-aside for all services in a school year. DISTRICT will give PROVIDER 30 days notice before services must be terminated for this reason.

VI. INSURANCE REQUIREMENTS

- A. **Required Insurance.** PROVIDER shall, at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Contract for which it may be legally liable at the maximum liability limits established by Minn. Stat. § 466.04. The coverage covered by this section must include Director's and Officer's Errors and Omissions coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
- B. **Additional Insured.** If requested to do so by DISTRICT, PROVIDER shall name the DISTRICT as an "additional insured" on any insurance required by the Contract.
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- D. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VII. INDEMNIFICATION

- A. PROVIDER shall indemnify and save and hold the DISTRICT, its employees, offices, directors, subcontractors and agents (collectively "Employees") harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorneys' fees, for injury to property or persons, occurring or allegedly occurring in, on or about PROVIDER'S property, based on conduct committed by PROVIDER or by its employees, offices, directors, sub contractors, or agents (Collectively "Employees"). Upon timely written notice from the DISTRICT, PROVIDER shall defend the DISTRICT in any such action or proceeding brought against DISTRICT.
- B. The foregoing provision shall not be deemed a waiver of any kind of applicable limitations of liability to third parties provided or available to DISTRICT.

VIII. RELATIONSHIP OF THE PARTIES

PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of this Contract, including attachments, shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect. The parties agree to attempt to renegotiate in good faith any provision deemed invalid because it is contrary to state or federal law.

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- B. **With Cause.** If either party to this Contract defaults or fails to perform any portion of the Contract, the non-defaulting party may cancel the Contract on ten (10) days' notice.
- C. **Default by PROVIDER.** Unless excused by DISTRICT default, or DISTRICT waiver of default, any of the following occurrences shall constitute default on the part of PROVIDER.
 - 1. Failure to provide the services listed.
 - 2. Failure to submit accurate attendance records or any falsification of attendance records or invoices.
 - 3. Failure to comply with legal requirements or applicable DISTRICT policies and procedures.
 - 4. Failure to provide requested information about financial status.
 - 5. Making material misrepresentations either in the attachments or in any other provisions or conditions relied upon by DISTRICT in the making of this Contract.
 - 6. Failure to comply with all applicable health, safety, and civil right laws.
- D. **Default by DISTRICT.** Unless excused by PROVIDER default, or PROVIDER waiver of default, the persistent or repeated failure or refusal by the DISTRICT to pay any uncontested amount to PROVIDER within thirty-five days of DISTRICT'S receipt of an acceptable invoice constitutes DISTRICT default.
- E. **Steps After Notice of Cancellation.** After receipt of notice of cancellation, and except as otherwise directed, PROVIDER shall discontinue provision of services on that date or on the date specified in the notice of cancellation and follow all other DISTRICT directives. PROVIDER shall maintain all relevant records.

XI. REMEDIES

- A. **No Obligation to Pay.** The DISTRICT shall not be obligated to pay for services provided in an unsatisfactory manner, provided that, prior to refusing to pay for such service, the DISTRICT shall give PROVIDER at least thirty (30) days notice of its dissatisfaction. If, in that 30-day period, PROVIDER alters its service to the DISTRICT'S satisfaction, then there shall be no interruption in payment.

- B. **Liability for Damages and Rights to Set Off.** Notwithstanding the above, PROVIDER, shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of this Contract by PROVIDER, and the DISTRICT may withhold payments to PROVIDER for the purpose of set-off.
- C. **Nonexclusive Remedy.** Any right or remedy provided in this Contract is not the exclusive right or remedy of either party for any default by the other party, but is in addition to any other right or remedy hereunder or allowed by law or equity.
- D. **No Waiver.** Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

Sarah King
Administrator of Compliance-NCLB
School District 152
2410 14th St S
Moorhead, MN 56560

FOR PROVIDER

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received. Any notice delivered by hand shall be deemed received upon actual delivery.

XII. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect of the principles of conflict of laws. All proceedings related to the Contract shall be venue in the State of Minnesota.

XIV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract

IN WITNESS WHEREOF, the parties executed this Contract as the date and year first written below.

SCHOOL DISTRICT 152

PROVIDER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This instrument was acknowledged before me on _____, 2009, by
of _____, who being duly sworn, represents and warrants
that he/she is authorized by law and all necessary board action to
execute this Contract on behalf of the cooperation/organization,
intending this Contract to be legally binding obligation of the
corporation/organization.

Notary Public

An Equal Opportunity Employer

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



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.081R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: January 5, 2010

SUBJECT: January 11 Dialogue

Principal Anne Moyano will provide an update related to S.G. Reinertsen Elementary School at the January 11 School Board meeting. The attached document provides information related to the school's goals and programming.

LAK:mde
Attachment

S.G. Reinertsen Elementary 2009-2010 School Improvement Report

Goals

1. S. G. Reinertsen Elementary staff will improve student math skills and knowledge so that 80% of third through fifth grade students demonstrate proficiency on the 2010 MCA-II math assessment.
2. S. G. Reinertsen Elementary staff will improve student reading skills and knowledge so that 82% of third through fifth grade students demonstrate proficiency on the 2010 MCA-II reading assessment.
3. 100% of SGR students, when interviewed, will correctly state the 3 school rules. When incident reports are totaled on May 14, 2010, 80% of SGR students will have received no major incident reports for the year.

Percent of Students Proficient on MCA - II

	2005-06	2006-07	2007-08	2008-09
Math	70	76	81	76
Reading	81	82	83	74

In May 2009, 40% of students sampled stated the 3 school rules.

Core Instruction

- Each grade level has a reading and math improvement goal and action plans for meeting the goals.
- Most after-school professional development hours are dedicated to the action plan steps.
- Four of eight annual collaborative meetings for grade level teams address the results of core reading instruction and strategies for improving differentiated core reading instruction.
- Classroom teachers are progress monitoring selected at-risk students who are not receiving supplemental or intensive reading interventions or special education reading instruction.

Supplemental and Intensive Interventions

- The daily schedule has been improved to align all reading support services with each grade level's designated intervention time block.
- Classroom teachers and support personnel have received training in proven reading interventions.
- Support personnel are progress monitoring in reading.

- Classroom teachers and several special education teachers are receiving training or implementation support in AVMR (math recovery).
- Two teachers are completing Math Recovery training and Math Recovery has been incorporated into the after-school Excel program.
- Four of eight annual collaborative meetings for grade level teams address intervention results for individual students.

Positive Behavior and Intervention Supports (PBIS)

Our goals are to:

- Focus on acknowledging students for consistent positive behavior
 - rocks and rockstar slips
 - monthly totals
 - school-wide celebrations
- Teach behavior expectations as specific skills with expectations clearly outlined for students. Skills are taught in relation to real-life situations.
 - teaching matrix
 - class passport
- * Engage students in problem solving when problem behaviors occur
 - problem-solving forms
- Implement routines and language that are consistent throughout the school
 - posters and signs
 - voice level posters
 - extending Second Step lessons beyond counseling lessons

At a weekly team meeting, student incident reports are reviewed. When a student reaches the threshold of three major behavior incidents, the classroom teacher is contacted to begin planning a behavior intervention. Data is collected on the effectiveness of the intervention with a more intensive intervention put into place if the behavior does not decrease in intensity or frequency.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.082R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: January 4, 2010

SUBJECT: Kindergarten Plus (K+) Program Update

Lauri Winterfeldt will provide an update related to the K+ Program at the January 11 School Board meeting. Attached you will find financial information that will also be discussed.

LAK:mde
Attachment

Kindergarten Plus Financial Information January 6, 2010

Revenue	\$172,686
Expenses	
Teacher Salaries	\$111,162
Para/lunch salaries	\$61,068
Equipment	\$2,500
Total Expenses	\$174,730

This is a snapshot as of January 6, 2010. The revenue side of frequently changes as students come and go and as families change payment categories as a result of unemployment or other unforeseen factors.


The expense side has become consistent now that we've added the staff we've needed for lunchroom supervision and paraprofessional support.



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.097 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: January 5, 2010

SUBJECT: 2009-11 Teachers' Master Contract

After 11 negotiating sessions, including two sessions with a mediator from the Bureau of Mediation Services, a tentative agreement was reached on January 1, 2010 with Education Moorhead. The contract covers the period from July 1, 2009 through June 30, 2011. Because the tentative agreement was reached through the mediation process, the terms of the agreement are not considered public; details of the tentative agreement will be made public at the January 11, 2010 School Board meeting.

Suggested Resolution: Move to approve the 2009-11 Teachers' Master Contract as presented.

WAK:mde



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.067

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ron Melsen, Director of Human Resources

DATE: January 4, 2010

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.

This has been an annual process to examine programs and positions in the district and is a reasonable and prudent method to insure revenue and expenditures are in line with one another.

SUGGESTED RESOLUTION: Move to direct the administration to recommend reductions in programs and positions as needed to reduce expenditure's 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 # 152 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 and potential revenue reduction**), 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.10.083R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: January 4, 2010

SUBJECT: Race to the Top (RTTT) Program Memorandum of Agreement

Attached please find the Memorandum of Agreement for the State Educational Agency (Minnesota Department of Education) and Local Educational Agency (Moorhead Area Public Schools) Race to the Top (RTTT) Program grant submission. The district must indicate intent to participate by signing the Memorandum of Agreement by January 13.

This plan has the potential to improve student learning and achievement. High quality professional development is key to improving student success. Participation in this program will allow our teachers and administrators to work together to develop plans for evaluation and professional development.

The Q Comp program is an essential component of the grant. Our administration and teachers have been exploring the Q Comp program. Our district has made progress in many aspects of the grant, for example, in using standards and common assessments, data systems to direct instruction, teacher mentorship and collaboration, and professional development. This grant will allow continued progress and development of research-based practice.

The Memorandum of Agreement does not lock in participation. If the State of Minnesota receives a grant, the district may opt out with a 30-day notice. This provides our district the opportunity to see the exact requirements, the actual funding available and the restrictions on the use of funding before making the final commitment.

Suggested Resolution: Move to enter into the Memorandum of Agreement with the Minnesota Department of Education to support the Race to the Top grant.

LAK:mde
Attachment

**Memorandum of Agreement
State Educational Agency and Local Educational Agency
Race to the Top Program**

State Educational Agency: Minnesota Department of Education
Local Educational Agency: Moorhead Area Public Schools
[Insert name of LEA above]

STATEMENT OF PURPOSE

The purpose of this Agreement is to establish the responsibilities of the State Educational Agency ("SEA") and Local Educational Agency ("LEA") as required under the federal Race to the Top ("RTTT") program. The RTTT program is part of the American Recovery and Reinvestment Act of 2009. This Agreement outlines the responsibilities and roles of a participating LEA in the implementation of an approved RTTT program. The SEA will be notified in April 2010 by the United State Department of Education ("USDE") if the grant is awarded, and implementation will begin with the 2010-11 school year.

Minnesota Department of Education ("MDE") requires that all LEAs in Minnesota that plan to participate in the RTTT Program sign and return this Memorandum of Agreement by January 13, 2010. MDE will not accept Agreements after the stated deadline. A signed Agreement is null and void if the SEA is not awarded RTTT grant funds.

SCOPE OF WORK

The Scope of Work is found in Exhibits 1, 2, 3 and 4 of the Agreement.

PARTICIPATING LEA REQUIREMENTS

In assisting the SEA in implementing the tasks and activities in the State's RTTT plan, the Participating LEA sub-grantee will:

1. Implement the LEA plan as identified in Exhibits 1, 2, 3 and 4 of this Agreement;
2. Actively participate in all relevant meetings and events that are organized and sponsored by the SEA or USDE, which will include progress of the RTTT plan and other related matters;
3. Post to any website specified by the SEA or USDE, in a timely manner, all non-proprietary products and lessons developed using funds of this grant conducted by the SEA or USDE; and
4. Be responsive to the SEA or USDE requests for information including the status of the project, project implementation, outcomes or problems anticipated or encountered.

STATE RESPONSIBILITIES

In assisting Participating LEA in implementing their tasks and activities described in the State's Race to the Top application, the State grantee will:

1. Work collaboratively with and support the Participating LEA in carry out the LEA plan as identified in Exhibits 1, 2, 3 and 4 of this Agreement;
2. Timely distribute the LEA's portion of the Race to the Top grant funds during the course of the project period and in accordance with the LEA plan;
3. Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products; and
4. Identify sources of technical assistance for the RTTT plan.

JOINT RESPONSIBILITIES

1. The SEA and the Participating LEA will each appoint a key contact person for the RTTT program and will remain in frequent contact should the SEA receive grant funding from USDE;
2. SEA and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the entire grant period; and
3. SEA and Participating LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's RTTT grant, even the SEA plan or LEA plan require modifications.

SEA RECOURSE FOR LEA NON-PERFORMANCE

The SEA may cancel this Agreement if the SEA finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The SEA may take action to protect the interests of the state of Minnesota, including refusal to disburse additional funds. SEA enforcement provisions are also outlined in 34 CFR section 80.43. to CFR section 80.43.

ASSURANCES

The Participating LEA hereby certifies and represents that it:

1. Has the requisite power and authority to execute the MOA;
2. Is committed to implement the LEA RTTT plan;
3. Agrees to participate and implement the mandatory provisions of the RTTT plan, as outlined in Exhibit 1.
4. Will provide a Final Scope of Work to be attached to this Agreement as Exhibit 4 only if the SEA's RTTT application is approved and funded and will do so within 90 days after the grant is awarded in the form and manner prescribed by the SEA; and
5. Will comply with all the terms of the RTTT grant and all applicable Federal and State laws and regulations, including laws and regulation applicable to RTTT, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

MODIFICATIONS

This Agreement may be amended by written agreement signed by each of the parties involved, and in consultation with USDE.

DURATION/TERMINATION

This Agreement shall be canceled by the SEA or LEA at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such cancellation, the LEA shall be entitled to payment, determined on a pro rata basis, for work or services performed to the SEA's satisfaction.

SIGNATURES

LEA Superintendent (or equivalent authorized signature) – required

Signature / Date

Lynne Kovash/Superintendent
Print Name / Title

Chair of School Board – optional but strongly encouraged

Signature / Date

Kris Thompson/ Chair of School Board
Print Name / Title

Local Representative of Teachers – optional but strongly encouraged

Signature / Date

Jeff Offutt/President-Education Moorhead
Print Name / Title

Authorized State Official – required

Signature / Date

Print Name / Title

Exhibit 1. LEA RTTT PARTICIPATION WORKSHEET

RTTT Elements of State Reform Plan	MN-Specific State Reform Plan Elements aligned with RTTT Elements guidance	LEA Participation (yes or no)	State RTTT Participation Requirement (mandatory or optional)	Comments from LEA
Standards and Assessments				
B(1) Developing and adopting common standards		Yes	- Adopting Common Core Standards is mandatory for participating and non-participating LEAs.	Teachers have worked with both state and national frameworks in reading and mathematics.
B(2) Developing and implementing common, high-quality assessments		Yes	- Administering common, high-quality assessments developed through state participation in a consortium is mandatory for participating and non-participating LEAs. - Participating LEAs will receive additional support including additional funding to administer up to 6 interim assessments per student.	Moorhead Area Public Schools has been working toward common assessments at the elementary, middle and high school in the area of reading and mathematics.
B(3) Supporting the transition to enhanced standards and high quality assessments	- Participating LEAs will receive additional support including: additional funding to administer up to 6 interim assessments per student; Professional Development and curricular frameworks	Yes	- Mandatory for participating LEA	Professional development through Professional Learning Communities assists teachers in using assessment as related to instruction.

RTTT Elements of State Reform Plan	MN-Specific State Reform Plan Elements aligned with RTTT Elements guidance	LEA Participation (yes or no)	State RTTT Participation Requirement (mandatory or optional)	* Comments from LEA
Standards and Assessments Competitive Grant opportunity	- Competitive grants to increase enrollment of high-poverty and minority students populations in rigorous coursework in Advanced Placement and/or International Baccalaureate programming	Yes	- Participating LEAs can indicate interest in applying or choose to apply for grant funding during RTTT implementation period.	Moorhead has been involved in grants previously. Federal stimulus funding has been set aside to continue work in raising academic achievement for all students.
Data Systems				
C(1). Fully implementing a statewide longitudinal data system	- Submit data necessary to comply with the America COMPETES Act in implementation of a data longitudinal system.	Yes	- Mandatory for participating and non-participating LEA; participating LEA will receive access to additional support.	The district data system has been a strong support in the work of teachers and administrators.
C(2). Accessing and using State data; C(3)(i) Use of local instructional improvement systems; C(3)(iii) Availability and accessibility of data to researchers	- Ensure teachers and principals have access to enhanced Educator and Parent Portals; provide feedback on portal; manage user authentication of portal; and provide information and training to district staff to ensure security. - SEA to provide access to aggregate data for researchers approved through P-20 Governing Council	Yes	- Mandatory for participating and non-participating LEA; participating LEA will receive access to additional support.	District data systems have provided information for teachers and administrators. Teacher leadership has been instrumental in moving forward with the data system and assisting teachers in using assessment information.

RTTT Elements of State Reform Plan	MN-Specific State Reform Plan Elements aligned with RTTT Elements guidance	LEA Participation (yes or no)	State RTTT Participation Requirement (mandatory or optional)	* Comments from LEA
C(3)(ii) Professional development on use of data	- Engage and use Data Coaches to analyze data, train educators, and build capacity; use interim assessments to drive instructional improvements; take action as appropriate in the Minnesota Early Indicator System for students; and provide teachers with information regarding online resources.	Yes	- Mandatory for participating LEA	Teacher leadership has been instrumental in using assessment systems in our district.
Great Teachers and Leaders				
D(1). Use of alternative pathways for teachers and principals		No	- Optional for participating LEAs	This has not been a need at this time.
D(1). Develop local plans to address anticipated teacher and principal shortages		Yes	- Mandatory for participating LEA with current or anticipated teacher and/or principal shortages	Continue collaborative work with local post secondary institutions
D(2)(i) Measure student growth	- Utilize MN growth model to measure student growth for all applicable subject areas and develop additional metrics for other subjects as-needed	Yes	- Mandatory for participating LEA	District data team will work with the growth model and additional metrics for student growth

RTTT Elements of State Reform Plan	MN-Specific State Reform Plan Elements aligned with RTTT Elements guidance	LEA Participation (yes or no)	State RTTT Participation Requirement (mandatory or optional)	* Comments from LEA
D(2)(ii) Design and implement evaluation systems	- Use of state-recommended or locally-developed and state-approved evaluation system.	Yes	- Mandatory for participating LEA	Goal to have locally adopted system at start of 2010-2011 school year
D(2)(iii) Conduct annual evaluations	- Participate in the described enhanced state Q Comp program for RTTT by the 2012-13 school year and meet all guidelines as required by RTTT plan.	Yes	- Mandatory for participating LEA	Work with local teacher association to develop program.

RTTT Elements of State Reform Plan	MN-Specific State Reform Plan Elements aligned with RTTT Elements guidance	LEA Participation (yes or no)	State RTTT Participation Requirement (mandatory or optional)	* Comments from LEA
D(2)(iv)(a) Use evaluations to inform professional development D(2)(iv)(b) Use evaluations to inform compensation, promotion, and retention D(2)(iv)(c) Use evaluations to inform tenure and/or full certification D(2)(iv)(d) Use evaluations to inform removal	<ul style="list-style-type: none"> - Develop and participate in full spectrum Peer Assistance and Review (PAR) program - Participate in the state Q Comp program by the 2012-13 school year and meet all guidelines as required by RTTT plan. - Utilize Q Comp evaluation data in tenure decisions - Refer teachers who want to enhance already strong skills or who earn an "ineffective" rating to PAR program which will make next step recommendation after one year of support - New tiered teacher licensure system. - Redesign of principal preparation, licensure, and professional development 	YES	<ul style="list-style-type: none"> - Mandatory for participating LEA. New multi-tiered licensure system required for all LEAs. - Participating LEAs will receive additional supporting including funding to implement Peer Assistance and Review Program (PAR), and professional development supports. 	Work with local teacher association to develop program.
D(2), D(3) and D(4). Report teacher and principal evaluation and student growth and achievement data to SEA		Yes	- Mandatory for participating and non-participating LEA	

RTTT Elements of State Reform Plan	MN-Specific State Reform Plan Elements aligned with RTTT Elements guidance	LEA Participation (yes or no)	State RTTT Participation Requirement (mandatory or optional)	Comments from LEA
D(3) Ensuring equitable distribution of effective teachers and principals – D(3)(i)) High-poverty and/or high-minority schools D(3)(ii) Hard-to-staff subjects and specialty areas	- Competitive grant funding for LEAs to develop more flexible HR practices and equitable distribution of teachers in high-poverty and/or high-minority schools and hard-to-staff subjects and specialty areas	Yes	- Participating LEAs can indicate interest in applying or choose to apply for grant funding during RTTT implementation period after baseline data is established	
D(5). Providing effective support to teachers and principals – D(5)(i) Quality professional development	- Train teachers and principals on how to use student data to improve instruction	Yes	- Mandatory for participating and non-participating LEA - Participating LEA will receive access to additional support.	Support provided through teacher leadership (coaching) and Professional Learning Communities. Will work to strengthen and improve system and accountability.
D(5). Providing effective support to teachers and principals – D(5)(i) Quality professional development D(5)(ii) Measure effectiveness of professional development	- Teachers: Develop and participate in Peer Assistance and Review program (full spectrum program provides high-quality training for teachers self-select into opportunities to drive personal development). - Support TSP induction model practices for new teachers - Principals: Participate in Minnesota Principal Academy	Yes	- Mandatory for participating LEA	Same as above.

RTTT Elements of State Reform Plan	MN-Specific State Reform Plan Elements aligned with RTTT Elements guidance	LEA Participation (yes or no)	State RTTT Participation Requirement (mandatory or optional)	* Comments from LEA
D(5). Report the effectiveness of different supports and uses of assessment data		Yes	- Mandatory for participating LEA	
Turning Around the Persistently Lowest-Achieving Schools				
E(2) Turning Around the Persistently Lowest-Achieving Schools	- E(2). Collaborate with OTAS to diagnose and implement turnaround strategies for local schools identified by the state of Minnesota and OTAS	Yes or N/A	- Mandatory for participating LEA with identified by the state as having persistently low performing school(s)	This is not applicable for the district. However, we are interested in research and data regarding the strategies and their effectiveness.

S-MQ-BOS
25 Jan 2010

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

January 25, 2010

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 _____
Sonia Mayo Hohnadel _____	Dr. Lynne A. Kovash _____

AGENDA

1. **CALL TO ORDER**

- A. Pledge of Allegiance
- B. Preview of Agenda - Dr. Lynne A. Kovash, Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

We Are Proud of the Moorhead School Board for receiving the MSBA District Award of Distinction. Districts achieve this award when a majority of their school board members have completed enough hours of training to receive either the MSBA Directors' Award or President's Award. The Moorhead School Board was recognized at the 2010 MSBA Leadership Conference on January 14, 2010.

We Are Proud of Moorhead School Board member Bill Tomhave who has been honored by the Minnesota School Boards Association with the President's Award for 2009-2010. The award recognizes those who complete 300 or more hours of attendance at MSBA and NSBA sponsored meetings and activities. Tomhave was recognized at the 2010 MSBA Leadership Conference on January 14, 2010.

SCHOOL BOARD AGENDA - January 25, 2010

PAGE 2

We Are Proud of the Moorhead High School boys cross country team which placed first in the Section 8AA Championship on Oct. 29, 2009, in Little Falls, Minn., and qualified for the state meet. Lukas Gemar was the individual section champion. At the state meet, the boys cross country team finished seventh, which ties the second highest finish in school history. Team members are Nick Geraghty, Jacob Geraghty, Ezra Olson, Lukas Gemar, Josh Young, Derrick Nelson, Dan Sederquist, Matt Nicolai and Christian Larson. Tom Dooher is head coach, and Jeremy Blake is assistant coach.

We Are Proud of the Moorhead High School girls cross country team which placed first in the Section 8AA Championship on Oct. 29, 2009, in Little Falls, Minn., and qualified for the state meet. The girls cross country team placed 12th at the state meet. Taylor Janssen placed 20th at state and earned All-State honors. Team members are McCall Ostlie, Morgan Christian, Taylor Janssen, Mackenzie Randklev, Ashley Kassenborg, Kaylee Litch, Taylor Polomny, Kelly Brammer and Karlee Richards. Tom Dooher is head coach and Jeremy Blake is assistant coach.

We Are Proud of Horizon Middle School students who were selected for this year's Grades 7-8 Girls Anacrusis All State Honor Choir. They are Ashlea Brenna, Rachel Rosson and Maddison Timm. The students auditioned and 100 were selected out of 300 students from around the state. The Anacrusis choirs, which are sponsored by the Minnesota chapter of the American Choral Directors' Association, rehearsed and performed in Mahtomedi, Minn., on Nov. 21. Terrie Lura is the choir teacher at Horizon Middle School.

- E. Matters Presented by Citizens/Other Communications (Non-Agenda Items)
(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School Board secretary.)

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. SUPERINTENDENT MATTERS - Kovash

B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak

SCHOOL BOARD AGENDA - January 25, 2010

PAGE 3

C. HUMAN RESOURCES MATTERS - Nielsen

- (1) Approval of Change in Contract - Page 5
- (2) Approval of Resignation - Page 6
- (3) Approval of New Employees - Page 7

D. LEARNER SUPPORT SERVICES MATTERS - Skarvold

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

Moved by _____ Seconded by _____

Comments _____

3. FISCAL YEAR 2010 REVISED AND FISCAL YEARS 2011 AND 2012 PROJECTED

BUDGETS: Kazmierczak

Page 8

Suggested Resolution: Move to approve the Fiscal Year 2010 Revised Budget as presented.

Moved by _____ Seconded by _____

Comments _____

4. CLOSE PUBLIC MEETING: Thompson

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 _____

5. OPEN PUBLIC MEETING: Thompson

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

Moved by _____ Seconded by _____

Comments _____

6. COMMITTEE REPORTS

7. OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD

8. ADJOURNMENT

SCHOOL BOARD AGENDA - January 25, 2010**PAGE 4****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Activities Council	January 26	7 am	MHS
Technology Committee	January 26	3:45 pm	PCE
Staff Development Com	February 1	3:30 pm	PCE
Asp PTAC	February 1	6:30 pm	Media Center
Reinertsen PTAC	February 1	6:30 pm	Media Center
Policy Review Committee	February 1	7 pm	PCE
Moorhead High School PTAC	February 1	7 pm	MHS
Continuing Education Com	February 2	6:45 am	Village Inn
Indian Education Parent Com	February 3	5 pm	PCE
Joint Powers Committee	February 4	7 am	PCE
Horizon PTAC	February 4	7 pm	Media Center
School Board	February 8	7 pm	PCE
Com Ed Advisory Council	February 9	6:30 am	PCE
Hopkins PTAC	February 9	6:30 pm	Media Center
Staff Prof Dev Before/After Schl	February 10		
Instruction and Curr Adv Com	February 11	7 am	PCE
Presidents' Day - No School	February 15		
Grds 9-12 P/T Conferences	February 16, 18	5-8:30 pm	MHS/RRALC
Interagency Early Interv Com	February 17	12 pm	FSC
Supt's Advisory Council	February 18	7 pm	PCE
Safe and Healthy Learners Com	February 22	3 pm	PCE
School Board	February 22	7 pm	PCE
Technology Committee	February 23	3:45 pm	PCE
Title I Parent Advisory Com	February 23	5:30 pm	PCE



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.072

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Jensen, Director of Human Resources
DATE: January 19, 2010
RE: Change in Contract

The administration requests approval of Change in Contract for the following person:

Jeremy Blake Assistant Boys & Girls Cross Country Coach to Head Boys & Girls Cross
Country Coach, .050 Boys and .050 Girls Step 9, High School, effective for the
2010-2011 season.

SUGGESTED RESOLUTION: Move to approve the Change in Contract for Jeremy Blake.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.073

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: January 19, 2010
RE: Resignation

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

Vicki Krenz Certified Occupational Therapy Assistant, District, effective January 29, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Vicki Krenz as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.071

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: January 19, 2010
RE: New Employees

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

RaeAnn Kaczmariski	Paraprofessional, S. G. Reinertsen Elementary, B21 (3) \$14.26 per hour, 6.5 hours per week, effective January 15, 2010. (Replaces Angela Caron)
Kevin Feeney	Physical Education, High School, MA (10) \$25,002.90 effective on January 27, 2010. (Replaces Charles Gulsvig)
Kevin Feeney	Head Football Coach, High School, .120 step 7, \$5,161.00 effective for the 2010-2011 season. (Replaces Rick Eidsness)

SUGGESTED RESOLUTION: Move to approve the employment of RaeAnn Kaczmariski and Kevin Feeney as presented.



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.099 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent *W. Kazmierczak*

DATE: January 19, 2010

SUBJECT: Fiscal Year 2010 Revised and Fiscal Years 2011 and 2012 Projected Budgets

At the January 25, 2010 School Board meeting, a revised fiscal year 2010 budget will be presented to the School Board for approval. In addition, projected fiscal year 2011 and 2012 budgets will be discussed. Discussion materials and documents will be finalized following an Executive Finance Committee meeting on January 21.

Suggested Resolution: Move to approve the Fiscal Year 2010 Revised Budget as presented.

WAK:mde

S-M9-B05
8 Feb 2010

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

February 8, 2010
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 _____
Sonia Mayo Hohnadel _____	Dr. Lynne A. Kovash _____

AGENDA

1. **CALL TO ORDER**

- A. Pledge of Allegiance
- B. Preview of Agenda - Dr. Lynne A. Kovash, Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

We Are Proud of the Moorhead School Board for receiving the MSBA District Award of Distinction. Districts achieve this award when a majority of their school board members have completed enough hours of training to receive either the MSBA Directors' Award or President's Award. The Moorhead School Board was recognized at the 2010 MSBA Leadership Conference on January 14, 2010.

We Are Proud of Moorhead School Board member Bill Tomhave who has been honored by the Minnesota School Boards Association with the President's Award for 2009-2010. The award recognizes those who complete 300 or more hours of

SCHOOL BOARD AGENDA - February 8, 2010

PAGE 2

attendance at MSBA and NSBA sponsored meetings and activities. Tomhave was recognized at the 2010 MSBA Leadership Conference on January 14, 2010.

- E. Matters Presented by Citizens/Other Communications (Non-Agenda Items)
(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School Board secretary.)

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. SUPERINTENDENT MATTERS - Kovash
(1) Approval of January 11, 2010 Special Meeting Minutes and January 11 and 25, 2010 Regular Meeting Minutes - Pages 5-13
- B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak
(1) Approval of February Claims - Page 14
(2) Acceptance of Donations - Page 15
- C. HUMAN RESOURCES MATTERS - Nielsen
(1) Approval of Family/Medical Leave - Page 16
(2) Approval of Leave of Absence - Page 17
(3) Approval of New Employees - Page 18
- D. LEARNER SUPPORT SERVICES MATTERS - Skarvold

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

SCHOOL BOARD AGENDA - February 8, 2010
PAGE 3

of programs and issues.)

Update on Ellen Hopkins Elementary School Goals - Kovash
Pages 19-39

4. **SCHEDULE TRI-CITY SPECIAL SCHOOL BOARD MEETING:** Kovash
Page 40

Suggested Resolution: Move to schedule a Tri-City Special School Board meeting for Monday, March 1, 2010 at 5:30 p.m. at the Trollwood Performing Arts School for the purpose of networking around specific topics related to our communities.

Moved by _____ Seconded by _____
Comments _____

5. **COMMITTEE REPORTS**
6. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**
7. **ADJOURNMENT**

SCHOOL BOARD AGENDA - February 8, 2010**PAGE 4**CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Com Ed Advisory Council	February 9	6:30 am	PCE
Hopkins PTAC	February 9	6:30 pm	Media Center
Staff Prof Dev Before/After Schl	February 10		
Instruction and Curr Adv Com	February 11	7 am	PCE
Presidents' Day - No School	February 15		
9-12 P/T Conferences	February 16, 18	5-8:30 pm	MHS/RRALC
Interagency Early Interv Com	February 17	12 pm	FSC
Supt's Advisory Council	February 18	7 pm	PCE
Safe and Healthy Learners Com	February 22	3 pm	PCE
School Board	February 22	7 pm	PCE
Technology Committee	February 23	3:45 pm	PCE
Title I Parent Advisory Com	February 23	5:30 pm	PCE
Tri-City Special School Board	March 1	5:30 pm	TPAS
Asp PTAC	March 1	6:30 pm	Media Center
Reinertsen PTAC	March 1	6:30 pm	Media Center
Moorhead High School PTAC	March 1	7 pm	Conf Rm
Policy Review Committee	March 1	7 pm	PCE
Continuing Educ Com	March 2	3:30 pm	PCE
Indian Educ Parent Com	March 3	5 pm	PCE
Joint Powers Committee	March 4	7 am	PCE
Horizon PTAC	March 4	7 pm	Media Center
Hopkins PTAC	March 8	6:30 pm	Media Center
School Board	March 8	7 pm	PCE
Prof Dev Before/After School	March 10		
Instruction and Curr Adv Com	March 11	7 am	PCE
Early Childhood Adv Com	March 11	6:30 pm	PCE
Kind P/T Confs	March 15, 16	Day	
K-8 P/T Confs	March 15, 16	5-8:30 pm	
Community Ed Adv Council	March 16	6:30 pm	PCE
K-8 P/T Confs	March 17	8-11 am, 12-4 pm	
Interagency Early Interv Com	March 17	12 pm	FSC
School Board	March 22	7 pm	PCE
Technology Committee	March 23	3:45 pm	PCE
Prof Dev Before/After School	March 24		
Spec Educ Parent Adv Com	March 25	12 pm	PCE
Activities Council	March 30	7 am	PCE

**SPECIAL MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
JANUARY 11, 2010
PAGE 1**

MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Sonia Mayo Hohnadel, Mike Siggerud, Kristine Thompson, Bill Tomhave, and Lynne Kovash.

MEMBER ABSENT: None.

CALL TO ORDER: Chair Thompson called the meeting to order at 6:00 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Kovash recommended the agenda proceed as presented.

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

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

CLOSE PUBLIC MEETING: Tomhave moved, seconded by Hohnadel, to close the public meeting at 6:01 p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies. Motion carried 7-0.

OPEN PUBLIC MEETING: Tomhave moved, seconded by Fagerlie, to open the public meeting at 6:40 p.m. Motion carried 7-0.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 6:41 p.m.

Cindy Fagerlie, Clerk

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
JANUARY 11, 2010
PAGE 1**

MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Sonia Mayo Hohnadel, Mike Siggerud, Kristine Thompson, Bill Tomhave, and Dr. Lynne A. Kovash.

MEMBERS ABSENT: None.

CALL TO ORDER: Chair Thompson called the meeting to order at 7:01 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Kovash recommended the agenda proceed with a revision to page six and the replacement of page 68.

APPROVAL OF AGENDA: Tomhave, seconded by Siggerud, to approve the agenda as amended. Motion carried 7-0.

WE ARE PROUD:

We Are Proud of Rebecca Meyer-Larson, Moorhead High School theater teacher, for being named the 2009 Outstanding Individual in Communications and Theater by the Communication and Theater Association of Minnesota. This award recognized individuals who have made significant contributions to communication and/or theater arts in Minnesota and those individuals who have used the arts of communication and/or theater to make significant contributions to their professions and/or society. Meyer-Larson received her award at the CTAM conference in Rochester, Minn., in October.

We Are Proud of the 2010 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 2010 Teacher of the Year Building Representatives are:

- Sarah Martin, fourth-grade teacher at Ellen Hopkins Elementary
- Becky Wolford, second-grade teacher at Robert Asp Elementary
- Maggie Hanson, speech-language pathologist at S.G. Reinertsen Elementary
- Louie Lauer, sixth-grade social studies teacher at Horizon Middle School
- Marti Johnson, EBD teacher at Moorhead High School

We Are Proud of Ronda Buysse, early childhood special education teacher for Early Intervention Services at Probstfield Center for Education, for being named the 2010 Moorhead Teacher of the Year. Buysse taught early childhood family education with the Clay County Coordinated Preschool Program for two years, taught in Detroit Lakes for a year, and has taught with Early Intervention Services since 1991. During that time, EIS, which originally served all of Clay County, became a district program serving children in the Moorhead School District. Buysse is a member of the Council for Exceptional Children, and she serves on the district staff

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development committee and as a building representative for Education Moorhead member rights. She has received training in challenging behaviors as part of a district team and has provided training related to antecedent behavioral strategies.

We Are Proud of Dan Bacon, director of property services and transportation for the Moorhead Area Public Schools, for being named 2009-10 Transportation Administrator of the Year by the Minnesota Association for Pupil Transportation. The award is presented annually to an individual who exemplifies the MAPT mission to assist school districts in providing safe and efficient transportation by developing a working relationship with the total school system to foster the progress and improvement of the educational program. Bacon was nominated for both his work in the district as well as for his efforts in the community during the 2009 flood fight. Bacon was recognized at the MAPT winter conference on Jan. 8, 2010.

We Are Proud of Orella Olson, Reading Recovery teacher at S.G. Reinertsen Elementary, for being named Minnesota's Reading Recovery Teacher of the Year. The University of South Dakota Reading Recovery Training Center reviewed National Data Evaluation Center data to choose the "Excellence Has a Name" teachers for each state.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Minutes - Approve the December 14, 2009 meeting minutes as presented.

Claims - Approve the December Claims, subject to audit, in the amount of \$1,112,692.78.

General Fund:	\$1,002,022.52
Food Service Fund:	\$88,557.12
Community Service Fund:	\$22,113.14
TOTAL	\$1,112,692.78

Other Leave of Absence

Lisa Schmidt - Paraprofessional, Moorhead High School, from January 11, 2010 through March 19, 2010.

Family/Medical Leaves

Jessica Rieniets - Teacher, Ellen Hopkins Elementary, from approximately April 14, 2010 through June 9, 2010.

Barb Larson - Paraprofessional, Robert Asp Elementary, beginning January 20, 2010 for four weeks.

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Extension of Family/Medical Leave

Catherine Johnson - 3rd Grade Teacher, S.G.Reinertsen, effective through February 19, 2010.
Original request was through January 22, 2010.

Resignations

Leia Fogel - Tutor/Mentor, Indian Education Program, effective December 18, 2009.
Ryan Hase - Application Systems Administrator, Probstfield Center for Education, effective January 8, 2010.
Marla Anderson - Paraprofessional, Adult Basic Education, effective December 20, 2009.
Sarah Bitzer - Breakfast Supervisor, S.G. Reinertsen Elementary, effective December 23, 2009.

Change in Contract

Barb Bustamante - Cafeteria Supervisor, S.G. Reinertsen Elementary will be adding additional time of .75 hours per day to cover Breakfast Supervisor (replaces Sarah Bitzer).

New Employees

Lars Seljevoll - Moorhead High School Boys Swimming Assistant, .040 Step 0, \$1,343, effective with the 2009-2010 season (replaces Sylvette Lopez-Ruth).
Debbie Siaway - Custodian, Ellen Hopkins and S.G. Reinertsen, A12 (0-2) \$13.69 per hour, 8 hours per day, effective January 4, 2010 (replaces Conrad Bernard).

Clay County Interagency Purchase of Services Agreement - Approve the January 1, 2010 to June 30, 2010 renewal agreement with Clay County Social Services, in cooperation with Lakeland Mental Health Center, to continue mental health services to identified students and their families as part of the Clay County Mental Health and Outreach Treatment Program, not to exceed the amount of \$120,276.00.

Contracts for Supplemental Educational Services - Approve the contracts between Supplemental Educational Services providers and Moorhead Area Public Schools as follows: ATS Project Success, ClubZ, College Tutors, Tutorco, and Tutorial Services.

Motion carried 7-0.

ORGANIZATION OF THE SCHOOL BOARD:

Election of Officers: Hohnadel moved, seconded by Tomhave, to nominate the following slate of officers for the one-year term (2010) on the Moorhead School Board, and cast a unanimous ballot by acclamation:

Chairperson: Kristine Thompson
Vice Chair: Lisa Erickson
Clerk: Cindy Fagerlie

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Treasurer: Karin Dulski

Motion carried 7-0.

Committee Assignments: Chair Thompson announced no changes were requested and therefore committee assignments remain the same as determined in July 2009. Tomhave moved, seconded by Fagerlie, to approve the committee assignments as determined. 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.)

S.G. Reinertsen Elementary School Update - Principal Anne Moyano provided information regarding the following 2009-2010 School Improvement Goals: 1. Staff will improve student math skills and knowledge so that 80 percent of third through fifth grade students demonstrate proficiency on the 2010 MCA-II math assessment; 2. Staff will improve student reading skills and knowledge so that 82 percent of third through fifth grade students demonstrate proficiency on the 2010 MCA-II reading assessment; and 3. One hundred percent of students, when interviewed, will correctly state the three school rules. When incident reports are totaled on May 14, 2010, 80 percent of students will have received no major incident reports for the year.

Moyano also shared information regarding improvements to core instruction, supplemental and intensive interventions, and Positive Behavior and Intervention Supports (PBIS).

KINDERGARTEN PLUS (K+) PROGRAM UPDATE: Community Education Director Lauri Winterfeldt shared information related to how student time is spent, program planning and implementation challenges. The estimated number of students enrolled in January 2009 was 231 and the actual enrollment is 117. Expenses total \$174,730 and revenues total \$172,686. Financial representation includes 31.3 percent of students are eligible for free lunch, 16.1 percent for reduced and 52.6 percent pay the full program fee.

2009-11 TEACHERS' MASTER CONTRACT: Fagerlie moved, seconded by Erickson, to approve the Teachers' Master Contract for 2009-2011 as presented with the cost as follows:

Year	Cost	Percentage Increase (Minnesota School Boards Association Costing Method)*	Percentage Increase (District Historical Costing Method)
2009-10	727,198	N/A	2.55%
2010-11	621,867	N/A	2.13%
TOTAL	\$1,349,065	3.64%	4.68%

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* MSBA's costing model calculates only a total two-year package percentage increase.

Motion carried 7-0.

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

Dulski moved, seconded by Tomhave, to direct the administration to recommend reductions in programs and positions as needed to reduce expenditures as a result of declining enrollment and financial limitations. Motion carried 7-0.

RACE TO THE TOP (RTTT) PROGRAM MEMORANDUM OF AGREEMENT: Fagerlie moved, seconded by Hohnadel, to enter into the Memorandum of Agreement with the Minnesota Department of Education to support the Race to the Top grant. Motion carried 7-0.

COMMITTEE REPORTS: Brief reports were heard regarding the Reinertsen PTAC, Joint Powers Committee, and Early Childhood Advisory Committee meetings.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Kovash stated that a joint Moorhead, Fargo and West Fargo School Board meeting may be scheduled for March 1 to discuss the entrepreneurial program and on-time graduation rates. Additional discussions will be held between school district administration to finalize the location and details related to the meeting. Kovash requested board members to contact Michelle if they were interested in attending the MSBA Early Bird session "Dealing with Media in a Crisis" due to a cancellation and also noted MSBA travel plans would be discussed after the meeting. Board members were asked to contact Michelle prior to January 15 if they were planning to attend the January 22 Intergovernmental Retreat.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:29 p.m.

Cindy Fagerlie, Clerk

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MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Sonia Mayo Hohnadel, Mike Siggerud, Kristine Thompson, Bill Tomhave, and Dr. Lynne A. Kovash.

MEMBERS ABSENT: None.

CALL TO ORDER: Chair Thompson called the meeting to order at 7:01 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Kovash recommended the "We Are Proud" recognitions be rescheduled due to inclement weather.

APPROVAL OF AGENDA: Tomhave, seconded by Dulski, to approve the agenda as amended. Motion carried 7-0.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Change in Contract

Jeremy Blake - Assistant Boys & Girls Cross Country Coach to Head Boys & Girls Cross Country Coach, .050 Boys and .050 Girls Step 9, Moorhead High School, effective for the 2010-2011 season.

Resignation

Vicki Krenz - Certified Occupational Therapy Assistant, District, effective January 29, 2010.

New Employees

RaeAnn Kaczmariski - Paraprofessional, S.G. Reinertsen Elementary, B21 (3) \$14.26 per hour, 6.5 hours per week, effective January 15, 2010 (replaces Angela Caron).

Kevin Feeney - Physical Education, Moorhead High School, MA (10) \$25,002.90 effective on January 27, 2010 (replaces Charles Gulsvig).

Kevin Feeney - Head Football Coach, Moorhead High School, .120 step 7, \$5,161.00 effective for the 2010-2011 season (replaces Rick Eidsness).

Motion carried 7-0.

FISCAL YEAR 2010 REVISED AND FISCAL YEARS 2011 AND 2012 PROJECTED

BUDGETS: Kazmierczak provided a budget update that included financial considerations related to the State of Minnesota's projected budget deficit of \$1.2 billion for the current biennium and \$5.4 billion for the next biennium; FY10 delayed aid payment; and

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concerns over the aid payment shift for FY11 and that there is no current legislation guaranteeing the shift be repaid. He said that the FY10 revised budget (2009-10 school year) primary adjustments were due to the following: accounting of OPEB revenue based on auditor recommendations from late fall of 2009; accounting of Federal Stimulus funds (ARRA) based on auditor, Region 1 and MDE staff recommendations from fall of 2009; and adjustments for actual staffing levels, contract settlement costs, and future contract settlement assumptions. The district chose to not use one-time ARRA revenue to create long-term obligations. Beginning this fiscal year, the board will be asked to annually approve a revised budget at mid-year.

Additional financial considerations regarding the fund balance include maintaining financial stability and cash flow. A fund balance protects programs that are needed to serve children at times when revenues are uncertain, as state aid has become an unstable revenue source. Also, maintaining a fund balance ensures cash flow related to expenditure and revenue receipts that are not evenly spread throughout the year and minimizes borrowing expenses. He added that districts experience cash flow low points over the course of the year and Moorhead borrowed \$5,000,000 for the current year. The FY10 revised budget of the general fund includes revenues of \$50,213,646; expenditures of \$48,772,030; revenues over expenditures (reserved and unreserved) of \$1,441,616; an ending fund balance of \$7,038,713 (unreserved) and \$580,070 (reserved); and the ending fund balance (unreserved) percent of expenditures is 15.08.

The Executive Finance Committee recommended the following considerations for FY11 (2010-11 school year): assume a 2 percent formula, about \$617,000, based on MSBA, MREA and legislative contacts; utilize the unreserved fund balance if necessary for the 2010-11 school year to avoid further staff reductions; and, to realize the major cost containment efforts leading into FY09 and specifically FY10, along with ARRA funds and contract settlements and assumptions, have significantly changed for FY11. The committee also confirmed that for FY12 and FY13 early projections show a deficit of approximately \$1.6 million and \$2.8 million, respectively, and to assume no new revenue, including ARRA funds which are not guaranteed for the future. The next budget revision will come in June when the FY11 preliminary budget is adopted.

Erickson moved, seconded by Siggerud, to approve the Fiscal Year 2010 Revised Budget as presented. Motion carried 7-0.

CLOSE PUBLIC MEETING: Hohnadel moved, seconded by Fagerlie, to close the public meeting at 7:30 p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies. Motion carried 7-0.

OPEN PUBLIC MEETING: Tomhave moved, seconded by Hohnadel, to open the public meeting 7:58 p.m. Motion carried 7-0.

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COMMITTEE REPORTS: Brief reports were heard regarding the Hopkins PTAC and Executive Finance Committee meetings and the MSBA Annual Leadership Conference and the Intergovernmental Retreat.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:01 p.m.

Cindy Fagerlie, Clerk



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.100C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: February 3, 2010

SUBJECT: February Claims

The February claims are as follows:

General Fund	\$946,617.15
Food Service Fund	\$103,030.81
Community Service Fund	\$5,482.02
TOTAL	\$1,055,129.98

Suggested Resolution: Move to approve the February claims, subject to audit, in the amount of \$1,055,129.98.

WAK:mde



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.101 C

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Wayne A. Kazmierczak, Assistant Superintendent
DATE: February 2, 2010
SUBJECT: Donations

Moorhead Area Public Schools has received the following donations:

- Dave Grosz donated 16 historical Cho-Kio annuals to Moorhead High School. The annuals are valued at \$800.
- The Children's Ministry Team at Trinity Lutheran Church in Moorhead has donated \$500 to each of the three elementary schools of Moorhead Area Public Schools. The funds come from the children's Sunday school offering and are to be used for the basic needs of children.
- Qwest has presented Moorhead Area Public Schools with a payment of \$37.41 from the Qwest One Percent Back to Schools program. These funds are generated from parents, staff and others who have signed up to be part of a program that directs one percent of their monthly Qwest bill to the public school district of their choice for use towards technology needs of the district.

Suggested Resolution: Move to accept the included donations and direct administration to send a thank you.

WAK:mde



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.077

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: Family/Medical Leave
RE: February 2, 2010

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

Deb Ramsett Food and Nutrition 2nd Cook, Horizon Middle School, effective April 16, 2010 for approximately six to eight weeks.

SUGGESTED RESOLUTION: Move to approve the request for Family/Medical Leave for Deb Ramsett pursuant to Article 9, Section 3 of the Dietary and Food Service Agreement.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.076

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: February 2, 2010
RE: Leave of Absence

The Administration requests the approval of a one-year Leave of Absence for the following person:

Lisa Karch School Counselor, S. G. Reinertsen Elementary, effective for the 2010-2011 school year.

SUGGESTED RESOLUTION: Move to approve the one-year Leave of Absence for Lisa Karch as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.075

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: February 2, 2010
RE: New Employees

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

Andrew Larson	Night Custodian, High School, A12 (2) \$13.69 per hour, 8 hours per day, effective February 2, 2010. (Replaces Andrew Larson)
Kelsey Lund	Certified Occupational Therapist Assistant, B31 (1) \$17.68 per hour. 32.4 hours per week, effective February 16, 2010. (Replaces Vicki Krenz)
Kimberly Westendorf	Adult Basic Education Paraprofessional, B21 (0-2) \$14.05 per hour, 14 hours per week, 40 weeks per year, effective January 25, 2010. (Replaces Marla Anderson)

SUGGESTED RESOLUTION: Move to approve the employment of Andrew Larson, Kelsey Lund and Kimberly Westendorf as presented.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.086R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: February 1, 2010

SUBJECT: Update on Ellen Hopkins Elementary School Goals

Dr. Mary Jo Schmid will provide an update related to Ellen Hopkins Elementary School goals at the February 8 School Board meeting. Dr. Schmid's presentation will include updates related to school improvement, community school supplies and Spanish Immersion multi-age classrooms as attached.

LAK:mde
Attachments

Moorhead Area Public School District

School Improvement Plan Ellen Hopkins Elementary School

Vision

to be a school district where all students will become lifelong learners and productive citizens. We will work collaboratively with our community to provide the resources necessary to be a school district of excellence.

Guiding Philosophy

Continuous Improvement

District Mission Statement

To develop the maximum potential of every learner to thrive in a changing world

Core Values

- *creating a positive learning environment that values children and youth.*
- *supporting all learners.*
- *holding high standards and expectations for all learners.*
- *making research based, data driven, collaborative decisions inclusive of stakeholder perspectives.*
- *seeking continuous improvement and planning for the future.*
- *advocating for children and youth within our community and district.*
- *celebrating students and staff.*
- *promoting pride in the Moorhead community and schools.*

District Strategic Direction

- *Promote high expectations for student achievement and behavior.*
- *Enhance curriculum and instructional experiences to meet the needs of all learners.*
- *Promote a safe, healthy and respectful learning environment.*
- *Explore the effectiveness of the school day / school year.*
- *Promote arts and 21st century learning, thinking and life skills.*
- *Explore the efficacy and feasibility of all-day kindergarten.*

Goal 1: Math	The Ellen Hopkins Elementary School Staff will be increase the math proficiency of Hopkins students who are economically disadvantaged so that 55% will demonstrate math proficiency on the MCA-II by May 2010.
Goal 2: Reading	The Ellen Hopkins Elementary School Staff will be increase reading proficiency of Hopkins students who are economically disadvantaged so that 60% will demonstrate reading proficiency on the MCA-II by May 2010.
Goal 3: Other	The Ellen Hopkins Elementary School Staff will create an effective learning environment using the PBIS model for improved student behavior for all Hopkins students so that 60% will demonstrate improved behavior as demonstrated by reduced behavioral referrals by May 2010.

Section 1: School Improvement Goal
Section 1: School Improvement Goals

School Improvement Goal Detail

School Improvement Goal # 1 of 3

1.) State the goal. (use SMART format- Specific, Measurable, Achievable, Results-oriented, Target date).

The Ellen Hopkins Elementary School Staff will be increase the math proficiency of Hopkins students who are economically disadvantaged so that 55% will demonstrate math proficiency on the MCA-II by May 2010.

2.) Describe data sources consulted and a summary analysis of the data that indicate the need for the goal.

Math MCA-II Score for 2007-08 and 2008-09: Our proficiency levels of students on free and reduced lunch decreased by 20% (from 55% to 34%).

3.) Summarize how this goal will be measured. What will be the evidence of goal attainment?

Improved student learning in the area of reading by demonstrated growth on the 2009-10 MCA-II scores

Section 1: School Improvement Goals

School Improvement Goal Detail

School Improvement Goal # 2 of 3

- 1.) State the goal. (use SMART format- Specific, Measurable, Achievable, Results-oriented, Target date).**

The Ellen Hopkins Elementary School Staff will be increase reading proficiency of Hopkins students who are economically disadvantaged so that 60% will demonstrate math proficiency on the MCA-II by May 2010.

- 2.) Describe data sources consulted and a summary analysis of the data that indicate the need for the goal.**

Reading MCA-II Score for 2007-08 and 2008-09 showed similar trends: proficiency levels of students on free and reduced lunch decreased by 20% (from 60% to 40%).

- 3.) Summarize how this goal will be measured. What will be the evidence of goal attainment?**

Improved student learning in the area of reading by demonstrated growth on the 2009-10 MCA-II scores

Section 1: School Improvement Goals

School Improvement Goal Detail

School Improvement Goal # 3 of 3

- 1.) State the goal. (use SMART format- Specific, Measurable, Achievable, Results-oriented, Target date).**

The Ellen Hopkins Elementary School Staff will create an effective learning environment using the PBIS model for improved student behavior for all Hopkins students so that 60% will demonstrate improved behavior as demonstrated by reduced behavioral referrals by May 2010.

- 2.) Describe data sources consulted and a summary analysis of the data that indicate the need for the goal.**

The team analyzed the behavioral incidents reports on ISD 152 dashboard and determined that there was a need for improving the learning environment of Hopkins students within the classroom.

- 3.) Summarize how this goal will be measured. What will be the evidence of goal attainment?**

Improved classroom behavior allows for more instructional time and student time on task as demonstrated by fewer behavioral incidents reports.

Action Plan

Goal # 1 of 3 (State Goal):

A. The Ellen Hopkins Elementary School Staff will be increase the math proficiency of Hopkins students who are economically disadvantaged so that 55% will demonstrate math proficiency on the MCA-II by May 2010.

Description of Proposed Action/Activity (What is going to be done to address this goal?)	Research/Rationale For Activity (Explain how best practices and research justify this activity)	Results (What will be the evidence of completion of the activity?)	Resources (Funding Source & Cost)	Timeline (When will the activity occur?)
Activity #1 of 2: Continue training all staff members in Math Recovery resulting in full implementation.	An important focus of Mathematics Recovery is provision of extended and on-going programs of professional development and school renewal related to both intensive intervention for low-attainers and whole-class instruction. (See Wright, Martland, & Stafford, 2006; Wright, Martland, Stafford, & Stanger, 2006; Wright, Stanger, Stafford, Martland, 2006).	All Hopkins Staff members complete AVMR training	Kits and Materials Substitute Teachers: Title I Funding & Prof. Dev. funding	August 2009- May 2010
Professional Development: Math Rec. Coach will meet with Hopkins staff members by grade level one half day every 6 weeks for those trained. During these meetings teachers will examine student work & data to inform instruction and integrate interventions into Everyday Math.	Research shows that collaboration between teachers can be a powerful tool for professional development and a driver for school improvement by providing "opportunities for adults across a school system to learn and think together about how to improve their practice in ways that lead to improved student achievement" (Annenberg Institute for School Reform, 2004, p. 2)	All Hopkins Staff members complete AVMR training	Block out times during conferences for grade level meetings Propose a 2 hour PD Wed for grade level meetings by dropping one PD Wed. Spanish Immersion teachers will meet to develop a means for implementation of Everyday Math/Math Recovery in a multiage setting.	August 2009- May 2010

Activity #2 of 2: Teacher will examine math standards and improve instructional strategies in an effort to improve mathematical thinking and the fidelity of instruction using Everyday Math.	Students generally learn better in a standards-based environment because everybody's working towards the same goal. Teachers know what the standards are and choose classroom activities and teaching strategies that enable students to achieve the standards. "The standards come alive when teachers study student work, collaborate with other teachers to improve their understanding of subjects and students' thinking, and develop new approaches to teaching that are relevant and useful for them and their students" - Linda Darling-Hammond, 1997	Math Strategy Groups/intervention groups for students will meet to pinpoint instruction .	MN Math Standards Everyday Math Curriculum Math Recovery coaching and implementation	August 2009- May 2010
Professional Development: Teachers will meet as professional learning communities to collaborate on specific student progress and implementation of curriculum.	Research shows that collaboration between teachers can be a powerful tool for professional development and a driver for school improvement by providing "opportunities for adults across a school system to learn and think together about how to improve their practice in ways that lead to improved student achievement" (Annenberg Institute for School Reform, 2004, p. 2)		Block out times during conferences for grade level meetings Propose a 2 hour PD Wed for grade level meetings by dropping one PD Wed. Spanish Immersion teachers will meet to develop a means for implementation of Everyday Math/Math Recovery in a multiage setting.	

Goal # 2 of 3 (State Goal):

The Ellen Hopkins Elementary School Staff will be increase reading proficiency of Hopkins students who are economically disadvantaged so that 60% will demonstrate reading proficiency on the MCA-II by May 2010.

Description of Proposed Action/Activity (What is going to be done to address this goal?)	Research/Rationale For Activity (Explain how best practices and research justify this activity)	Results (What will be the evidence of completion of the activity?)	Resources (Funding Source & Cost)	Timeline (When will the activity occur?)
Activity #1 of 2: Continue training all staff members in the Daily 5/CAFE resulting in full implementation.	The Daily 5, based on literacy learning and motivation research, is a management system or a curriculum framework. It is a structure that helps students develop the daily habits of reading, writing and working with peers and independent literacy. CAFE is an acronym for Comprehension, Accuracy, Fluency, and Expanding Vocabulary	Hopkins Staff members continue Daily 5/CAFE training & implementation.	Kits, Materials, access to Choice Literacy website Substitute Teachers: Title I Funding & Prof. Dev. Funding Scott Foresman Reading Curriculum	August 2009- May 2010
Professional Development: Hopkins Literacy Coach will meet with Hopkins staff members by grade level every 6 weeks to review student progress. During these meetings teachers will examine student work & data to inform instruction and integrate interventions. Teachers will refine their use of the Daily 5/CAFE Mentoring will be provided for staff members beginning implementation of Daily 5. Spanish Immersion teachers will meet to develop a means for implementation of Daily 5/CAFE in a multiage setting.	Research shows that collaboration between teachers can be a powerful tool for professional development and a driver for school improvement by providing "opportunities for adults across a school system to learn and think together about how to improve their practice in ways that lead to improved student achievement" (Annenberg Institute for School Reform, 2004, p. 2)	Hopkins Staff members will be involved in progress monitoring.	Block out times during conferences for grade level meetings Propose a 2 hour PD Wed for grade level meetings by dropping one PD Wed.	August 2009- May 2010

Activity #2 of 2: Teacher will focus on students' ability to read with comprehension, and provide instruction that equips students with the skills and strategies necessary for lifelong vocabulary development. <i>Research-Based Practices in Early Reading Series</i>	One of the most enduring findings in reading research is the extent to which students' vocabulary knowledge relates to their reading comprehension (e.g., Anderson & Freebody, 1981; Baumann, Kame'enui, & Ash, 2003; Becker, 1977; Davis, 1942; Whipple, 1925). Most recently, the National Reading Panel (2000) concluded that comprehension development cannot be understood without a critical examination of the role played by vocabulary knowledge.	A building wide plan for vocabulary instruction will be implemented.	<i>Building Academic Vocabulary Teacher's Manual</i> by Marzano Meeting with District Math Coach for building study group.	August 2009- May 2010
Professional Development: Teachers will meet as professional learning communities to collaborate on implementation of vocabulary instruction/development Spanish Immersion teachers will meet to develop a means for implementation of vocabulary development strategies in a multiage setting.	When all teachers in a school focus on the same academic vocabulary and teach in the same way, school has a powerful comprehensive approach. (Marzano, 2005)	ILT will meet to provide a plan for vocabulary development. They will provide goals and direction for the teaching staff.	Study Group time for grade level reps to begin implementation and mentor/facilitate implementation by other teachers.	August 2009- May 2010

Goal # 3 of 3 (State Goal):

The Ellen Hopkins Elementary School Staff will create an effective learning environment using the Schoolwide Positive Behavioral Interventions PBIS model for improved student behavior for all Hopkins students so that 60% will demonstrate improved behavior as demonstrated by reduced behavioral referrals by May 2010.

Description of Proposed Action/Activity (What is going to be done to address this goal?)	Research/Rationale For Activity (Explain how best practices and research justify this activity)	Results (What will be the evidence of completion of the activity?)	Resources (Funding Source & Cost)	Timeline (When will the activity occur?)
The PBIS Leadership Team will continue to facilitate the use of the PBIS framework through the development and introduction of positive schoolwide activities.	SWPBS emphasizes four integrated elements: (a) <u>data</u> for decision making, (b) measurable <u>outcomes</u> supported and evaluated by data, (c) <u>practices</u> with evidence that these outcomes are achievable, and (d) <u>systems</u> that efficiently and effectively support implementation of these practices.	Increased staff capacity to implement comprehensive Response to Intervention (RTI) systems for social behavior and academics.	Substitute teachers for planning meetings during the school year.	August 2009- May 2010
Professional Development: The PBIS team will attend regional workshops to review the framework and to continue to learn additional skills and instructional approaches	The core elements of SWPBS are integrated within organizational systems in which teams, working with administrators and behavior specialists, provide the training, policy support and organizational supports needed for (a) initial implementation, (b) active application, and (c) sustained use of the core elements (Sugai & Horner, in press).	Staff members use proactive strategies for defining, teaching, and supporting appropriate student behaviors to create positive school environments. Instead of using a piecemeal approach of individual behavioral management plans, a continuum of positive behavior support for all students within a school is implemented in areas including the classroom and nonclassroom settings (such as hallways, buses, and restrooms). (PBIS.org, 2009)	Substitute teachers Travel expenses	August 2009- May 2010

<p>Activity #2 of 2: Hopkins staff members will continue to implement effective PBIS schoolwide systems and practices as data is collected using a behavior incident report.</p>	<p>School-wide Positive Behavior Support is a systems approach to establishing the social culture and behavioral supports needed for all children in a school to achieve both social and academic success. SWPBS is not a packaged curriculum, but an approach that defines core elements that can be achieved through a variety of strategies. (PBIS.org, 2009)</p>	<p>A teaching & learning environment that is:</p> <ul style="list-style-type: none"> • Less reactive, aversive, dangerous, and exclusionary, and • More engaging, responsive, preventive, and productive • Address classroom management and disciplinary issues (e.g., attendance, tardies, antisocial behavior), • Improve supports for students whose behaviors require more specialized assistance (e.g., emotional and behavioral disorders, mental health), and • Most importantly, maximize academic engagement and achievement for all students. (PBIS.org, 2009) 	<p>Student rewards & incentives.</p> <p>Posters</p> <p>Planning Time for PBIS Team</p> <p>All School Meetings</p> <p>All School video broadcasts</p> <p>Slideshows/ videos for classroom use</p>	<p>August 2009- May 2010</p>
<p>Professional Development: Staff members will receive ongoing information and training via the PBIS team through printed information and presentations at staff meetings</p>	<p>Research has shown that the implementation of punishment, especially when it is used inconsistently and in the absence of other positive strategies, is ineffective. Introducing, modeling, and reinforcing positive social behavior is an important step of a student's educational experience. Teaching behavioral expectations and rewarding students for following them is a much more positive approach than waiting for misbehavior to occur before responding. The purpose of school-wide PBS is to establish a climate in which appropriate behavior is the norm. (PBIS.org, 2009)</p>	<p>PBIS Staff Handbook</p> <p>All staff members are trained and accept the PBIS systems framework</p> <p>Academic & behavior targets are endorsed and emphasized by students, families, and educators.</p> <p>Durable and accurate implementation.</p>	<p>Planning Time for PBIS Team</p> <p>Ongoing information and updates</p> <p>Materials for classroom instruction</p>	<p>August 2009- May 2010</p>

Community Supplies

Fall 2009

All classrooms use community supplies.

What are community supplies?

Community supplies are SHARED supplies in the classroom. They are those supplies which we call "consumable," meaning they get used up. They include many of the items on traditional back to school shopping lists.

Why does Hopkins School use community supplies?

The Hopkins community feels that this method helps us build cooperation, social skills and help make sure everyone has everything they need for the school year, ALL YEAR LONG. It helps teachers as they never need to ask for replacement items from families throughout the year and eliminates the need to collect small fees for special events and activities. It helps students as they always have everything they need for classroom work. It is valuable to families as they pay the fee and need not send extra supplies throughout the year as items run out or get lost and eliminates sending money for special events.

How much are community supplies and where exactly does my money go?

The cost will vary slightly between grade levels. All money will be used for your student and spent during their year with the teacher that collects their money. It will not carry over into following years. Money will be spent on the following: Classroom supplies (i.e., paper, pencils, markers, scissors, glue, folders, rulers, etc.), the cost of classroom parties, field trips, and special project costs.

3rd graders will have the opportunity to buy a recorder separate from community supplies for music.

My child LOVES buying school supplies.

We know many students love buying school supplies. If your child fits into this group, we encourage you to buy some supplies to keep at home for those assignments that need some finishing after the end of the school day. You will still need to provide gym shoes and a school bag for the school year. Tennis shoes are required for physical education class. Please purchase safe tennis shoes that do not have platforms, open backs, or are sandals.

How do I pay this fee?

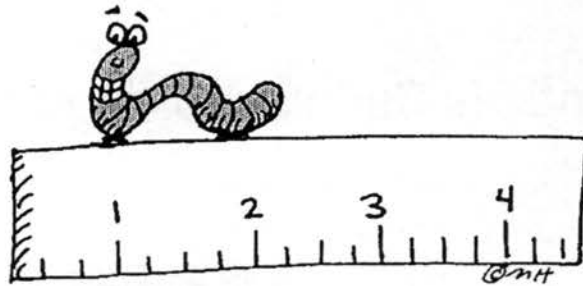
In the fall, at Back to School Night, there will be tables set up where you will pay the community supply fee for your child[ren]. School staff will give you a receipt and record that your child has paid. Your fee is tax deductible, so keep your receipt!

Payment can also be made online through Payschool. Payschool can be accessed from the district web page at www.moorhead.k12.mn.us

If you are interested in sponsoring a Hopkins student's supply fee, there will be that option at the payment tables. All sponsorships are donations and will be tax deductible.

Reminder

Community Supplies Payment



To: _____

We have not received your community supplies payment for this school year.

In order to assist you in making payment please indicate your payment preference.

_____ Enclosed is my payment in full.

_____ I will make monthly payments of _____.

_____ I will work at school in order to fulfill the payment.

Name: _____

Date: _____

Please return this form to the office with payment.

Community Supplies Billing 2009-2010

Received	Amt.	Paid Out	
Parent Direct Payments	\$11,892		
Pay School	\$4,190		
		Gift Cards	\$10,800
		Remaining Balance to Teachers	\$9,955
Total	\$16,082	Total	\$20,755

Paid Out	20,755
Received	<u>16,082</u>
Schools Responsibility	4,673

Notes:

Remaining balance to Teachers includes additional \$125 for Jessica Zimmerman. She was not included in the original count.

Paula Falk shouldn't and didn't receive a gift card. Her card was given to Jessica Zimmerman.

Ellen Hopkins Elementary School

PTAC

Parent Teacher Advisory Council

2020 11th Street South • Moorhead, Minnesota 56560
(218) 284-4300 • Fax: (218) 284-4333 • www.moorhead.k12.mn.us



Invoice

for

Community Supplies Payments 2009-2010
12/8/2009

Kindergarten and Grade 1

Total Due Per Student

1 box (8) small crayons

24 #2 lead pencils

1 paint shirt (old adult t-shirt)

1 school box or pencil box

1 package large markers

5 Elmer's glue sticks (1 for Art Class)

1 4 oz. bottle white glue

3 folders with pockets at bottom (no side pockets)

1 large box of Kleenex

1 backpack (regular size)

3 spiral notebooks - wide lined

1 large soft eraser

1 package (2 or more) dry erase markers

1 old sock (for an eraser)

1 box zip lock bags (quart or gallon)

1 child's Fiskars scissors (pointed not blunt)

1 set Prang watercolor paints

TI-108 calculator to be purchased at school

1 Sharpie marker (for Art Class)

Field Trip Expenses

Total Per Student	\$25.00
Number of Students Paid By PTAC	62
Amount Owed to PTAC	\$1550.00

Grade 2

1 children's Fiskar scissors

1 8 oz. bottle Elmer's glue
 5 Elmer's glue sticks (1 for Art Class)
 24 #2 pencils sharpened
 1 box of crayons
 1 pair of gym shoes
 2 boxes of Crayola large markers (1 for Art Class)
 1 paint shirt (old adult t shirt)
 1 large soft eraser
 1 school box for pencils/markers
 2 spiral notebooks (wide ruled)
 2 pocket folders
 1 back pack (that fits into a locker -no wheels)
 1 large box of kleenex
 2 dry erase markers (NOT EXPO BRAND)
 1 old sock or dry/white board eraser
 TI-108 calculator to be purchased at school
 1 box sandwich sized zip locks
 1 box quart size zip locks
 1 box gallon or 2 gallon size zip locks

Total per Student	\$25.00
Number of Students Paid for by PTAC	32
Amount Owed to PTAC	\$800.00

Grade 3

24 pencils (#2 - no mechanical ones)
 1 red correcting pencil/pen
 1 box of crayons (16-24)
 2 erasers
 1 pencil case or box
 1 4 oz. bottle of glue
 1 pair of scissors
 6 pocket folders (6 different colors)
 2 - 8 X 10 1/2 spiral notebook (wide ruled)
 1 large box of kleenex (175 count)
 2 packs of wide ruled loose leaf paper
 1 pair of gym shoes
 1 pack of markers
 2 highlighter markers
 2 sets of 12 colored pencils (1 set for Art Class)
 3 Elmer's glue sticks (1 for Art Class)
 1 clear plastic ruler
 2 dry erase markers (NOT EXPO BRAND)
 1 old white sock
 1 set headphones(inexpensive Walkman headphones)

Total per Student	\$30.00
Number of Students Paid for by PTAC	37
Amount Owed to PTAC	\$1110.00

Grade 4 and 5

1 pair scissors, sharp point
1 pencil bag or box
1 red correcting pencil/pen
1 pack of felt tip markers
6 pocket folders (6 colors)
1 box of crayons (24 count)
2 ball point pens (blue or black)
1 set of colored pencils
3 pink erasers (not pencil tops - for Art Class)
1 pair of gym shoes
1 bottle of glue
1 ruler (inch/metric)
2 highlighter markers
1 large box of tissues
1 Mead composition notebook
4-5 spiral notebooks
1 old white sock
2 dry erase markers (black)
1 protractor
1 compass
5 Elmer glue sticks (1 for Art Class)
2 packs of loose leaf paper (wide rule)
12 pencils (#2)
TI-34II calculator
1 set headphones (inexpensive Walkman headphones)
assignment book
1 box sandwich sized zip locks
1 box quart size zip locks
1 box gallon or 2 gallon size zip locks
2 boxes of kleenex

Total per Student	\$30.00
Number of Students Paid for by PTAC	41 (includes partial payments)
Amount Owed to PTAC	\$12313

TOTAL AMOUNT DUE: \$4673.00

**Spanish Immersion Multiage/Multilevel Classrooms
at
Ellen Hopkins Elementary School**

Information for Families

"The child who creeps at an early age is not superior to the child who takes his own sweet time. Children are born when they are ready. They creep when they are ready. They walk when they are ready. They teethe when they are ready. But they go to school . . . ready or not, when they are five" (Grant, 1986).

Beginning in the 2009-2010 school year, we will be moving the Spanish Immersion to multiage classes. Multiage educational practices are grounded in a philosophy that holds that every child can learn and has the right to do so at their own pace and that learning is a continuum rather than a series of steps. This philosophy supports our beliefs about the acquisition of language and academic growth as well as supporting the changes in the program.

What is a Multiage Classroom?

A multiage classroom is an environment where children of more than one grade level are grouped together for instruction. In this environment the teacher provides a developmentally appropriate curriculum based on each child's individual needs and interests. The term "developmentally appropriate" means that each child's own progress and growth are used to determine what he or she is ready to accomplish. This philosophy recognizes that students learn and develop at different rates, just as they learn to crawl, talk, and ride a bike at different rates. Children spend two or more years with the same teacher and the same core group of classmates, with older students exiting at year's end and new students joining each fall term.

Why Multiage?

"In multilevel classrooms, students across two or more grade levels are with the same teacher for two or more years. These classrooms become stable learning communities over several years, engaging students, parents, and educators in quality learning." (Independent Together: Supporting the Multilevel Learning Community. BLM12)

1. Teachers get to know children in depth, planning for their individual strengths needs and interests. Time becomes a positive variable.
2. Problems associated with the yearly transition from one grade to another can be overcome. The teacher has a core group of students who remain with her/him from the previous year and are able to welcome and aid in the transition of the incoming students each Fall.
3. Students have an increased sense of stability due to consistency of routines, expectations and traditions that carry over from one year to the next.
4. Children have a broader social experience with increased opportunities to lead and to follow, to collaborate and to make stable peer relationships.

SUMMARY OF RESEARCH ON BENEFITS OF MULTIAGE CLASSROOMS

Professor Barbara Pavan reviewed 64 research studies on non-graded (multiage) schools. Pavan found that 58% of those students in multiage classes performed better than their peers on measures of academic achievement. 33% performed as well as their peers, and only 9% did worse than their peers.

Pavan also found that students in multiage settings were more likely than their peers to have positive self-concepts, high self-esteem, and good attitudes toward school. Her review of the research also indicates that benefits to students increase the longer they are in a non-graded setting, and that "underachieving" students also benefit from being in multiage classrooms. (This research summary can be found in the October 1992 issue of Educational Leadership, pp. 22-24.)

Parents are often concerned that older children in a multiage setting will not benefit as much as younger children. Research shows, however, that when older students teach information and skills to their younger classmates, their academic performances, and even IQ scores, dramatically improve.

Educational research indicates that students benefit both academically and emotionally from being placed in multiage classrooms.

FREQUENTLY ASKED PARENT QUESTIONS

How long will my son be in the multilevel classroom?

In many communities multilevel classrooms are common, and span from two to nine grades in the same classroom. Some multilevel classes are formed of necessity. Other communities establish multilevel classrooms because of the advantages they offer learners, teachers, and parents. Research says that students should be in a multilevel classroom for at least two years to take advantage of the benefits.

How can my daughter learn what she needs to when there are so many other grades in her classroom?

Students in multilevel classrooms are assessed according to provincial learning outcomes. This means that they are guided to set learning goals that meet their learning needs, as well as curricular outcomes. Teachers guide students along their learning journey as they work in groups and individually to study a broad topic that addresses many subjects. Students work at their own level on different projects about the same topic. They become *independent together* as they grow in confidence, gain a deeper understanding from a wide age range of learners, and develop skills and strategies. Grades become benchmarks for final assessments at the end of a unit, term, or school year.

How will learning in this classroom be challenging for my daughter when she is in her third year?

Teachers in multilevel classrooms design a range of learning experiences so that students at every developmental level are challenged. Because different themes rotate over the years, there is little or no repetition of content. Experienced students generally are independent learners and ready for more complex tasks. Furthermore, in their last year(s) in multilevel programming, students gain valuable experience in exercising leadership and acting as mentors.

My son is working with students who are younger than he is. How does this affect his learning?

In the multiage classroom every child, even the older child, is on his or her own continuum of learning. The older child is able to go as far as he or she is able, just as the younger child is. All children are able to progress beyond the traditional classroom limits at their own pace. Social and emotional benefits are also apparent through mentoring and modeling. Older children gain confidence and increase their self-esteem. Older children also learn how to care for and nurture others. All children, have the freedom to pursue their interests and the opportunity to creatively expand their knowledge.

What if my son has a conflict with the teacher or a peer and has to stay in his class for three years?

The multilevel classroom may offer individuals time to learn to understand each other and work out any difficulties that may occur. Within a learning community, conflicts are often resolved as they are in everyday living because of the respect and values that develop over time. In some cases, both parties may need to agree on a plan to accept and respect differences.

In a multilevel class my son will have fewer friends his own age. How will this affect him?

In the multiage classroom, students establish valuable friendships with others of the same age as well as with younger and students. The fluid student makeup of a multilevel classroom is sometimes an advantage. Rather than being limited to the same peer group for several years, students may gradually be introduced to new classmates.

After my daughter has had the same teacher in the multilevel classroom for several years, how will moving to a new school affect her?

Research shows that students in multilevel classrooms tend to be more socially adept and more positive about school. These traits can equip students in dealing with the challenge of moving to a new classroom.

What will happen if we transfer to a new school during the time my daughter is in the multilevel classroom?

The learning of all Minnesota students is based on the same learning outcomes, regardless of whether they are in a multilevel or single-grade classroom. So students may explore different topics from one classroom to another, but the learning outcomes are the same for everyone. Students who move from multilevel classrooms to a new school usually take with them portfolios, learning logs, and goal sheets, which provide powerful evidence of what they know and can do.

Source: Manitoba Education, Training and Youth; Independent Together: Supporting the Multilevel Learning Community.

Available online <http://www.edu.gov.mb.ca/ks4/cur/multilevel/>

Multiage Configuration

Grade	Teacher A	Teacher B	Teacher C	Teacher D	Teacher E	Teacher F	Teacher G	Teacher H	Teacher I
K	52								
1		17	17	16					
2		11	11	12	13				
3					15	18	10		
4						11	7	10	10
5							12	20	20
Total	52	28	28	28	28	29	29	30	30



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.087R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: February 3, 2010

SUBJECT: Schedule Tri-City Special School Board Meeting

School Boards from Fargo, Moorhead and West Fargo will meet together for a Tri-City Special School Board meeting scheduled for Monday, March 1, 2010 at 5:30 p.m. at the Trollwood Performing Arts School. Discussion will include the Entrepreneurial Program and the On-Time Graduation Rate Program.

Suggested Resolution: Move to schedule a Tri-City Special School Board meeting for Monday, March 1, 2010 a 5:30 p.m. at the Trollwood Performing Arts School for the purpose of networking around specific topics related to our communities.

LAK:mde

5-MP-1305
1 March 2010

JOINT MEETING OF SCHOOL BOARDS
MOORHEAD, WEST FARGO AND FARGO PUBLIC SCHOOLS

Monday, March 1, 2010

5:30 – 6:30 p.m.

Trollwood Performing Arts School
Starion Room
801 50th Ave. SW
Moorhead, MN 56560

1. Welcome and Introductions
2. Youth Entrepreneurship Program
Senator Tony Grindberg and Paul Tefft
3. On-time Graduation Initiative
Judy Green and Superintendents Kovash, Diesel Wallace and Buresh
4. Summary and Closing

Moorhead Public Schools

Karen Dulski
Lisa Erickson
Cindy Fagerlie
Sonia Mayo Hohnadel
Michael Siggerud
Kristine Thompson, Chair
William K. Tomhave

Dr. Lynne Kovash, Supt.

West Fargo Public Schools

Tom Gentzkow, President
Duane Hanson
Kay Kiefer
Ben Koppelman
Angela Korsmo
Karen Nitzkowski
Patti Stedman

Dr. Dana Diesel Wallace, Supt.

Fargo Public Schools

Laura Carley
Don Faulkner
Dan Fremling, President
Dinah Goldenberg
Jim Johnson
Paul Meyers
Robin Nelson
Rick Steen
John Strand

Dr. Rick Buresh, Supt.

S-M9-BOS
8 March 2010

INDEPENDENT SCHOOL DISTRICT #152

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

March 8, 2010

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 _____
Sonia Mayo Hohnadel _____	Dr. Lynne A. Kovash _____

AGENDA

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Preview of Agenda - Dr. Lynne A. Kovash, Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

We Are Proud of Moorhead orchestra students Paige Wakefield, bass, Tanner Otto, viola, Jacob Broten, viola, Connor Neill, viola, and Elisbet Samonides-Hamrick, bass, for being selected for the 2010 MNSOTA Middle Level Honors Orchestra sponsored by the Minnesota String Orchestra Teachers Association. They were selected by audition for this honor. The Middle Level Honors Orchestra performed at the Minneapolis Convention Center on Feb. 13. Orchestra teachers are Jonathon Larson, Brian Cole and Doug Neill.

We Are Proud of Horizon Middle School student Merrick Johnson for winning

SCHOOL BOARD AGENDA - March 8, 2010
PAGE 2

the Horizon Geography Bee held Jan. 13. Second place honors went to Sam Wallert, and third place was earned by Ryan Sadlowski. Johnson has taken a written test to determine if he qualifies for the Minnesota Geographic Bee in April. Tony Kunka is the Geography Bee coordinator.

We Are Proud of the following winners of the Grade Level Spelling Bees held in January at Horizon Middle School:

- 6th Grade Spelling Bee: Nick Cameron
- 7th Grade Spelling Bee: Cody Lineburg
- 8th Grade Spelling Bee: Olivia Hamilton

We Are Proud of the following winners of the Moorhead District Spelling Bee held Feb. 9 at Horizon Middle School:

- 1st Place: Reilly Swanson
- 2nd Place: Sam Wallert
- 3rd Place: Cody Lineburg

Swanson and Wallert advanced to the Region IV Spelling Bee in Fergus Falls on Feb. 23. The Spelling Bee coordinator is Lois Brown.

- E. Matters Presented by Citizens/Other Communications (Non-Agenda Items)
(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School Board secretary.)

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. SUPERINTENDENT MATTERS - Kovash

- (1) Approval of February 8 and 22, 2010 Regular Meeting Minutes - Pages 6-12

B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak

- (1) Approval of March Claims - Page 13
- (2) Acceptance of Lakes Country Perkins Consortium Funding - Pages 14-15

SCHOOL BOARD AGENDA - March 8, 2010

PAGE 3

- C. HUMAN RESOURCES MATTERS - Nielsen
(1) Approval of Family/Medical Leave - Page 16
(2) Approval of Resignations - Page 17

D. LEARNER SUPPORT SERVICES MATTERS - Skarvold

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.)

Robert Asp Elementary School Update - Kovash
Pages 18-21

4. **MAJOR MAGNITUDE FIELD TRIP REQUEST - SPEECH AND THEATER STUDENTS TO NEW YORK**: Kazmierczak
Pages 22-28

Suggested Resolution: Move to approve the Major Magnitude Field Trip request for Moorhead High School speech and theater students to travel to New York January 14-18, 2011.

Moved by _____ Seconded by _____
Comments _____

5. **MAJOR MAGNITUDE FIELD TRIP REQUEST - ORCHESTRA STUDENTS TO ORLANDA, FLORIDA**: Kazmierczak
Pages 29-44

Suggested Resolution: Move to approve the Major Magnitude Field Trip request for Moorhead High School orchestra students to travel to Orlando, Florida March 24-28, 2011.

Moved by _____ Seconded by _____
Comments _____

6. **APPROVAL OF POLICY**: Kovash
Pages 45-47

SCHOOL BOARD AGENDA - March 8, 2010

PAGE 4

Suggested Resolution: Move to approve the policy, Credit Card Usage and Electronic Funds Transfer (805), as presented.

Moved by _____ Seconded by _____

Comments _____

7. **FLOOD UPDATE:** Kovash
Pages 48-49

8. **COMMITTEE REPORTS**

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

10. **CLOSE PUBLIC MEETING:** Thompson

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 _____

11. **OPEN PUBLIC MEETING:** Thompson

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

Moved by _____ Seconded by _____

Comments _____

12. **ADJOURNMENT**

SCHOOL BOARD AGENDA - March 8, 2010**PAGE 5**CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Prof Dev Before/After School	March 10		
Instruction and Curr Adv Com	March 11	7 am	PCE
Early Childhood Adv Com	March 11	6:30 pm	PCE
Kindergarten P/T Confs	March 15, 16	Day	
K-8 P/T Confs	March 15, 16	5-8:30 pm	
Community Educ Adv Council	March 16	6:30 pm	PCE
K-8 P/T Confs	March 17	8-11 am, 12-4 pm	
Interagency Early Interv Com	March 17	12 pm	FSC
School Board	March 22	7 pm	PCE
Technology Committee	March 23	3:45 pm	PCE
Prof Dev Before/After School	March 24		
Spec Educ Parent Adv Com	March 24	12 pm	PCE
Policy Review Committee	March 29	7 pm	PCE
Activities Council	March 30	7 am	PCE

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 8, 2010
PAGE 1**

MEMBERS PRESENT: Lisa Erickson, Cindy Fagerlie, Sonia Mayo Hohnadel, Mike Siggerud, Kristine Thompson, Bill Tomhave, and Dr. Lynne A. Kovash.

MEMBERS ABSENT: Karin Dulski.

CALL TO ORDER: Chair Thompson called the meeting to order at 7:01 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Kovash recommended the agenda proceed as presented.

APPROVAL OF AGENDA: Hohnadel, seconded by Tomhave, to approve the agenda as presented. Motion carried 5-0.

Siggerud arrived at the meeting at 7:02 p.m.

WE ARE PROUD:

We Are Proud of the Moorhead School Board for receiving the MSBA District Award of Distinction. Districts achieve this award when a majority of their school board members have completed enough hours of training to receive either the MSBA Directors' Award or President's Award. The Moorhead School Board was recognized at the 2010 MSBA Leadership Conference on January 14, 2010.

We Are Proud of Moorhead School Board member Bill Tomhave who has been honored by the Minnesota School Boards Association with the President's Award for 2009-2010. The award recognizes those who complete 300 or more hours of attendance at MSBA and NSBA sponsored meetings and activities. Tomhave was recognized at the 2010 MSBA Leadership Conference on January 14, 2010.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Minutes - Approve the January 11, 2010 special meeting minutes and January 11 and 25, 2010 regular meeting minutes as presented.

Claims - Approve the February Claims, subject to audit, in the amount of \$1,055,129.98.

General Fund:	\$946,617.15
Food Service Fund:	\$103,030.81
Community Service Fund:	\$5,482.02
TOTAL	\$1,055,129.98

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
FEBRUARY 8, 2010
PAGE 2**

Donations - Approve the following donations: Dave Grosz, 16 historical Cho-Kio annuals to Moorhead High School, valued at \$800; Children's Ministry Team at Trinity Lutheran Church, \$500 to each elementary schools to be used for basic needs of children; and Qwest, \$37.41 from the Qwest One Percent Back to Schools program for use towards technology needs of the district.

Family/Medical Leaves

Deb Ramsett - Food and Nutrition 2nd Cook, Horizon Middle School, effective April 16, 2010 for approximately six to eight weeks.

Leave of Absence

Lisa Karch - School Counselor, S. G. Reinertsen Elementary, effective for the 2010-2011 school year.

New Employees

Andrew Larson - Night Custodian, Moorhead High School, A12 (2) \$13.69 per hour, 8 hours per day, effective February 2, 2010 (replaces Andrew Larson).

Kelsey Lund - Certified Occupational Therapist Assistant, B31 (1) \$17.68 per hour. 32.4 hours per week, effective February 16, 2010 (replaces Vicki Krenz).

Kimberly Westendorf - Adult Basic Education Paraprofessional, B21 (0-2) \$14.05 per hour, 14 hours per week, 40 weeks per year, effective January 25, 2010 (replaces Marla Anderson).

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.)

Update on Ellen Hopkins Elementary School Goals - Sarah Martin provided an update regarding the community school supply program for school supplies that are consumable or are for general student use. With the community school supply program, teachers do not ask families for money throughout the school year. Staff and parents were surveyed and responses were very positive related to the program.

Jessica Rieniets presented information regarding the Spanish Immersion Multiage Program that was implemented for the 2009-2010 school year. Rieniets noted the educational benefits they are experiencing and seeing include: older students challenge younger students to learn; themes and "big concepts" are taught while students learn the specifics at their own level; less whole group teaching; differentiation with lessons designed to meet the student needs; high expectations for independent learners; students advance from one concept/skill level to the next regardless of age

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or grade; enhanced student independence; and cooperative learning. Multiage challenges include: time to educate teachers regarding the multiage format, developing curriculum materials and planning; adapting Everyday Math to a multiage setting; keeping a multiage focus and not a combination classroom; and finding their place in a "graded system" versus multiage program assessments.

Dr. Mary Jo Schmid and Heidi Moe presented information regarding the following three school improvement goals: 1) Staff will increase the math proficiency of students who are economically disadvantaged so that 55 percent will demonstrate math proficiency on the MCA-II by May 2010; 2) Staff will increase the reading proficiency of students who are economically disadvantaged so that 60 percent will demonstrate reading proficiency on the MCA-II by May 2010; and 3) Staff will create an effective learning environment using the Positive Behavior and Intervention Supports (PBIS) model for improved student behavior for all students so that 60 percent will demonstrate improved behavior indicated by reduced behavioral referrals by May 2010. Information related to assessments, Title 1 support and professional learning communities was also shared with the board.

SCHEDULE TRI-CITY SPECIAL SCHOOL BOARD MEETING: Erickson moved, seconded by Siggerud, to schedule a Tri-City Special School Board meeting for Monday, March 1, 2010 at 5:30 p.m. at the Trollwood Performing Arts School for the purpose of networking around specific topics related to our communities. Motion carried 6-0.

COMMITTEE REPORTS: Brief reports were heard regarding the Moorhead High School PTAC, Indian Education Parent Committee, Asp PTAC, Activities Council, Reinertsen PTAC, and Joint Powers Committee meetings. Fagerlie stated that the "Sleeping Beauty" play at Hopkins was very well done.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Thompson noted the 2010 Joint Legislative Conference was scheduled for March 25 in St. Paul and requested board members to contact Michelle if they were interested in attending.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:22 p.m.

Cindy Fagerlie, Clerk

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MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Sonia Mayo Hohnadel, Mike Siggerud, Kristine Thompson, Bill Tomhave, and Dr. Lynne A. Kovash.

MEMBERS ABSENT: None.

CALL TO ORDER: Chair Thompson called the meeting to order at 7:00 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Kovash recommended the agenda proceed as revised with changes to pages 6 and 8..

APPROVAL OF AGENDA: Erickson moved, seconded by Fagerlie, to approve the agenda as corrected. Motion carried 7-0.

WE ARE PROUD:

We Are Proud of the Moorhead High School boys cross country team which placed first in the Section 8AA Championship on Oct. 29, 2009, in Little Falls, Minn., and qualified for the state meet. Lukas Gemar was the individual section champion. At the state meet, the boys cross country team finished seventh, which ties the second highest finish in school history. Team members are Nick Geraghty, Jacob Geraghty, Ezra Olson, Lukas Gemar, Josh Young, Derrick Nelson, Dan Sederquist, Matt Nicolai and Christian Larson. Tom Dooher is head coach, and Jeremy Blake is assistant coach.

We Are Proud of the Moorhead High School girls cross country team which placed first in the Section 8AA Championship on Oct. 29, 2009, in Little Falls, Minn., and qualified for the state meet. The girls cross country team placed 12th at the state meet. Taylor Janssen placed 20th at state and earned All-State honors. Team members are McCall Ostlie, Morgan Christian, Taylor Janssen, Mackenzie Randklev, Ashley Kassenborg, Kaylee Litch, Tayler Polomny, Kelly Brammer and Karlee Richards. Tom Dooher is head coach and Jeremy Blake is assistant coach.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Donation - Accept the \$5,000 donation from Brian Gramer to the Horizon Middle School Lego League for use in the national robotics contest and project.

Early Retirements

Diane Thiel - Elementary Teacher, Robert Asp Elementary, effective at the end of the 2009-2010 school year.

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Sandy Mathew - Learner Support Services Teacher, Moorhead High School, effective at the end of the 2009-2010 school year.

Jane Fuchs - Speech Language Pathologist, Horizon Middle School, effective at the end of the 2009-2010 school year.

Doug Engstrom - Band Teacher, High School and Horizon Middle School, effective at the end of the 2009-2010 school year.

Colleen Tupper - Principal on Leave of Absence, effective November 7, 2010.

Sarah King - Program Manager for Learner Support Services, Probstfield Center for Education, effective June 30, 2010.

Diane Kahl - Language Arts Teacher, Horizon Middle School, effective at the end of the 2009-2010 school year.

Orella Olson - Reading Recovery & Literacy Support Teacher, S.G. Reinertsen, effective June 4, 2010.

Resignations

Scott Middleton - Teacher on Extended Leave of Absence, effective at the end of the 2009-2010 school year.

Virginia Almaraz - Food & Nutrition Server, Ellen Hopkins Elementary, effective February 24, 2010.

Terminations

Glenn Wellman - Food & Nutrition Server, Horizon Middle School, effective February 12, 2010.

Maria Almaraz - Paraprofessional, Red River Area Learning Center, effective February 18, 2010.

Rhonda Barrows - Paraprofessional, Red River Area Learning Center, effective February 18, 2010.

Motion carried 7-0.

MAJOR MAGNITUDE FIELD TRIP REPORT - MHS CHOIR TO CHICAGO: Kathy Brekke reported on the educational value of the trip and how graduation standards were met. Students performed for and listened to other choirs and provided feedback on performances both verbally and in writing. Students had the opportunity to demonstrate understanding of the personal, social, cultural, and historical context music has in various situations such as their performances at the Shedd Aquarium and the Pacific Garden Mission (homeless shelter) and also watching the Blue Man Group perform.

Students Kelsey Schroeder, Luke Papenfuss, Brook Gess, Maija Lindaas, and Andrew Donner provided brief highlights of their field trip experience to Chicago and noted the trip included a great life lesson and appreciated the opportunity to participate.

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STEM UPDATE: Eric Stenehjem, Moorhead High School science teacher and Science, Technology, Engineering and Math (STEM) integration coach, provided an update related to STEM activities. Eric has worked with middle school and high school teachers to integrate STEM courses in our schools. He has also collaborated with higher education institutions and community members. His work has provided the district with additional resources to provide for STEM activities in the district. He is also working with K-12 teachers on the integration of new science standards into classes.

The school district adopted the Project Lead the Way (PLTW) curriculum which focuses on engineering and technology at an early age. A program goal is to expose every student in Moorhead to a STEM course prior to graduation. All students in sixth and seventh grade will complete an Automation and Robotics course as well as a Design and Modeling course before they move on to the high school. In the high school, the PLTW options become elective choices in Engineering and Biomedical Science. Engineering courses include Intro to Engineering Design and Digital Electronic Engineering. The Biomedical courses include Principal of Biomedical Sciences and Human Body Systems. Elementary teachers are piloting Engineering is Elementary (an integrated literacy and engineering program) to educate students about engineering concepts. Horizon Middle School team Spudnik started a NXT Robotic League and placed first in the January competition.

ACCEPTANCE OF RETIREMENT OF RON NIELSEN: Kovash stated Nielsen is a highly competent administrator who possesses exceptional knowledge and skills in the personnel area. He is a positive thinker and a strong team member and will be greatly missed.

Hohnadel moved, seconded by Erickson, to accept the retirement of Ron Nielsen, Director of Human Resources, effective July 1, 2010. Motion carried 7-0.

2010-2011 SCHOOL CALENDAR: Tomhave moved, seconded by Erickson, to approve the 2010-2011 School Calendar as presented. Motion carried 7-0.

FIRST READING OF POLICY: The board conducted a first reading of the policy, Credit Card Usage and Electronic Funds Transfer (805).

COMMITTEE REPORTS: A brief report was heard regarding the Safe and Healthy Learners Committee meeting.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Hohnadel reported she is a member of the Minnesota Chicano Latino Affairs Council and had attended a meeting in St. Paul on Feb. 20 where State Board of Higher Education representatives presented information regarding a Gear Up Program. The Gear Up Program is for elementary and secondary schools and is being implemented in the Twin Cities and will also expand to greater Minnesota.

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Hohnadel will also attend a National Summit in Phoenix, Arizona from March 5-9 regarding school governance and specific information related to English language learners.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:15 p.m.


Cindy Fagerlie, Clerk



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.104 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: March 2, 2010

SUBJECT: March Claims

The March claims are as follows:

General Fund	\$741,136.11
Community Service Fund	\$97,588.70
Debt Fund	\$14,772.17
TOTAL	\$853,496.98

Suggested Resolution: Move to approve the March claims, subject to audit, in the amount of \$853,496.98.

WAK:mde



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.107 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent *W. Kazmierczak*

DATE: March 2, 2010

SUBJECT: Lakes Country Perkins Consortium Funding

Moorhead Area Public Schools has been approved for funding by the Lakes Country Perkins Consortium for the following:

Travel for Mary Flesberg to attend the National Business Association Annual Convention in San Diego, California March 30-April 3, 2010, to include registration and lodging expenses not to exceed \$1,071.

Suggested Resolution: Move to accept \$1,017 from the Lakes Country Perkins Consortium for conference registration and lodging expenses associated with the National Business Education Association Annual Convention.

WAK:mde
Attachment



Lakes Country Service Cooperative

Jeremy Kovash, Executive Director

1001 E. Mount Faith | Fergus Falls, MN 56537

Phone: (218) 739-3273 | Fax: (218) 739-2459 | www.lcsc.org

FEB 8 - 2010

February 4, 2010

To: Mary Flesberg
Moorhead High School

From: Inger Wegener
Career and Technical Education Specialist

RE: APPROVED TRAVEL REQUEST

The following request for travel has been approved for funding by the Lakes Country Perkins Consortium:

Travel: Mary Flesberg to attend to National Business Education Association Annual Convention, San Diego, CA, March 30-April 3, 2010. Registration fee and lodging not to exceed \$1,071.00.

Your total award is \$1,071.00. You may proceed with the implementation of these activities, with assurances for the above detailed financial support from the Lakes Country Perkins Consortium. You are to request reimbursement from the Lakes Country Perkins Consortium at Lakes Country Service Cooperative **by sending an invoice (format of your choice)**, to my attention at the address above. All expenses must be claimed within 30 days of completion of the activity, no later than May 3, 2010. Please feel free to contact me at 1-800-739-3273, if you have any questions about your award.

Congratulations on your travel award! I hope that you will find that this award will contribute to the mathematics and technical skill attainment in students at Moorhead High School.

CC Lynne Kovash, Superintendent
Gene Boyle, Principal

Service Cooperative Board of Directors

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Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.082

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 1, 2010
RE: Family/Medical Leave

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

Karen Grant Teacher, High School, effective March 25, 2010 for approximately two-six months.

SUGGESTED RESOLUTION: Move to approve the request for Family/Medical Leave for Karen Grant pursuant to Article 39, Section 1 of the Teachers' Master Agreement.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.081

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 1, 2010
RE: Resignations

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

Jennifer Weleski K+ Paraprofessional, Probstfield Center for Education, effective March 12, 2010.

Amy Winjum Occupational Therapist, High School, effective March 1, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Jennifer Weleski and Amy Winjum as presented.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.095R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: March 2, 2010

SUBJECT: March 8 Dialogue

Principal Kevin Kopperud will provide an update related to Robert Asp Elementary School at the March 8 School Board meeting. Attached is a copy of their school improvement plan for your review.

LAK:mde
Attachment

Robert Asp Elementary School Improvement Plan - 2009-2010

Goal 1	In the area of mathematics, students in grades 3-5 will increase proficiency from 65% to 72% on 2010 MCAII/MTELL.			
Activity	What we've done	What needs to be done?	Timeline	Who is responsible?
Classroom and SPED teachers will be provided training in Advantage Math Recovery strategies to improve number sense	Completed	On-going support provided as needed	6 times/year	Vicki Breneman- lead trainer, 6 third grade teachers, 2 support staff
Training will be completed for classroom Math Intervention Specialists	6 days of training this fall, and on the opposite PD Wednesdays meet to discuss and review tapes of students in Math Recovery Coaching days - Vicky B watches members teach and then discuss progress of the student	Continue with training	2009-10 School year	Vicki Breneman- lead trainer, 3 specialist teachers
Classroom and LSS / SPED Teachers will use a collaborative process to review Marzano's Vocabulary Strategies	Established vocab lists for math for each grade level Trained all staff using the Marzano Vocab Strategies	Plan is in place with math coach- Vicki Breneman	2009-10 School year	Vicki Breneman, Kevin Kopperud
New teachers will be provided training on Marzano's Vocabulary Strategies and given additional support by a mentor teacher or coach	New teachers were provided with the math vocab list and the Marzano Vocab Strategies book, training dates have been established	Plan is in place with math coach- Vicki Breneman	2009-10 School year	Instructional math coach, 4 new teachers
Parent involvement mathematics night will be held to provide support and assistance to parents as they partner with teachers to improve student proficiency in the area of mathematics	Nov 17 held Math/SES Night 380 Participants *demonstrated computer math games *teachers worked with parents on targeted math strategies *sold EM resource books to parents	Plan for future Math Nights	2009-10 School year	Nadeen Moon and staff

Robert Asp Elementary School Improvement Plan - 2009-2010

Goal 2		Students in grades 3-5 at Robert Asp Elementary will increase their reading proficiency from 69% to 75% on the 2010 MCA II Reading Assessment.		
Activity	What we've done	What needs to be done?	Timeline	Who is responsible?
Teachers will be provided time to collaborate in grade levels to review student data and identify students who were not proficient on standardized tests. (This includes reviewing data on SPED and Hispanic subgroups.)	3 data collaboration days have been held with staff to discuss fall data (Sept), progress made with at risk learners (Nov), winter data (Feb). Some grade levels have met independently as well to look at regrouping students for instructional purposes.	Identify students that didn't meet proficiency and collaboratively explore and discuss their current data, make instructional decisions about their interventions in both Tier I and Tier II settings	5 times/year	All staff
Students at risk will be a part of progress monitoring in AIMSweb reading or other appropriate progress monitoring tools. Winter NWEA MAP Survey assessment will also be used to track the progress of selected SPED and Hispanic learners.	Title I, ESL, and some SPED staff are progress monitoring student growth in AIMSweb and/or running records. We have also examined midyear NWEA data to denote progress on select students and use this to aid in instructional decisions.	Continue to encourage all staff to use progress monitoring Use best practices to interpret this data to direct their instruction	Continuously thru 2009-10 school year	RtI Instructional Reading Coach - Char Lien and all staff
RtI protocols for problem solving teams will determine grade level data used to facilitate collaboration meetings.	November 23 & 24, Feb 1 & 2 Used new data protocol to examine student growth in the area of reading	Plan for other meetings in late March, late April and end of year	Continuously thru 2009-10 school year	RtI Instructional Reading Coach - Char Lien
Implementation of Best Practices associated with reading instruction including: •Literacy Collaborative framework training •Daily 5: Fostering Literacy Independence in the Elementary Grades •Lucy Calkins Resources for Teaching and Writing •Reciprocal Teaching Strategy for Reading Comprehension •Grades 4 and 5 are beginning a study group on implementing strategies from SIOP (Sheltered Instruction Observation Protocol) to strengthen best instructional practices.	2 training groups in K-2 have been meeting during the school day and on-going PD Wed A few teachers have implemented w/ help from RtI Lit coach A few teachers are implementing strategy independently A few teachers are implementing strategy independently Met with Jana Hilleran for training on first few components along with PD Wednesdays to implement and share examples	On-going	Continuously thru 2009-10 school year	All staff with help from instructional coaches and specific trainers
Classroom teachers will implement instructional strategies to improve reading vocabulary utilizing Marzano's Vocabulary Strategies.	All staff has access to the Marzano Vocab Strategies book and word lists	Review other vocabulary strategies and word lists (ex. SIOP training)	Continuously thru 2009-10 school year	All staff
MN Reading Corps members will provide intervention support with one-to-one tutoring for targeted students needing strategic interventions to improve reading fluency and accuracy grades K-3.	Members have a caseload of 15-18 students each, have served 60 students and have exited around 27 students thus far. More students are entering the program from a waiting list.	Continue with program in 2011-2012	Continuously thru 2009-10 school year	MRC members and Internal Coach- Char Lien
Title I Parent Coordinator will invite identified families to participate in school activities to foster academic growth.	Held Provider Fair for SES Phone calls/personal invitations to encourage participation SES. Tutors have been placed with select students.	On-going	Winter 2010	Nadine Moon and Robin Grooters

Robert Asp Elementary School Improvement Plan - 2009-2010


Goal 3				
In the area of attendance, Robert Asp Elementary School will decrease by 6% the number of students missing 11 or more school days using the daily attendance record.				
Activity	What we've done	What needs to be done?	Timeline	Who is responsible?
A task force will communicate to staff a plan to include proactive strategies to curb excessive absenteeism	Created pamphlet to share with staff to introduce program	On going	Fall 2009	Maret Kashmark
	Send weekly notices to involved staff about specific students			Maret Kashmark
Progress monitoring of absenteeism will be conducted weekly.	Weekly HUGS meetings about student absenteeism	On going	Continuously thru 2009-10 school year	Jessica Jensen



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.105 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: March 2, 2010

SUBJECT: Major Magnitude Field Trip Request - Speech and Theater Students to New York

Attached please find information related to a proposed Major Magnitude Field Trip for Moorhead High School speech and theater students to travel to New York January 14-18, 2011. Students will be funding the trip using their own resources, which will include fundraising efforts.

Rebecca Meyer-Larson and Brian Cole will be in attendance at the March 8, 2010 School Board meeting to present the request to the board.

Suggested Resolution: Move to approve the Major Magnitude Field Trip request for Moorhead High School speech and theater students to travel to New York January 14-18, 2011.

WAK:mde
Attachment

Administrative Policy of the Moorhead Public Schools

District Code: 632.2 Major Magnitude

Date Adopted: 01/08/01 Field Trip

Revised: Request Form

Section I

Preliminary Approval

Field Trip Request Name: *Speech/Theatre to New York City*

Type of Trip: Curricular Co-curricular

Date of Request: *March 1st, 2010*

School Board Presentation Date: *March 8, 2010*

Staff/Advisor Requesting *Cole/Meyer-Larson*

Phone/Extention: 284-7437

Purpose of the Trip: *The Moorhead High Speech and Theatre Departments would like to travel to New York City to take in three live theatre events. The cultural center of America, New York City will afford our students a chance to explore not only the rich cultural heritage of the arts, but more importantly the process of our developing country.*

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

This Educational Learning Event has five components:

- | | |
|--------------------|---|
| #1 Artistic - | Theatrical Productions and Museums |
| #2 Multicultural - | Tracing the path of immigrants and serving at Homeless Shelter on MLK day.
Visiting diverse communities: Chinatown, Harlem, and the West Village |
| #3 Historical - | Key landmarks of America: Federal Building, Trinity Church, World Trade Center Site, Stonewall, African American mass grave, Cival Engineering Marvels (Brooklyn Bridge, Canal Street, Grand Central Terminal) |
| #4 Literary - | Trace the path of Holden Caulfield from <i>Catcher in the Rye</i> -
Meet with Theatre Critic of New York Times |
| #5 Personal - | Prior to departure, students complete their immigration information. Including, but not limited to, their ancestor's date of arrival in this country, country/s of origin, port of entry, method of arrival, personal stories, web research; these will be dispersed to members of the board during our post trip evaluation. |

The following standards will be addressed during this tour via discussion, observation, written critique and personal reflection.:

3. Analyze how the characteristics of a variety of genres and styles contribute to the creation of, performance of, or response to music/art/theatre.

3. Demonstrate understanding of the personal, social, cultural and historical contexts that influence the arts areas.

9.3.1.3.3 3. Justify artistic intent, including how audience and occasion influence performance choices.

4. Artistic Process: Respond or Critique 1. Respond to or critique a variety of creations and performances

1. Analyze, interpret and evaluate a variety of musical works or performances by applying self-select criteria within the traditions of the art form.

9.1.1.4.1

Analyze how the elements of theater, including plot, theme, character, language, sound and spectacle are combined to communicate meaning in the creation of, performance of, or response to theater.

Trip Destination: *New York City, New York*

Date of Trip Departure: *January 14, 2011* Return Date: *January 18, 2011*

Number of School Days Involved: *One - January 18, 2011* Number of Students Involved: *24 (Grades 9-12)*

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

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

☒ Attached funding plans (trip anticipated expenses (\$892 per person) , approximate cost to the district (\$0), student's individual costs (\$0), and fund raising plans(none);

☒ Attached plans for parental notification and approval;

☒ Attached list of accompanying staff. Brian Cole & Rebecca Meyer-Larson

Number of Chaperones needed for the trip: Two (2)

Authorization Signature of Building Principal: on file

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

Board Approval Date: _____

Section II

Final Trip Information

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

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

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

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

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

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

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

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

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

Section III

Field Trip Evaluation

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

Speech/Theatre Major Magnitude Field Trip

Time Line for New York City

January 14-18, 2011

(Subject to Change)

Accommodations: Comfort Inn (1/2 Block off Times Square)
132 W. 46th Street
New York, New York
212-221-2600

Review from Trip Advisor - (Ranked 26 out of 498 hotels in New York City - top 5%)
Wonderful place for me to stay alone. Loved the size and location. Front desk staff and breakfast room staff very helpful and accommodating. I would call this "no-frills" and just right for this trip. Felt very safe and liked proximity to theatres, restaurants, public transportation. Rooms small, very clean. Tiny but accessible business center. Only cardio in fitness room.

Air Transportation: Delta/Northwest Airlines - TF6PZO -
Depart Fargo - Connection in Minneapolis - Arrive Laguardia

Ground Transportation: New York Mass Transit - Unlimited 7 Day MTA Pass -

Friday January 14

4:00 p.m. Departure Fargo arrive LGA at 9:15 p.m. to hotel -
11:00 Empire State Building

Saturday January 15

8:00 Ride the Stanton Island Ferry - (Statue of Liberty and Ellis Island)
11:00 Wall Street/Financial - WTC Site - Trinity/St. Paul's - Lunch in Chinatown
1:00 Lower East Side Merchant Museum - follow the story of 1880 immigrants
3:30 Walking tour of Greenwich Village - Washington Square - banished artists -
Edna St. Vincent Millay Arch. Tour - High Line - Chelsea Market for Supper
8:00 Show #1 - Talk back with artistic staff after

Sunday January 16

9:00 Service at St. John the Divine - Upper West Side
11:00 Walking tour of Harlem - Apollo Theatre - MLK event
2:00 Optional discounted show (TKTS) - or Metropolitan Museum of Art
5:00 Q & A with Ben Brantley - chief theatre critic of the New York Times - TBA
7:30 Show #2 - Off Broadway - meet and greet with actors -

Monday January 17

7:00 Walk the Brooklyn Bridge & NBC Studio Observation
11:00 Ride the Roosevelt Island Tram -
12:00 Docent tour of Grand Central Station - Lunch
1:30 Art collection of the NY Public Library
2:00 Rockefeller Center - 5th Avenue - Walking tour
7:30 Show #3 - Talk back with Actors

Tuesday January 18th

10:00 Footsteps of Holden Caulfield Lunch in Central Park
2:00 Ground Transport back to Airport
4:30 Flight Departs (Change in Minneapolis) - Arrive in Fargo 8:11 p.m.

Parental Notification Form

First Payment Voucher

Moorhead Speech/Theatre Department

Cultural Excursion to New York City

January 14 - 18, 2011

I give my son/daughter _____ the permission to travel with the Moorhead Theatre Department to New York City. It is expressly understood that in the event my son/daughter becomes involved in any activity which would involve some type of punitive action, Ms. Meyer-Larson has the discretion of sending my child home at my expense. I further understand that Mr. Cole would contact me before taking such action.

Mr. Cole reserves the right to make changes in the itinerary as circumstances dictates, and is not responsible to any person for loss of time, money, or eventualities resulting from occurrences beyond reasonable control.

Transportation will be provided by the Delta Airlines or United. Ground transportation will be provided by MTA 's busses and subway. Only 24 spots are available and these will be filled on a first come first serve basis. Brian Cole and Rebecca Meyer-Larson will serve as chaperones.

The cost of the trip will be \$892 and includes all lodging (quad occupancy), all transportation, most meals, tickets to three shows, the Empire State Building, and a MTA Subway pass. Please see following page for more specific inclusions. The first payment of \$40 is due on April 15th. Three equal payments of \$284 each will be due on June 1st, September 1st, and November 1st.

Checks are to be made out to *Theatre Trips*. **No Cash is allowed**

Date

Signature (Parent/Guardian)

I have read and understand the guidelines that have been set for this trip. I realize that I will be held accountable for my actions and will be required to make up any school work I miss ahead of time.

Date

Signature (Student)

PLEASE ATTACH CHECK HERE - MADE OUT TO THEATRE TRIPS

Moorhead Theatre Director • Rebecca Meyer-Larson • 284-2371 • rmlarson@moorhead.k12.mn.us

Direct travel questions to: Brian Cole • 284-7437 • bcole@moorhead.k12.mn.us

Moorhead High School Speech & Theatre

New York City • January 14-18, 2011

Inclusions

Transportation

Round-trip airfare between Fargo and New York City
Ground transportation for all activities New York City (Metro Pass)

Accommodations & Meals

Accommodations at Comfort Inn located directly in Times Square- 4 nights
Breakfasts - 4
Dinners - 4
Suppers - 2
Porterage of luggage at hotel

Sightseeing & Activities


Empire State 86th Floor Observatory
Ground Zero - with Docent Tour Guide
Ferry Ride past Statue of Liberty/Ellis Island
3 Broadway shows
New York Stock Exchange - potential on trading floor (TBA)
Federal Building
The Following Churches:
Trinity, St. Pauls, St. Patricks, Jewish Temple, St John the Devine
The Following Communities:
Battery Park, Midtown, Tribeca, SoHo, The Village, Lower East Side, Chinatown,
Upper West Side, Murrey Hill, Brooklyn, Queens, Roosevelt Island, Stanton Island,
Central Park, Harlem, Upper East Side, and TriBeCa.
Viewing of the Today Show
Chelsea Market
Apollo Theatre
Washington Square
Grand Central Terminal - with Docent Tour Guide
New York Public Library and Art Gallery
The High Line
Roosevelt Island Tram
Radio City Music Hall (exterior)
Rockafellar Center
5th Avenue
Serving - MLK Day Event
Exclusions: Supper - 1 (Bring \$10)



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.106 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: March 2, 2010

SUBJECT: Major Magnitude Field Trip Request - Orchestra Students to Orlando, Florida

Attached please find information related to a proposed Major Magnitude Field Trip for Moorhead High School orchestra students to travel to Orlando, Florida March 24-28, 2011. Students will be funding the trip using their own resources, which will include fundraising efforts.

Jon Larson will be in attendance at the March 8, 2010 School Board meeting to present the request to the board.

Suggested Resolution: Move to approve the Major Magnitude Field Trip request for Moorhead High School orchestra students to travel to Orlando, Florida March 24-28, 2011.

WAK:mde
Attachment

Major Magnitude Field Trip Request Form

Administrative Procedure: 632.2

Section: 600 EDUCATION PROGRAMS

Date Adopted: 1/8/2001

Date Revised:

Dates Reviewed:

Administrative Policy of the Moorhead Public Schools

District Code: 632.2 Major Magnitude

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

Section I

Preliminary Approval

Field Trip Request Name: High School Orchestra Trip Type of Trip: Curricular Co-curricular

Date of Request: 1-29-2010 School Board Presentation Date: _____

Staff/Advisor Requesting Jon Larson, MHS Orchestra Director Phone/Extention: 2432

Purpose of the Trip: The purpose of this trip is to provide a venue in which our Orchestra students will work side-by-side and be critiqued by nationally recognized music professionals and to expose the Orchestra students to a variety of new performing situations. They will attend lecture sessions by nationally recognized music professionals who will also critique our Orchestra in clinic sessions. The students will observe and learn performing techniques from other orchestras and be able to apply learned techniques in several performance situations. The students will also have the opportunity to hear performances by musicians from other cultures. The ultimate purpose of this trip is to help our students become better musicians and life-long learners.

Please explain the educational value of this trip and how this trip is related to the course content and graduation standards: The High School Orchestra has been invited to perform at the Disney Honors Festival in Orlando, Florida. Disney Honors Festival is a very exclusive event where only top musical ensembles are invited to perform. The Festival includes a performance, clinic sessions with nationally known clinicians and critique ratings. The Orchestra will also have a public performance at Waterside Stage in Downtown Disney. The students will attend performances of several outstanding High School Orchestras from around the country. The students will gain experience in performing in a variety of

concert situations. They will observe and learn performing techniques from other high school and professional orchestras. During the clinic session, the students will be critiqued on their performance with suggestions for improvement in playing technique. These performances and observations partially fulfill the Minnesota graduation standards embedded in this course: Music 9 - 12, Strand I: Artistic Foundations - Standard 1, 2, and 3; Strand III: Artistic Process-Perform - Standard 1; Strand IV: Artistic Process-Respond/Critique - Standard 1.

The **Minnesota Standards for Music 9 - 12** which will be addressed by the trip include:

Strand I includes **Artistic Foundations** with sub-topics of student demonstration of musical knowledge, technical skills and musical understanding in personal, social, cultural, historical contexts which influence music. The orchestra students will perform in a variety of situations to demonstrate their musical knowledge and technical skills. They will be evaluated by top orchestra professionals in their musical knowledge and technical skills. The students will be in workshop sessions with professional musicians and composers who will share the importance of understanding personal, social, cultural and historical aspects of music composition and performance in their own experiences.

Strand III includes **Artistic Process: Perform/Present** in which students rehearse and perform complex works or multiple works of music from a variety of contexts and styles, revise performance based on artistic intent using multiple sources of critique and feedback, and develop an artistic intent including how audience and occasion affect artistic choices. The orchestra students will prepare multiple musical works from a variety of contexts and styles to perform at the festival and public concerts. They will receive feedback from professional clinicians, other student groups and recordings by evaluators. They will then have the opportunity to make adjustments and improvements in their presentation for future performances.

Strand IV includes **Artistic Process: Respond/Critique** where students analyze, interpret and evaluate a variety of musical works and performances applying self-selected criteria within the traditions of the art form. The orchestra students will attend performances by other student and professional musicians where they will analyze interpret and evaluate these performances. The students will also hear and evaluate several world music performances by ensembles from a variety of nations at EPCOT. The criteria for concert evaluation will be created by the students prior to the trip.

Trip Destination: Orlando, Florida

Date of Trip Departure: 3 - 24 - 2011 Return Date: 3 - 28 - 2011

Number of School Days Involved: 3 Number of Students Involved: 80

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

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

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

-Approximate cost per student: \$1550. Includes all transportation, hotel, event admissions, most meals.

-Funding Plan: Trip will be completely funded by the students: Fundraisers (brochure sale, coupon book, Scheels Holiday Worker program, annual fundraisers, etc.) and out-of-pocket by students.

X Attached plans for parental notification and approval;

X Attached list of accompanying staff. Number of Chaperones needed for the trip 8

Authorization Signature of Building Principal: Gene Bayle

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

Board Approval Date: _____

Section II

Final Trip Information

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

- _____ 1. Copy of the Major Magnitude Field Trip Request Form Section I with authorized signatures and school board approval;
- _____ 2. Roster of students going on the trip with signed parental approval;
- _____ 3. List of staff and adult chaperones going on the trip;
- _____ 4. A detailed trip itinerary: transportation plans at destination, hotel/motel accommodations, addresses, phone numbers, places and time lines of activities/events planned;
- _____ 5. An accommodation plan for students with an IEP or 504 plan;
- _____ 6. Trip expenses, district costs, fund raising, and cost of the trip for individual students;
- _____ 7. List of emergency phone numbers where staff/chaperones can be reached in case of an emergency;
- _____ 8. Transportation plans to and from destination: (company, flights, times, costs, schedule, chaperoning, approved district Transportation Request Form (Administrative Form 632.1) if needed.

Section III

Field Trip Evaluation

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

Moorhead High School Orchestra

2300 Fourth Avenue South
Moorhead, Minnesota 56560
(218) 284-2432

Jonathan D. Larson
Director
jonlarson@moorhead.k12.mn.us

Dear High School Orchestra Parents:

I want to inform you of an exciting event for the next school year. Plans for a 2011 Orchestra Tour are under way. The proposal for an orchestra trip to Orlando, Florida has been approved by the school board.

The dates of the performing trip are Wednesday, March 24 through Monday, March 28, 2011. The orchestra will fly to Orlando. Flight arrangements and instrument travel will be carefully made. The orchestras have been invited to participate in the Disney Honors Festival, one of the premier music festivals in the nation. The festival is several days long and includes performances, clinics, workshops and an awards banquet. In addition to the festival, we will include time at the Disney attractions. There will be a parent informational meeting (date TBA) regarding the trip.

The cost of the trip will be about \$1550 which covers transportation (anticipated airline cost), hotel, admissions to attractions, and most meals. Four Seasons Tours and Travel of Florida is the touring company handling all the arrangements. When the flight arrangements have been set, you will be notified of the exact cost. **A \$100 down payment and the attached form** will be needed from each student by the date indicated. The Orchestra will conduct several fund-raisers to offset the cost of the trip. Please contact me with any fund-raising ideas or opportunities you may be aware of.

Also, I am looking for at least eight parent chaperones to travel with us. The cost for each chaperone will be the same as the student's cost.

I am very excited about traveling and performing with these students. Thank you for supporting your son or daughter's involvement in orchestra and music education at Moorhead High School.

Sincerely,

Jon Larson
MHS Orchestra Director
284-2432
jonlarson@moorhead.k12.mn.us

Moorhead High School Orchestra

STUDENT PERMISSION SLIP

_____ has my permission to travel with the Moorhead High
School
(name of student)

Orchestra to the Disney Honors Festival in Orlando, Florida.

Parent/Guardian Signature _____

Date _____ Phone _____

Email Address _____

Please return this form along with a \$100 down payment for each student to Mr. Larson by (date TBA).

Checks should be made payable to **MHS Orchestra**

MOORHEAD HIGH SCHOOL STRING ORCHESTRA

Proposed Itinerary

Thursday, March 24, 2011

TBD Depart FARGO (Flight #TBD)

TBD Arrive ORLANDO International Airport (Flight #TBD) – A Four Seasons Tours representative will meet you upon arrival in baggage claim and direct you to transportation.

****Transportation** – Buses will transfer the group (TBD pax) to a designated building at the Disney All Star Music Resort and be released.

TBD To DISNEY ALL-STAR “MUSIC” Resort – You will be met upon arrival and given a brief orientation prior to check-in. All admission tickets will be given to your director during orientation.

* **7:00 PM - Meet the Clinicians** – All performing groups will gather to meet the clinicians. They will address performance preparation topics. There will be opportunity for students to participate in the presentation.

* **Disney Honors Reception** for all performing students, directors, and clinicians.

Friday, March 25, 2011

7:30 AM **Breakfast at Hotel** – Each individual will receive a breakfast meal coupon to be used in the foodcourt.

9:00 AM **“YOU’RE INSTRUMENTAL” Workshop at a Disney Resort** – You will be met by a Disney *Magic Music Days* representative and given a brief orientation concerning workshop procedures. The Disney Workshop will last approximately (3) hours.

* **Meals in the Park** – Your meal coupons may be used anytime throughout the day.

7:00 PM **THE DISNEY HONORS “THEME PARK PARTY” in Dinoland at Disney’s Animal Kingdom Commences**** – Enjoy this private event exclusively for The Disney Honors participants. You will meet other students and directors from across the country.

10:00 PM **Depart for Hotel**

****Transportation** – Bus(es) will be scheduled for five (5) hours today for the workshop.

MOORHEAD HIGH SCHOOL STRING ORCHESTRA
Proposed Itinerary – Page 2

Saturday, March 26, 2011

7:15 AM To BACKSTAGE EPCOT at the Disney Resort (Via Chartered Transportation) – You will be met by a Disney Honors Representative and provided a brief orientation prior to breakfast.

8:00 AM THE DISNEY HONORS ORIENTATION BUFFET BREAKFAST Commences at World Showplace in Epcot (located between Canada and United Kingdom pavilions) – This Breakfast will include a festival orientation, group and staff introductions and Disney Entertainment. Following the breakfast and program the group will have time to enjoy Epcot.

TBD PERFORMANCE on the “WATERSIDE” Stage in Downtown Disney Marketplace – You will be met by a Disney representative and given a brief orientation concerning performance procedures.

*** Meals in the Park** – Your meal coupons may be used anytime throughout the day.

2:00 PM THE DISNEY HONORS “A Conversation With...” (Instrumental Ensembles) at World Showplace at Epcot (Instruments are not required) - The Session will last approximately 60 minutes in length. The remainder of the day you will have time to enjoy the parks.

****Transportation** – Bus(es) will be scheduled for three (3) hours today for the performance.

MOORHEAD HIGH SCHOOL STRING ORCHESTRA
Proposed Itinerary – Page 3

Sunday, March 27, 2011

8:00 AM Breakfast at Hotel – Use your meal coupon.

10:00 AM To OSCEOLA PERFORMING ARTS CENTER (Via Chartered Transportation) – Please be dressed for your performance at time of departure from the hotel. Approximately a 20 minute drive from your Resort Hotel. You will be met upon arrival by a Disney Honor's representative and given instructions.

REHEARSAL

PERFORMANCE

CLINIC will follow your performance

ATTEND OTHER SCHOOL PERFORMANCES

5:15 PM To BACKSTAGE EPCOT at the Disney Resort (Via Chartered Transportation)

6:00 PM THE DISNEY HONORS CELEBRATION GALA and AWARDS at World Showcase at Epcot – Please dress semi-formal for this gala event. The Event will salute and celebrate the accomplishments of the festival participants. Featured speakers, Awards Ceremony and Disney. Entertainment will make this a memorable event for everyone!

10:00 PM Depart for Hotel (Via Disney Transportation)

****Transportation** – Two (2) buses will be on charter (9:45am-6:00pm) today. Buses will be available to transport the group in accordance with itinerary today. After transporting the group to Backstage Epcot for Gala and Awards, the buses will be released. At the conclusion of the Gala and Awards, the group will exit Epcot and use Disney Transportation to return to Disney's All Star Music Resort.

MOORHEAD HIGH SCHOOL STRING ORCHESTRA
Proposed Itinerary – Page 4

Monday, March 28, 2011

7:30 AM **Breakfast at Hotel** – Each individual will receive a breakfast meal coupon to be used in the foodcourt.

8:30 AM **Check-out** – A Four Seasons Tours representative will provide instructions pertaining to area for luggage storage.

TBD To ORLANDO International Airport

****Transportation** – Two (2) buses will transf r the group to the airport and will be released.

TBD Depart ORLANDO (Flight #TBD)

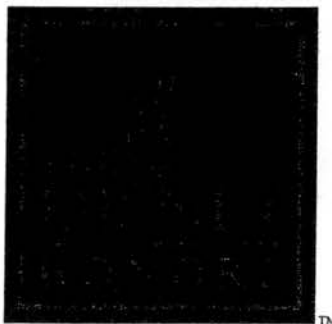
TBD Arrive FARGO (Flight #TBD)

Airline and Performance Schedules, and Park operating hours are **Subject to Change.**

Important Information Regarding Your Itinerary:

***Transportation Details:** Airline transportation and local transfers are provided for (TBD) persons by Four Seasons Tours. Local transportation includes only the transfers shown on the itinerary. While staying at a Walt Disney World Resort, you will use Disney bus transportation (excluding performance days) departing from the hotel lobby to the Disney Parks throughout the day. For all other transfers including airport and attractions other than Disney, charter buses will be used.

***Performance Information:** Performance venues and times are arranged on a first come, first serve basis and assigned according to availability and size (stage groups) of your performing group. A specific date and venue will be confirmed to you upon approval from Walt Disney World. A specific performance time will be confirmed approximately 2 weeks prior to performance date.



Jon Larson
Moorhead Senior High School
2300 4th Ave S
Moorhead, MN 56560

Dear Jon,

Greetings from Disney Performing Arts at the *Walt Disney World*® Resort in Florida!

Due to the outstanding reputation of your program, I am very pleased to send you this invitation to register for ***The Disney Honors National Choral, Concert Bands & Orchestra Invitational, March 24-27, 2011.***

Disney Performing Arts is proud to announce the newest edition of *The Disney Honors* with a renewed focus towards music education. For the first time, we also invite Middle School ensembles to participate in this magical and unique experience.

The Disney Honors provides directors with a truly once-in-a-lifetime opportunity to inspire their students to achieve excellence. This unique, non-competitive music festival experience is designed for Middle & High School Choirs, Concert Bands and Orchestras that want to take their performances to the next level through educationally-meaningful evaluation and a post-performance clinic with a distinguished music educator. This experience also includes engaging conversations with the evaluators, and magical evening events that only Disney can produce.

Renowned music-educator Dr. Tim Lautzenheiser will be returning to The Disney Honors in 2011.

Dr. Tim will present a valuable session on the topic of Excellence and how Music Makes a Difference. He will also conduct an interactive Director's Roundtable discussion with all of the participating evaluators and directors.

For additional information and to register for *The Disney Honors* 2011, please visit **www.TheDisneyHonors.com**. If you have any questions, you may also call our team at 888-779-1757 x6652 or via email **wdwdisneyhonors@disney.com**

Myself and other team members from Disney Performing Arts will be attending The Midwest Clinic in Chicago this December. If you are attending the conference, please be sure to stop by and see us at booth #984-986.

Congratulations on your inspired teaching, and passion for excellence that reflects through your student's achievements.

Sincerely,

Rene Perez
Senior Festival Manager
Disney Youth Programs
wdwdisneyhonors@disney.com

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INSPIRING A PASSION FOR EXCELLENCE

Open Letter to School Administrators and Parent Booster Organizations

This document has been prepared to inform school administrators and booster organizations of the benefits associated with ensembles participating in The Disney Honors.

The Disney Honors provides directors with a truly once-in-a-lifetime opportunity to inspire their students to achieve excellence. This unique, non-competitive music festival experience is designed for Middle & High School Choirs, Concert Bands and Orchestras that want to take their performances to the next level through educationally-meaningful evaluation and a post-performance clinic with a distinguished music educator. This unique festival at the Walt Disney World Resort in Florida also includes engaging conversations with the evaluators, presentations by guest speakers, a director's roundtable discussion and magical evening events that only Disney can produce.

For over 80 years, The Walt Disney Company has enjoyed a long heritage of outstanding musical achievements. Walt Disney also believed in education through entertainment.

"Throughout our career in motion pictures classical music has played a very important part. Early in the beginning we created a cartoon series called 'Silly Symphonies'...simple short subjects that relied heavily on the works of classical composers. The popularity of the 'Silly Symphonies' led us to undertake a major effort, 'Fantasia,' which featured the music of Bach, Dukas, Tchaikovsky, Stravinsky, Mussorgsky, Beethoven and Schubert." — Walt Disney

Renowned music-educator Dr. Tim Lautzenheiser will be returning to The Disney Honors in 2011. Dr. Tim will present a valuable session on the topic of Excellence and how Music Makes a Difference. He will also conduct an interactive Director's Roundtable discussion with all of the participating evaluators and directors.

The Disney Honors has hosted ensembles from Japan and from across the United States. We invite ensembles to stretch their musical abilities and experience an educational and immersive experience like no other. With world-class Disney service, excellent performance venues and unparalleled educational offerings, the difference is distinctly Disney.

Due to the festival's focus on music education, MENC: The National Association for Music Education officially endorses *The Disney Honors*.

In order to ensure the best performance experience, Ludwig/Musser Percussion and Glaesel String Instruments from Conn-Selmer, Inc. are the Official Instruments of *The Disney Honors*.

For additional information you may contact us at 888-833-4735, visit our website at www.TheDisneyHonors.com or email us at WDWDDisneyHonors@Disney.com

We look forward to the opportunity of hosting your school's ensemble at *The Disney Honors*!

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Disney Destinations, LLC
P.O. Box 10,111, Lake Buena Vista, FL 32830

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INSPIRING A PASSION FOR EXCELLENCE

Listing of past Disney Honors Evaluators

The Disney Honors has an established tradition of hosting some of the most distinguished music educators to serve as evaluators for the festival and to provide meaningful and positive written and recorded feedback. In addition, one evaluator will also conduct a 30-minute post-performance clinic for each ensemble.

Evaluators are announced as we draw closer to the event dates.

Below is a list of the past Disney Honors Evaluators:

INSTRUMENTAL EVALUATORS

Dr. Louis Bergonzi — The Eastman School of Music (2005)
Mr. Eugene Corporon — University of North Texas (2005)
Prof. Paula Crider — University of Texas (2006, 2007)
Mr. Richard Floyd — University of Texas (2005, 2006, 2007)
Col. Arnald D. Gabriel — United States Air Force retired (2005, 2009)
Dr. Robert Gillespie — The Ohio State University (2007, 2009)
Mr. Gary Green — The University of Miami (2005)
Mr. Jung - Ho Pak — San Diego Chamber Orchestra & Interlochen Center for the Arts (2006, 2007)
Dr. David Littrell — Kansas State University (2007)
Dr. Sarah McKoin — Texas Tech University (2007)
Mr. Allan McMurray — University of Colorado (2005, 2008)
Mr. H. Robert Reynolds — University of Southern California (2005, 2009)
Dr. Mark Scatterday — Eastman School of Music (2009)
Dr. Frank Ticheli — University of Southern California (2007)
Dr. Larry D Wyatt — University of South Carolina (2005)

CHORAL EVALUATORS

Dr. Jerry Blackstone — University of Michigan (2005)
Dr. Rodney Eichenberger — Florida State University (2007)
Dr. Eph Ely — University Of Missouri-Kansas City (2007)
Dr. Joseph Flummerfelt — Westminster Choir College (2007)
Dr. Craig Jessop — Mormon Tabernacle Choir/Utah State University (2007, 2009)
Dr. James Litton — American Boy Choir (2009)
Mr. Richard Nace — University of Puget Sound (2009)
Dr. Weston Noble — Luther College (2005, 2006, 2007)
Dr. Sharon Paul — University of Oregon (2009)
Dr. William C. Powell — Auburn University (2007)
Dr. John Sinclair — Rollins College (2005)
Dr. Charles Smith — Michigan State University (2005)
Prof. Jing Ling-Tam — University of Texas-Arlington (2006, 2007)

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Testimonials from Participating Directors and Evaluators

"The Disney Honors masterfully combines elements of a distinctive multi-faceted music festival with a broad array of matchless educational opportunities that only "Disney Magic" can provide. Guided by the seemingly limitless vision and imagination of Disney and featured nationally recognized conductors and educators as clinicians this event is destined to attract the very finest in high school performing ensembles from across the nation."

Richard Floyd, State Director of Music, Interscholastic League, University of Texas
(Evaluator at *The Disney Honors* 2005, 2006, 2007)

"The Disney Honors is a first-class festival in every way--great performance venue, terrific choirs, and a substantial amount time for each choir to interact with an experienced conductor/adjudicator. Couple this with the excitement that is Disney and you have an educational experience like none other."

**Jerry Blackstone, Director of Choirs and
Chair of the Conducting Department at the University of Michigan**
(Evaluator at *The Disney Honors* 2005)

"The combination of clinics, taped comments, and master class lectures by leaders in the profession provides all of the people ingredients to make the event a national treasure."

Allan McMurray, Director of Bands at the University of Colorado
(Evaluator at *The Disney Honors* 2005, 2008)

"The Disney Honors has all the ingredients of a special festival. Great attention is given not only to the musical growth of the ensembles, but also the personal growth of the individual musicians. This against the backdrop of Disney World - a unique package."

Dr. Weston Noble, Director of Music Activities, Luther College
(Evaluator at *The Disney Honors* 2005, 2006, 2007)

"Usually, the classroom music teacher is the cheerleader, pianist, director, counselor, disciplinarian, reinforcer, advocate, parent, bus driver, drama coach, stage manager, sound technician, arranger and composer. But for one short weekend, I was reminded why I am here and why I do this every day. Thank you for a wonderful experience!"

Cindy Hunt, Choral Director, Westchester Academy

"It was so refreshing to have education and improvement as the total focus of the evaluators as opposed to trying to put a number on a performance."

Darrell Pearman, Band Director from Woodbridge Sr. H.S.

"Again, I want to thank you for the opportunity to perform. I have no doubts that my students will remember this event like no other they have experienced during their time with me. I can think of no greater measure of a trips' value."

Mark Veenstra, Band Director for Cy-Fair HS Band

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INSPIRING A PASSION FOR EXCELLENCE

Testimonials from Participating Directors and Evaluators

*"I wanted to take a moment to say thanks to you, and to the entire staff, for providing us with such an incredible experience at **The Disney Honors**. Every one of our Salem folks, students, and parents alike, said it was one of the best trips we have ever taken. Everything was simply great from every aspect ...The obvious thought and care that you and your staff put into the creation of this event was evident in so many ways... The musical experience was, in a word, outstanding. The opportunity to sing for, and work with, even one of the clinicians would have been great; having all of them listening and providing comments, critique, and encouragement was simply incredible. Their openness, professionalism, and willingness to share truly inspired my students ...so much so that the effect is still evident more than a month later as we prepare for our final performance of the year. **The Disney Honors** has most definitely 'raised the bar' for festival experiences. I hope we are able to return and participate again VERY soon!"*

Dr. Don Krudop, Director of Choral Music Education, Salem High School

"This was the best trip I have ever taken with my students and they all agreed it was worth every difficult thing we did to get there. I have never been to such a well-organized festival and I've never been to a festival which was so positive to both the students and myself. I felt so affirmed, and in talking with the evaluators (a stellar panel) found myself to be among friends, who are all educators who believe as I do, that it is a calling to be a teacher. It will be difficult to top this experience, both musically and educationally."

Martha Springstead, Choral Director, Landstown High School

"It was truly about the students, teachers, the music and in making a positive experience for everyone involved. Congratulations on creating an exceptional event for all of us."

**Dr. Craig Jessop, Music Department Head, Utah State University &
Former Director, Mormon Tabernacle Choir
(Evaluator at *The Disney Honors* 2005, 2006, 2007)**

*"As a conductor who has worked with many different all-state festivals and clinics throughout the country, **The Disney Honors** is one of the most unique and valuable programs a director can consider for their ensembles. In a healthy non-competitive atmosphere, I was able to share my best advice with the groups in a focused and stress-free setting. And since it's over several days at one location, we could sit and talk with the students and directors individually, discussing everything from repertoire and teaching ideas, to trends in our profession. It's a dream program for ensembles ready for an extraordinary experience. There is not another program like this in the world."*

**Jung-Ho Pak, Music Director, New Haven Symphony Orchestra, Music Director,
San Diego Chamber Orchestra, Music Director,
(Evaluator at *The Disney Honors* 2006, 2007)**

"The entire event was first class in every way, and it was most refreshing to have the opportunity to contribute to taking bands to that elusive 'next musical level' without the burden of ratings or competition."

**Paula Crider, Professor Emeritus, The University of Texas
(Evaluator at *The Disney Honors* 2006, 2007)**

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Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.096R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: March 2, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Credit Card Usage and Electronic Funds Transfer (805), for your review.

Suggested Resolution: Move to approve the policy, Credit Card Usage and Electronic Funds Transfer (805), as presented.

LAK:mde
Attachment

Credit Card Usage and Electronic Funds Transfer

Type: School Board Policy
Section: 800 BUSINESS SERVICES
Code: 805
Adopted Date: 2/10/2010
Revised Date(s):
Reviewed Date(s):
Attached Files: No Documents Found.

I. PURPOSE

The purpose of this policy is to control the use of credit cards and to ensure the proper usage of credit cards and electronic funds transfers.

II. GENERAL STATEMENT

To ensure that the usage of credit cards and electronic funds transfer are done so in accordance with current industry standards and follow recommendations made by the district's auditors and the Office of the State Auditor.

III. DEFINITIONS

Electronic Funds Transfer - Any transfer of funds that is initiated by electronic means.

IV. CREDIT CARD USAGE

A. Purchases made with a credit card must be consistent with state law and the Office of the State Auditor.

B. The School Board shall authorize the Superintendent to annually identify the employees and officers who are authorized to make purchases on behalf of the district.

C. Credit card charges shall be limited to \$2,500 per transaction. Any employee who desires to use a credit card to make a purchase greater than this amount must seek approval from the Superintendent or the Superintendent's designee.

D. The authority to use credit cards does not authorize the creation of a new form of debt for the district; credit cards are to be considered another form of authorized payment. Credit card charges shall be paid off on a monthly basis.

E. Purchases shall be limited to small purchases that are incurred in the regular course of business and for business travel expenses incurred by authorized credit card users. Travel expenses shall include meals, lodging, conference registration, transportation, and parking.

F. All receipts and other supporting documents must be turned in to the district's business office in a timely manner for review, authorization and documentation. Itemized receipts are required for substantiation of credit card usage.

G. The purchase of non-business related and/or personal items and services is prohibited. If the district does not authorize the credit card purchase, the officer or employee who made the purchase becomes personally liable for the amount of purchase.

H. The purchase of alcoholic beverages and tobacco is prohibited.

V. ELECTRONIC FUNDS TRANSFER

A. The School Board shall authorize the Superintendent to annually delegate authority to make electronic funds transfers.

B. The School Board shall approve the opening and closing of accounts.

C. The School Board shall annually authorize the Superintendent or designee to invest in passbook savings, money-market savings, certificates of deposit, Minnesota School District Liquid Asset Fund, and other legal investments as recommended for school district funds as needed for the operation of school district business.

D. The district shall require any disbursing bank to keep a certified copy of the delegation of authority.

E. The disbursing bank and the school district must identify the initiator of each electronic transfer.

F. Prior to any electronic funds transfer, the initiator shall document the request and obtain approval for each transaction from the Superintendent or designee.

G. Written confirmation of each electronic funds transfer shall be available within one business day of each transaction.

H. A list of all electronic funds transfers shall be submitted to the School Board at the next regular board meeting following the transfer.

Cross Reference:

Minnesota Office of the State Auditor Statement of Position on Credit Card Use and Policies, July 2008.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.098R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: March 3, 2010

SUBJECT: Flood Update

Attached please find a Moorhead School District document regarding Flood Contingency Guidelines. This document identifies flood phase stages and action steps to assist administration, staff and community with planning and preparation in case of a major flood event. This document will be reviewed at the March 8, 2010 board meeting.

LAK:mde
Attachment

3/4/10

DRAFT		
Moorhead Area Public Schools		Flood Contingency Guidelines
	Flood Stage	Action Steps
Phase 1 (Green)	Below 30 Feet	<ul style="list-style-type: none"> • Normal school activities • Assistance with sandbagging after school if requested (encourage participation) • District administration coordination with city and county officials
Phase 2 (Yellow)	30-40 Feet	<ul style="list-style-type: none"> • Goal is to maintain structured routine for all students • Monitor absence reasons for staff and students to determine further action steps • Consider suspending staff development activity during school day, in and out of district • Assistance with sandbagging during free periods and afterschool (students with request from parents) • Consider cancellation or alternatives for activities • Teachers prepare alternate assignments or projects if needed • Consider transportation and alternative routes if needed • Flood updates, blog on district website • Review student dismissal procedures • District administration coordination and briefings with city and county officials as needed
Phase 3 (Red)	Over 40 Feet	<ul style="list-style-type: none"> • Goal is to maintain structured routine for all students • Monitor absence reasons for staff and students to determine further action steps • Suspend all staff development activities • Consider cancellation or alternatives for activities • Assistance with sandbagging (students with request from parents) • Placement of management staff as needed for staff absence • Consider selected school closure based on circumstance • Flood updates, blog on district website • Use of telephone alert system as needed • Teachers prepare alternate assignments or projects if needed • Meeting with Safe and Healthy Learners committee if needed • Consider coordination of transportation with city and county and alternative routes if needed • Review student dismissal procedures in all schools • District administration coordination and briefings with city and county officials

This is a planning document and may be changed with involvement of national, state or local agencies.

S-NA-BOS
22 March 2010

INDEPENDENT SCHOOL DISTRICT #152

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

March 22, 2010

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 _____
Sonia Mayo Hohnadel _____	Dr. Lynne A. Kovash _____

AGENDA

1. **CALL TO ORDER**

- A. Pledge of Allegiance
- B. Preview of Agenda - Dr. Lynne A. Kovash, Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. Matters Presented by Citizens/Other Communications (Non-Agenda Items)
(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School Board secretary.)

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 AGENDA - March 22, 2010

PAGE 2

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

- A. SUPERINTENDENT MATTERS - Kovash
- B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak
- C. HUMAN RESOURCES MATTERS - Nielsen
 - (1) Approval of Family/Medical Leaves - Page 5
 - (2) Approval of Early Retirements - Page 6
 - (3) Acceptance of Resignation - Page 7
 - (3) Approval of New Employees - Page 8
- D. LEARNER SUPPORT SERVICES MATTERS - Skarvold

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

Moved by _____ Seconded by _____
Comments _____

- 3. **QUALITY COMPENSATION (Q COMP) PROGRAM PRESENTATION:** Kovash
Pages 9-15

- 4. **APPROVAL OF PRELIMINARY 2010-2011 STAFFING PLAN:** Kovash
Pages 16-18

Suggested Resolution: Move to approve the preliminary 2010-2011 Staffing Plan as presented.

Moved by _____ Seconded by _____
Comments _____

- 5. **APPROVAL OF RESOLUTION FOR DISCONTINUING AND REDUCING EDUCATIONAL PROGRAMS AND LICENSED POSITIONS:** Kovash
Pages 19-20

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

SCHOOL BOARD AGENDA - March 22, 2010

PAGE 3

Moved by _____ Seconded by _____
Comments _____

6. **UPDATE ON WEATHER AND FLOOD RELATED INFORMATION:** Kovash
7. **COMMITTEE REPORTS**
8. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**
9. **ADJOURNMENT**

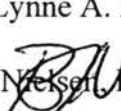
SCHOOL BOARD AGENDA - March 22, 2010**PAGE 4****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Technology Committee	March 23	3:45 pm	PCE
Prof Dev Before/After School	March 24		
Spec Educ Parent Adv Com	March 24	12 pm	PCE
Policy Review Committee	March 29	7 pm	PCE
Activities Council	March 30	7 am	PCE
Joint Powers Committee	April 1	7 am	PCE
Horizon PTAC	April 1	7 pm	Media Center
Asp PTAC	April 5	6:30 pm	Media Center
Reinertsen PTAC	April 5	6:30 pm	Media Center
Moorhead High School PTAC	April 5	7 pm	Conf Rm
Continuing Education Com	April 6	6:45 am	Village Inn
Staff Development Com	April 6	3:30 pm	PCE
Prof Dev Before/After School	April 7		
Indian Educ Parent Com	April 7	5 pm	PCE
Instr and Curr Adv Com	April 8	7 am	PCE
Early Chldhd Advisory Com	April 8	6:30 pm	PCE
School Board	April 12	7 pm	PCE
Com Ed Appreciation Event	April 13	5 pm	PCE
Hopkins PTAC	April 13	6:30 pm	Media Center
Supt's Advisory Council	April 15	7 pm	PCE
Safe & Healthy Learners Com	April 19	3 pm	PCE
Prof Dev Before/After School	April 21		
Interagency Early Interv Com	April 21	12 pm	FSC
School Board	April 26	7 pm	PCE
Activities Council	April 27	7 am	Conf Rm
Technology Committee	April 27	3:45 pm	PCE
Grds 9-12 P/T Conferences	April 27	5-8:30 pm	



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.085

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron  Nelson, Director of Human Resources
DATE: March 15, 2010
RE: Family/Medical Leave

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

Lisa Karch Counselor, S. G. Reinertsen Elementary, effective approximately May 6, 2010 for the remainder of the 2009-2010 school year.

Rachel Lerum Learner Support Services Teacher, High School, effective approximately May 10, 2010 for the remainder of the 2009-2010 school year.

Kayte Ward Busdriver, Transportation, effective approximately April 1, 2010 for approximately six to eight weeks.

SUGGESTED RESOLUTION: Move to approve the request for Family/Medical Leave for Lisa Karch and Rachel Lerum pursuant to Article 39, Section 1 of the Teachers' Master Agreement and Kayte Ward pursuant to Article VIII, Section 3 of the Bus Drivers/Assistants Master Agreement.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.087

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nelson, Director of Human Resources
DATE: March 15, 2010
RE: Early Retirement

The administration requests approval of Early Retirement for the following people:

Larry Potter Physical Education Teacher, Ellen Hopkins Elementary, effective May 18, 2010.
Jean Moe Teacher on Family/Medical Leave, High School, effective March 25, 2010.

SUGGESTED RESOLUTION: Move to approve the Early Retirement of Larry Potter and Jean Moe as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.084

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 15, 2010
RE: Resignation

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

Sara Lundwall Teacher on one year leave of absence, effective end of the 2009-2010 school year.

SUGGESTED RESOLUTION: Move to approve the resignation of Sara Lundwall as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.083

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: March 15, 2010
RE: New Employees

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

Eric Sanders	Application System Administrator, Probstfield Center of Education, B32 (4) \$20.24 per hour, 8 hours per day, effective March 9, 2010. (Replaces Ryan Hase)
Victor Rios	Bus Driver, Transportation, 4 hours per day, \$13.07 per hour. (Additional AM & PM route added)

SUGGESTED RESOLUTION: Move to approve the employment of Eric Sanders and Victor Rios as presented.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.100R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

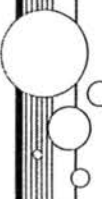
DATE: March 15, 2010

SUBJECT: Quality Compensation (Q Comp) Program Presentation

Attached is information that will be shared with the board on Quality Compensation (Q Comp). The presentation will include the history of the program along with key components and ideas for program design.

A team of teachers and administrators are working through a timeline, school visitations and the application. Additional information will be shared with the board as the process continues.

LAK:mde
Attachment



QUALITY COMPENSATION FOR TEACHERS OR "Q COMP"

**Minn. Stat. 122A.413-415
Presentation March 22, 2010
School Board Meeting**

Adapted from Minnesota Department of Education presentation
August 2006

HISTORY OF ALTERNATIVE TEACHER COMPENSATION IN MINNESOTA

**Alternative teacher compensation grant
program pilot passed in 2001 and started in
2002**

- o Funding allocated from legislature
- o Local design
- o Focused on alternative salary schedule and career ladders for teachers
- o Five school districts participated in the program

HISTORY OF ALTERNATIVE TEACHER COMPENSATION IN MINNESOTA

- o As a legislator and as House Majority Leader, he strongly supported alternative teacher compensation.
- o The state had a \$4.5 billion deficit in 2003 – alternative compensation proposal was put into planning stage.
- o Governor directed the Department of Education to look at various models and take input from stakeholders.
- o Teacher Advancement Program (TAP) was started in two school districts through a federal Teacher Quality Enhancement Grant.
- o Governor Pawlenty proposed "Q Comp" in 2005.
- o Q Comp passed in July 2005 during a special session of the Minnesota Legislature.

Q COMP COMPONENTS

- o **Component #1: Career Ladders or Career Advancement Options**
- o **Component #2: Job-embedded Professional Development**
- o **Component #3: Performance Pay**
- o **Component #4: Teacher Evaluations and Observations**
- o **Component #5: Alternative Salary Schedule**

COMPONENT #1: CAREER LADDERS OR CAREER ADVANCEMENT OPTIONS

Language in state law:

The alternative teacher professional pay system agreement must: (1) describe how teachers can achieve career advancement and additional compensation; (2) describe how the school district, intermediate school district, school site, or charter school will provide teachers with career advancement options that allow teachers to retain primary roles in student instruction and facilitate site-focused professional development that helps other teachers improve their skills;

Additional language in state law:

....provide integrated ongoing site-based professional development activities to improve instructional skills and learning that are aligned with student needs.... led during the school day by trained teacher leaders such as master or mentor teachers;

COMPONENT #1:

Each site's Q-Comp goal supports the School Improvement Plan at the site, which in turn supports the District Improvement Agenda.

Career Ladder Positions at each school might include:

Mentor Teachers

- o Planning and implementing professional development for the staff using research-based strategies based on student need.
- o Field-testing instructional strategies.
- o Managing and supporting each teachers' individual growth plan.
- o Classroom observations (evaluations)/conferencing.
- o Demonstration teacher
- o Co-planning and team-teaching lessons.
- o Developing pre- and post-assessments.
- o Coaching (peer, cognitive, and content).
- o Leadership team participation.
- o

COMPONENT #1 (CONTINUED)

Instructional Coach

- o Assisting with the planning and implementation of professional development for the staff using research-based strategies based on student need.
- o Field-testing instructional strategies.
- o Assisting with the support of each teachers' individual growth plans.
- o Classroom observations (evaluations)/Conferencing.
- o Demonstration teacher.
- o Co-planning and team-teaching lessons.
- o Coaching (peer, cognitive, and content).
- o Leadership team participation.

COMPONENT #2: SITE-BASED PROFESSIONAL DEVELOPMENT

Language in state law:

....provide integrated ongoing site-based professional development activities to improve instructional skills and learning that are aligned with student needs under section 122A.413, consistent with the staff development plan under section 122A.60 and led during the school day by trained teacher leaders such as master or mentor teachers;

COMPONENT #2: IMPLEMENTATION IN SCHOOLS

- o Weekly job-embedded staff development is delivered via professional learning teams, collaborative teams (should be at least 60 minutes per week during the teachers' contract day).
- o Cluster configurations are based on grade levels or content areas.
- o Specialists are included in each cluster or meet separately.
- o Mentors and/or Coaches field-test instructional strategies and bring student work to the cluster meeting (i.e., data driven).
- o Through modeling, teachers are taught the new instructional strategy.
- o Teachers are given time during cluster meetings to develop their own lessons using the strategy.
- o Mentors and/or Coaches follow-up with each teacher to ensure the strategy is implemented via observations and coaching.
- o Review of data regarding common assessments
- o After using the strategy, teachers bring student work to cluster meetings for analysis.

COMPONENT #3: PERFORMANCE PAY

- o Why performance pay?
- o Attract and retain quality teachers
 - Beginning salaries perceived as too low.
 - Experienced teachers have cap on salary increases later in their career.

COMPONENT #3: PERFORMANCE PAY

How might it work?

- ✓ Participation in individual evaluations
- ✓ School and student achievement gains (local assessment and/or state assessment – local option)
- ✓ Measures of student achievement

COMPONENT #3: PERFORMANCE PAY REQUIREMENT FOR Q COMP

Describe how at least 60 percent of teacher compensation increases aligns of teacher performance measures with student academic achievement using:

(i) school wide student achievement gains under section 120B.35 or locally selected standardized assessment outcomes, or both; (ii) measures of student achievement; and

(iii) an objective evaluation program that includes: (A) individual teacher evaluations aligned with the educational improvement plan under section 122A.413 and the staff development plan under section 122A.60; and (B) objective evaluations using multiple criteria conducted by a locally selected and periodically trained evaluation team that understands teaching and learning;

COMPONENT #3: PERFORMANCE PAY

Tips

- Focus on systemic compensation changes and not individual teacher based.
- Try not to place too much performance pay compensation in one criteria or measurement.
- Use multiple data points.
- Embed as much of performance pay as possible.
- Local review of compensation system is important.

COMPONENT #4: TEACHER EVALUATIONS AND OBSERVATIONS

Goals:

- o Improve teacher quality
- o Identify areas of strength and have teacher share with colleagues
- o Identify areas of need to design individual support and professional development
- o Encourage collaboration and collegiality
- o Reward professional growth-individually, by team, and by school.

COMPONENT #4: TEACHER EVALUATIONS AND OBSERVATIONS

Language in state law:

....individual teacher evaluations aligned with the educational improvement plan under section 122A.413 and the staff development plan under section 122A.60; and (B) objective evaluations using multiple criteria conducted by a locally selected and periodically trained evaluation team that understands teaching and learning;

COMPONENT #4: WHAT DOES THE TEACHER EVALUATION LOOK LIKE?

- o Each teacher (including Mentors and Coaches) is observed **at least** three times per year.
- o Each teacher is observed by an administrator, mentors, and/or coaches (trained evaluators).

COMPONENT #4: TEACHER EVALUATION TIPS

Tips:

- Use multiple evaluations and observations.
- Watch and monitor for inter-rater reliability, including score inflation.
- One person should not control a teacher's compensation – this needs to be a team to ensure inter-rater reliability.
- Evaluation rubric must be reasonable and focused on instruction.
- Make sure you have an appeals process in place.
- Remember the specialists! You may need to modify evaluation rubrics for specialists.

COMPONENT #5: SALARY SCHEDULE HISTORICAL BACKGROUND

Three phases of the development of teacher pay:

- Phase I: Lasted until roughly the 20th century, teacher pay was negotiated between an individual teacher and school board. As districts grew and consolidated, this became a problematic process and unpopular with teachers due to favoritism.
- Phase II: Salary schedule included some merit pay components, and the pay differed based on grade levels, with high school teachers being paid more than elementary teachers. This lasted until 1920s/pre-WW II.
- Phase III: The "single salary schedule" was accelerated around the WWII time period and pay was based on the level of experience and personal development through advanced education degrees and course credits, not by merit or grade level. The unification of the salary schedule was eventually embraced by NEA and AFT.

COMPONENT #5: SALARY SCHEDULE

Types of Salary Schedules not based on "steps and lanes" (or "steps and columns"):

- **Knowledge and skill based pay:** Base pay progression that rewards teachers for developing and using skills required for achieving high performance standards.
- **School-based Performance Award:** Goal oriented incentive program that rewards teachers when goals regarding student performance are met or exceeded.
- **Pay Competitiveness:** Salary levels that are adequate to recruit and retain top talent, including higher salaries for teachers in license shortage areas or hard-to-staff schools.

Q Comp allows districts to take the "best" in each of the three above and incorporate it.

COMPONENT #5: ALTERNATIVE SALARY SCHEDULE

Under the Q comp program, a school district will need to negotiate a new salary schedule that is not based exclusively and "reforms" the lockstep steps and lanes system. School district and teachers will need to design a new salary schedule. It is expected that no teacher would receive a pay cut under a new salary schedule – they would start from where they left off on steps and lanes.

APPLICATION PROCESS FOR Q COMP

- School districts and teachers will be given a formal review with the status of their Q Comp Proposal within 30 days of the Department's receipt of the application. Districts and teachers then have 30 days to revise the application.
- State (Department of Education) has final approval of Q Comp application.
- Districts and teachers may enter into a four-year contract (instead of two year contract) under Q Comp.
- Districts and teachers may re-open master agreement for the sole purpose of Q Comp. (This effectively amended the Public Employees Labor Relations Act or PELRA)

LOOKING TO THE FUTURE: OPPORTUNITIES AND CHALLENGES IN Q COMP

Opportunities:

- Focus on teacher quality and effectiveness
- Teacher collaboration
- Professional development based on student needs
- Attract and retain quality teachers

Challenges:

- Sustainability of funding
- Must be a transparent process for teachers and public



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.102R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: March 16, 2010

SUBJECT: Preliminary 2010-2011 Staffing Plan

Attached is a preliminary 2010-2011 Staffing Plan for licensed and non-licensed staff along with a projection of average class sizes.

Suggested Resolution: Move to approve the preliminary 2010-2011 Staffing Plan as presented.

LAK:mde
Attachment

2010-11 Staffing Plan

Licensed Staff (FTE)	2009-10 Budget	2009-10 Actual	2010-11 Budget	Increase (Decrease)
Elementary (K-5)	83	85	87	2
Middle School (6-8)	49	51.65	51.65	0
High School (9-12)	56.4	57.349	55.349	-2
Alternative Education	7.058	7.92	7.92	0
Special Education ***	107.25	105.88	105.88	0
ESL	5.528	5.3	5.3	0
Elementary Art	3	3	3	0
Elementary Music	6.8	6.33	6.33	0
Elementary Physical Education	6.5	6.33	6.33	0
Gifted and Talented	1.5	1.5	1.5	0
Administrative	10	10	10	0
Media Specialists	3	3	3	0
Counselors	10	10	10	0
School Nurses	2	2	2	0
Supervisory	6	6	6	0
Total Licensed Staff	357.036	361.259	361.259	0
Federal Programs/Grants **	16.25	16.25	18.5	2.25
Non-Licensed Staff				0
Administrative	1	1	0	-1
Supervisory	7	6	7	1
Paraprofessionals*	148	147.495	147.495	0
Non-Aligned/TCI	20.812	21.1125	21.1125	0
Clerical	39	38.025	38.025	0
Custodial	32	32	32	0
Total Non-Licensed Staff	247.812	245.6325	245.6325	0
Federal Programs/Grants **	6.11	6.11	6.11	0

Administrative and supervisory line items include reductions and changes during fiscal year.

* Includes all paraprofessionals funded through tuition, special and general education.

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

*** Includes positions filled by purchased services.

The following chart provides information regarding the average class sizes at each grade level. The class sizes are teachers to students. Additional staff members are not counted in the ratios. The district annual plan provides for class sizes within the following parameters:

Student to Teacher Ratios

	04-05	05-06	06-07	07-08	08-09	09-10	10-11
Grade Level							
Elem K-3	25:1	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	29:1
Middle School	30:1	30:1	30:1	30:1	30:1	33:1	33:1
Senior High	30:1	30:1	30:1	30:1	30:1	36:1	36:1

Secondary staffing for elective classes will require a student enrollment of 20.

Average Class Size

	04-05	05-06	06-07	07-08	08-09	09-10	Projected 10-11
	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size
Kindergarten	23	22	23	22	22	23	22
Grade 1	24	24	24	24	24	24	23
Grade 2	24	25	23	23	24	25	26
Grade 3	25	25	25	26	25	29	25
Grade 4	25	26	25	25	27	27	27
Grade 5	26	26	28	26	29	29	28
Grade 6	26	29	30	27	29	33	33
Grade 7	29	26	25	30	27	33	33
Grade 8	26	26	26	27	31	31	33
District Average K-3	24	24	24	24	24	25	24
District Average K-5	25	25	24	23	25	26	25
District Average 6-8	27	27	27	28	29	32	33

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



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.101R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: March 16, 2010

SUBJECT: Resolution for Discontinuing and Reducing Educational Programs and Licensed Positions

Please consider the attached resolution directing 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.

<u>FTE</u>	<u>License</u>	
1.0	English	7-12
.334	Business	7-12
.666	Science	7-12
.1875	Social	7-12
.1005	World Language	7-12
2.288	TOTAL	

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

LAK:mde
Attachment

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION DISCONTINUING AND REDUCING
EDUCATIONAL PROGRAMS AND POSITIONS

WHEREAS, the School Board of Independent School District No.152 adopted a resolution on January 11, 2010, directing the administration to make recommendations for reductions in programs and positions, and

WHEREAS, said recommendation have been received and considered by school board,

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

That the following programs and positions, or portions thereof, be discontinued:

<u>FTE</u>	<u>License</u>	
1.0	English	7-12
.334	Business	7-12
.666	Science	7-12
.1875	Social	7-12
.1005	World Language	7-12
2.288	TOTAL	

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

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

S-M-A-BOS
12 April 2010

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

April 12, 2010
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 _____
Sonia Mayo Hohnadel _____	Dr. Lynne A. Kovash _____

AGENDA

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Preview of Agenda - Dr. Lynne A. Kovash, Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

We Are Proud of Horizon Middle School students who were selected for this year's Grades 7-8 Girls Anacrusis All State Honor Choir. They are Ashlea Brenna, Rachel Rosson and Maddison Timm. The students auditioned and 100 were selected out of 300 students from around the state. The Anacrusis choirs, which are sponsored by the Minnesota chapter of the American Choral Directors' Association, rehearsed and performed in Mahtomedi, Minn., on Nov. 21. Terrie Lura is the choir teacher at Horizon Middle School.

We Are Proud of Horizon Middle School students who received individual awards

SCHOOL BOARD AGENDA - April 12, 2010

PAGE 2

in the Grade 6 Regional Math Masters Tournament held in Moorhead on March 12. Fourteen teams from the area participated in both individual and team rounds. The top eight students in each category received medallions.

Facts Drill awards went to:

- 1st Place -- Isaac Judisch
- 3rd Place -- Garrett Brooks
- 6th Place -- Nicole Kurtti

Individual Round awards went to:

- 2nd Place -- Tyler Walton
- 3rd Place -- Elly Schaefer
- 4th Place -- Diana Nguyen
- 5th Place -- Stefan Duginski
- 7th Place -- Seamus Neill
- 8th Place -- Griffin Swenson

Their math teachers are Barb Stack, Cheryl Keenan and Sharon Nelson. Lois Brown is the Math Masters coordinator.

Math Masters of Minnesota is a statewide competition that challenges students to use higher-order thinking skills and problem-solving abilities in mathematics and recognizes academic effort and achievement.

We Are Proud of the Horizon Middle School House 6C team for placing first in the sixth-grade Regional Math Masters Tournament held March 12 at Horizon. Team members are Hayden Emery, Isaac Judisch, Kara Lee, Elly Schaefer and Tyler Walton. Their math teacher is Barb Stack.

We Are Proud of the Horizon Middle School House 6B team for placing second in the sixth-grade Regional Math Masters Tournament held March 12 at Horizon. Team members are Stefan Duginski, Anthony Johnson, Maren Krugler, Diana Nguyen and Griffin Swenson. Their math teacher is Cheryl Keenan.

We Are Proud of the Horizon Middle School combined team for placing third in the sixth-grade Regional Math Masters Tournament held March 12 at Horizon. Team members are Hannah Boberg, Britta Hanson, Megan MacFarlane and Grady Ryan.

We Are Proud of members of the Moorhead High boys swimming and diving team for advancing to the state meet. Athletes who placed at the state tournament are: David Flickinger, 5th place in 100 yard butterfly, 7th place in 200 yard freestyle; Michael Golling, 3rd place in 1 meter diving; Logan Arnold, Chris Fierstine, Patrick

SCHOOL BOARD AGENDA - April 12, 2010
PAGE 3

Foley and David Flickinger, 15th place in 200 freestyle relay and 12th place in 400 freestyle relay. Moorhead finished 12th as a team. The head coach is Jeff Schneider, and assistant coaches are John Schmidt and Lars Seljevoll.

We Are Proud of the nineteen Horizon Middle School students who were selected to advance to the Minnesota State History Day Competition at the University of Minnesota on May 1. Students competed in the Regional History Day competition at MSUM on April 23. The 2010 History Day Theme is "Innovation in History: Impact and Change."

Regional finalists are Grant Olson, Individual Documentary; Zachary Manning, Individual Documentary; Vianna Berhow, Individual Exhibit; Jacob Broten, Individual Exhibit; Ben Stein and Forrest Leitch, Group Documentary; Jon Theige, Trey Greene and Justin Keller, Group Documentary; Andrew Smith and Zachery Cardenas, Group Exhibit; Ellen McManamon and Tayler Krabbenhoft, Group Exhibit; Hannah Emery and Rachel Schaefer, Group Exhibit; and Emily Mulvaney, Laurel Mikkelson and Kendall Johnson, Group Performance. The Web site created by Elisabet Samonides-Hamrick was selected during a state-wide judging process to advance to Minnesota State History Day.

History Day teachers are Marsha Johansen, Janelle Frost-Geiser, Karen Taylor and Lois Brown.

- E. Matters Presented by Citizens/Other Communications (Non-Agenda Items)
(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School Board secretary.)

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. SUPERINTENDENT MATTERS - Kovash

- (1) Approval of March 1, 2010 Special Meeting Minutes and March 8 and 22, 2010 Regular Meeting Minutes - Pages 7-14

SCHOOL BOARD AGENDA - April 12, 2010

PAGE 4

B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak

- (1) Approval of April Claims - Page 15
- (2) Acceptance of Donations - Page 16
- (3) Acceptance of Lakes Country Perkins Consortium Funding - Pages 17-19

C. HUMAN RESOURCES MATTERS - Nielsen

- (1) Approval of Luther College Field Experience Contractual Agreement - Pages 20-22
- (2) Approval of Family/Medical Leave - Page 23
- (3) Approval of Resignations - Page 24
- (4) Approval of Change in Contracts - Page 25
- (5) Approval of New Employees - Page 26
- (6) Approval of Sabbatical Leave - Page 27

D. LEARNER SUPPORT SERVICES MATTERS - Skarvold

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.)

Supplemental Educational Services (SES) - Kazmierczak
Page 28

4. APPROVAL OF RESOLUTION RELATING TO THE TERMINATION AND NON-RENEWAL OF THE TEACHING CONTRACTS OF PROBATIONARY

TEACHERS: Nielsen

Pages 29-31

Suggested Resolution: Move to approve the following resolution:

WHEREAS, the following teachers are probationary teachers in Independent School District No. 152:

<u>Termination and Non-Renewal of Contracts</u>	<u>License Area</u>	<u>FTE</u>
Todd Holland	English	1.0
Sankream Prak	Science	.666

SCHOOL BOARD AGENDA - April 12, 2010
PAGE 5

Sara Solhjem	Math	1.0
Aura Lee Mohror	ELL	.5
Katie Oster	Special Education	1.0
Elizabeth Luhman	ELL	.5

BE IT RESOLVED by the School Board of Independent School District No. 152, that pursuant to Minnesota Statute 122A.40, Subd. 5, the teaching contracts of the above named probationary teachers in Independent School District No. 152, are hereby terminated at the close of the 2009-2010 school year.

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

Moved by _____ Seconded by _____
Comments _____

5. **FIRST READING OF POLICIES:** Kazmierczak
Pages 32-60

The School Board will conduct a first reading of the following policies: Tuition Fees 512, Student Activities 540, Home Schooled Students 608, Student Transportation Safety 721, District Fiscal Management 801, Reimbursement for Travel, Professional Meetings and Conferences 824, Rental of District Musical Instruments 831, Visitors to Moorhead Area Public School Buildings and Sites 905, and Rewards 907.

6. **ON-TIME GRADUATION JOINT RESOLUTION:** Kazmierczak
Pages 61-62

Suggested Resolution: Move to approve the resolution as presented.

Moved by _____ Seconded by _____
Comments _____

7. **COMMITTEE REPORTS**
8. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**
9. **ADJOURNMENT**

SCHOOL BOARD AGENDA - April 12, 2010**PAGE 6**CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Com Ed Appreciation Event	April 13	5 pm	PCE
Hopkins PTAC	April 13	6:30 pm	Media Center
Safe & Healthy Learners Com	April 19	3 pm	PCE
Prof Dev Before/After School	April 21		
Interagency Early Interv Com	April 21	12 pm	FSC
School Board	April 26	7 pm	PCE
Activities Council	April 27	7 am	Conf Rm
Technology Committee	April 27	3:45 pm	PCE
Grades 9-12 P/T Conferences	April 27	5-8:30 pm	
Asp PTAC	May 3	6:30 pm	Media Center
Reinertsen PTAC	May 3	6:30 pm	Media Center
MHS PTAC	May 3	7 pm	Conf Rm
Spec Ed Parent Adv Com	May 4	12 pm	PCE
Indian Educ Parent Com	May 5	5 pm	PCE
Joint Powers Committee	May 6	7 am	PCE
Educ Moorhead Recog Dinner	May 6	6 pm	Marriott
Horizon PTAC	May 6	7 pm	Media Center
School Board	May 10	7 pm	PCE
Hopkins PTAC	May 11	6:30 pm	Media Center
Instr and Curr Adv Com	May 13	7 am	PCE
Academics Awards Ceremony	May 13	7 pm	Auditorium
Policy Review Committee	May 17	7 pm	PCE
Interagency Early Interv Com	May 19	12 pm	FSC
School Bd Retirement Reception	May 24	5:30 pm	PCE
School Board	May 24	7 pm	PCE
Technology Committee	May 25	3:45 pm	PCE
Title I Parent Adv Com	May 25	5:30 pm	PCE
Last Day for K-12 Students	June 3		
Last Day for K12 Staff/Prof	June 4		
Dev (a.m.)/Teacher Work			
Day (p.m.)			
Graduation	June 6	2 pm	Concordia
School Board	June 14	7 pm	PCE
Com Ed Adv Council	June 15	6:30 pm	PCE
School Board	June 28	7 pm	PCE

**SPECIAL MEETING
JOINT MEETING OF SCHOOL BOARDS
MOORHEAD, WEST FARGO AND FARGO PUBLIC SCHOOLS
TROLLWOOD PERFORMING ARTS SCHOOL
MARCH 1, 2010
PAGE 1**

MOORHEAD MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Sonia Mayo Hohnadel, Mike Siggerud, Kristine Thompson, Bill Tomhave, and Dr. Lynne A. Kovash.

MEMBER ABSENT: None.

WEST FARGO MEMBERS PRESENT: Duane Hanson, Angela Korsmo, Karen Nitzkowski, Patti Stedman, and Dr. Dana Diesel Wallace.

MEMBER ABSENT: Tom Gentzkow, Kay Kiefer and Ben Koppelman.

FARGO MEMBERS PRESENT: Don Faulkner, Dan Fremling, Jim Johnson, Paul Meyers, Robin Nelson, John Strand, and Dr. Rick Buresh.

MEMBERS ABSENT: Laura Carley, Dinah Goldenberg and Rick Steen.

CALL TO ORDER: Chair Thompson called the meeting to order at 5:30 p.m. and led everyone in attendance with the Pledge of Allegiance.

WELCOME AND INTRODUCTIONS: Chair Thompson welcomed everyone to the meeting and asked attendees to introduce themselves by name and tell how long they had served on the School Board and/or worked for the school district.

Fargo School Board President Dan Fremling thanked everyone for attending the first joint School Board meeting and noted Kathy Anderson, Interim Executive Director of Trollwood Performing Arts School, would like to welcome everyone to the new site.

Anderson welcomed everyone to the new campus and added it was a pleasure to accommodate arrangements for the group meeting and thanked everyone for their continued support of Trollwood.

YOUTH ENTREPRENEURSHIP PROGRAM: Senator Tony Grindberg and Paul Tefft provided a slide presentation titled "Creating Tomorrow's Entrepreneurs Today." The presentation included information related to how the joint venture with the school districts and the NDSU Research & Technology Park began. NDSU Research & Technology Park conducted a youth entrepreneurship feasibility study with more than 200 participants, collaborated between business leaders and educators, and developed a two-year pilot program with a goal to develop a public/private partnership with Fargo, West Fargo and Moorhead school districts.

Information regarding the Entrepreneurship Academy, a five-day program for high school students scheduled for June 6-11, 2010, was provided. Students identify business opportunities, create marketing plans and pitch their plans to investors. Winning teams receive college tuition

**SPECIAL MEETING
JOINT MEETING OF SCHOOL BOARDS
MOORHEAD, WEST FARGO AND FARGO PUBLIC SCHOOLS
TROLLWOOD PERFORMING ARTS SCHOOL
MARCH 1, 2010
PAGE 2**

vouchers. The academy is also a partnership with Purdue Research Park.

Additional information related to youth mentoring, DECA program, and virtual entrepreneurial challenge including exploration of funding, was shared. Youth mentoring includes a network of professionals who assist students to gain self-confidence and develop business skills. There are 10 mentors (serial entrepreneurs, CEOs and business executives) and the first event will be held in March.

DECA Program goals include engaging DECA teachers in program discussions; review existing DECA courses/content offered; and explore possible methods to grow the DECA Program (9th grade).

Virtual Entrepreneurial Challenge includes initial research on existing virtual opportunities; identification of local resources and exploration of grant funding.

Continued program efforts will be to prepare for the June academy; build the mentor network; expand DECA participation; explore Virtual Entrepreneurial Challenge options; and prepare for year two of the pilot program.

ON-TIME GRADUATION INITIATIVE: United Way President Judy Green and Superintendents Buresh, Kovash and Diesel Wallace provided a slide presentation titled "Our Schools, Our Kids, Our Economy: Increasing our communities' graduation rates means success for us all." United Way of America's 10-year goal in education is to raise the graduation rate across America. Information was shared regarding the percentage of two parent working families and metro area graduation rates (2007-08). The districts have identified on-time graduation as a community-wide problem. On-time graduation strategic priorities included literacy development, mentoring/tutoring and family engagement. Research shows that high-quality early childhood education is fundamental in making sure all children succeed and well-focused and well-funded investments in early childhood development programs produce substantial returns for disadvantaged children and the public.

Buresh noted a resolution was being developed for the school boards to identify the next steps and school board involvement.

ADJOURNMENT: Nitzkowski thanked presenters for the information. The meeting adjourned at 6:40 p.m.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 8, 2010
PAGE 1**

MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Sonia Mayo Hohnadel, Mike Siggerud, Bill Tomhave, and Dr. Lynne A. Kovash.

MEMBERS ABSENT: Kristine Thompson.

CALL TO ORDER: Vice Chair Erickson called the meeting to order at 7:00 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Kovash recommended the agenda proceed with revisions to pages 2 and 11.

APPROVAL OF AGENDA: Hohnadel, seconded by Dulski, to approve the agenda with corrections. Motion carried 6-0.

WE ARE PROUD:

We Are Proud of Moorhead orchestra students Paige Wakefield, bass, Tanner Otto, viola, Jacob Broten, viola, Connor Neill, viola, and Elisbet Samonides-Hamrick, bass, for being selected for the 2010 MNSOTA Middle Level Honors Orchestra sponsored by the Minnesota String Orchestra Teachers Association. They were selected by audition for this honor. The Middle Level Honors Orchestra performed at the Minneapolis Convention Center on Feb. 13. Orchestra teachers are Jonathon Larson, Brian Cole and Doug Neill.

We Are Proud of Horizon Middle School student Merrick Johnson for winning the Horizon Geography Bee held Jan. 13. Second place honors went to Sam Wallert, and third place was earned by Ryan Sadlowski. Johnson took the written test and has qualified to advance to the Minnesota Geographic Bee in April. Tony Kunka is the Geography Bee coordinator.

We Are Proud of the following winners of the Grade Level Spelling Bees held in January at Horizon Middle School:

- 6th Grade Spelling Bee: Nick Cameron
- 7th Grade Spelling Bee: Cody Lineburg
- 8th Grade Spelling Bee: Olivia Hamilton

We Are Proud of the following winners of the Moorhead District Spelling Bee held Feb. 9 at Horizon Middle School:

- 1st Place: Reilly Swanson
- 2nd Place: Sam Wallert
- 3rd Place: Cody Lineburg

Swanson and Wallert advanced to the Region IV Spelling Bee in Fergus Falls on Feb. 23. The Spelling Bee coordinator is Lois Brown.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 8, 2010
PAGE 2**

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

Minutes - Approve the February 8 and 22, 2010 regular meeting minutes as presented.

Claims - Approve the March Claims, subject to audit, in the amount of \$853,496.98.

General Fund:	\$741,136.11
Community Service Fund:	\$97,588.70
Debt Fund:	\$14,772.17
TOTAL	\$853,496.98

Lakes Country Perkins Consortium Funding - Accept \$1,017 from the Lakes Country Perkins Consortium for conference registration and lodging expenses associated with the National Business Education Association Annual Convention.

Family/Medical Leaves

Karen Grant - Teacher, Moorhead High School, effective March 25, 2010 for approximately two -six months.

Resignations

Jennifer Weleski - K+ Paraprofessional, Probstfield Center for Education, effective March 12, 2010.

Amy Winjum - Occupational Therapist, Moorhead High School, effective March 1, 2010.

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.)

Robert Asp Elementary School Update - Kevin Kopperud and Char Lien provided information regarding the following three school improvement goals: 1) In the area of mathematics, students in grades 3-5 will increase proficiency from 65 to 72 percent on 2010 MCA II/MTELL; 2) Students in grades 3-5 will increase their reading proficiency from 69 to 75 percent on the 2010 MCA II Reading Assessment; and 3) In the area of attendance, Robert Asp Elementary School will decrease by 6 percent the number of students missing 11 or more school days using the daily attendance record. Information related to the Response to Intervention (RtI) model, Annual Yearly Progress (AYP) goals, professional development activities, collaboration activities, and proficiency for specific subgroups and all learners was shared.

MAJOR MAGNITUDE FIELD TRIP REQUEST - SPEECH AND THEATER STUDENTS

TO NEW YORK: Rebecca Meyer-Larson and Brian Cole provided information related to the major magnitude field trip request.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 8, 2010
PAGE 3**

Siggerud moved, seconded by Fagerlie, to approve the Major Magnitude Field Trip request for Moorhead High School speech and theater students to travel to New York January 14-18, 2011. Motion carried 6-0.

MAJOR MAGNITUDE FIELD TRIP REQUEST - ORCHESTRA STUDENTS TO ORLANDO, FLORIDA: Jon Larson provided information related to the major magnitude field trip request.

Hohnadel moved, seconded by Tomhave, to approve the Major Magnitude Field Trip request for Moorhead High School orchestra students to travel to Orlando, Florida March 24-28, 2011. Motion carried 6-0.

APPROVAL OF POLICY: Hohnadel moved, seconded by Tomhave, to approve the policy, Credit Card Usage and Electronic Funds Transfer (805), as presented. Motion carried 6-0.

FLOOD UPDATE: Kovash provided information related to the district's flood contingency guideline. The guideline is structured in three phases depending on flood stages and will be posted on the district Web site and shared with building administration.

COMMITTEE REPORTS: Brief reports were heard regarding the Indian Education Parent Committee and Joint Powers Committee meetings. Fagerlie stated that the Horizon Middle School play "Geppetto and Son" was very well done.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Hohnadel reported information related to the National Association of Latino Elected and Appointed Officials Education Leadership Initiative, National Institute on School Governance: The Relevancy of Local Leadership conference she attended in Phoenix, Arizona. She shared information related to three case studies of strategies and approaches in educating English Language Learners from Seattle Public Schools, Valley View Independent School District and Saint Paul Public Schools.

CLOSE PUBLIC MEETING: Hohnadel moved, seconded by Tomhave, to close the public meeting at 8:24 p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies. Motion carried 6-0.

OPEN PUBLIC MEETING: Tomhave moved, seconded by Fagerlie, to open the public meeting at 8:43 p.m.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:44 p.m.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 22, 2010
PAGE 1**

MEMBERS PRESENT: Lisa Erickson, Cindy Fagerlie, Sonia Mayo Hohnadel, Mike Siggerud, Kristine Thompson, Bill Tomhave, and Dr. Lynne A. Kovash.

MEMBERS ABSENT: Karin Dulski.

CALL TO ORDER: Chair Thompson called the meeting to order at 7:00 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Kovash recommended the agenda proceed as presented.

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

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: Jill Schroeder, parent, P.O. Box 194, Hawley, addressed the board regarding bullying policies and procedures not being followed at Horizon Middle School. Chair Thompson thanked her for the information and noted her concerns would be referred to district administration.

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

Family/Medical Leaves

Lisa Karch - Counselor, S.G. Reinertsen Elementary, effective approximately May 6, 2010 for the remainder of the 2009-2010 school year.

Rachel Lerum - Learner Support Services Teacher, Moorhead High School, effective approximately May 10, 2010 for the remainder of the 2009-2010 school year.

Kayte Ward - Busdriver, Transportation, effective approximately April 1, 2010 for approximately six to eight weeks.

Early Retirements

Larry Potter - Physical Education Teacher, Ellen Hopkins Elementary, effective May 18, 2010.

Jean Moe - Teacher on Family/Medical Leave, Moorhead High School, effective March 25, 2010.

Resignations

Sara Lundwall - Teacher on one year leave of absence, effective the end of the 2009-2010 school year.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 22, 2010
PAGE 2**

New Employees

Eric Sanders - Application System Administrator, Probstfield Center of Education, B32 (4)
\$20.24 per hour, 8 hours per day, effective March 9, 2010 (replaces Ryan Hase).
Victor Rios - Bus Driver, Transportation, 4 hours per day, \$13.07 per hour (additional AM & PM route added).

Motion carried 6-0.

Hohnadel noted that to her knowledge with the acceptance of retirements on the agenda the district would no longer have teachers of color employed.

QUALITY COMPENSATION (Q COMP) PROGRAM PRESENTATION: Kovash presented information regarding the history of Q Comp along with key components and ideas for program design. A team of teachers and administrators are continuing discussion regarding the timeline, school visitations and possible application to the Minnesota Department of Education prior to July 1 for implementation in fiscal year 2011.

APPROVAL OF PRELIMINARY 2010-2011 STAFFING PLAN: Erickson moved, seconded by Hohnadel, to approve the preliminary 2010-2011 Staffing Plan as presented. Motion carried 6-0. Class size will follow parameters for student ratios. The staffing plan will not lower class sizes from this year.

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

UPDATE ON WEATHER AND FLOOD RELATED INFORMATION: Kovash updated the board on efforts related to the flood noting minimal impact to the school district other than alternate rural transportation routes. She also said Moorhead staff and students assisted the community with sandbagging and other flood related duties. Hohnadel noted the School Board appreciated the student assistance to the community during the flood.

COMMITTEE REPORTS: Brief reports were heard regarding the Early Childhood Advisory Committee, Community Education Advisory Council and the Instruction and Curriculum Advisory Committee meetings.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Hohnadel noted changes in the primary election timeline. Tomhave mentioned the S.G. Reinertsen Family Fun

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 22, 2010
PAGE 3**

Night was scheduled for Friday, March 26. Thompson requested a board member representative attend the April 1 Horizon PTAC meeting in Dulski's absence; Thompson will attend the meeting.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:06 p.m.

Cindy Fagerlie, Clerk



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.108 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: April 7, 2010

SUBJECT: April Claims

The April claims are as follows:

General Fund	\$760,072.81
Food Fund	\$128,688.65
Community Service Fund	\$12,172.48
TOTAL	\$900,933.94

Suggested Resolution: Move to approve the April claims, subject to audit, in the amount of \$900,933.94.


WAK:mde



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.109 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: April 7, 2010

SUBJECT: Donations

Moorhead Area Public Schools has received the following donation from Mr. Bert Chamberlain:

- Alone Across the Arctic - One Woman's Epic Journey by Dog Team
- Big Enough Anna - The Little Sled Dog Who Braved the Arctic
- Douggie - The Playful Pup Who Became a Sled Dog

The donation has an estimated value of \$55.

Suggested Resolution: Move to accept the included donations and direct administration to send a thank you.


WAK:mde



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.110 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: April 7, 2010

SUBJECT: Lakes Country Perkins Consortium Funding

Moorhead Area Public Schools has been approved for funding by the Lakes Country Perkins Consortium for the following:

Family and Consumer Science instructional materials from the vendors NASCO, Human Relations Media, Insight Media, Meridian Education, and Nimco, Inc. Materials include a variety of DVDs and equipment/supplies for cooking.

Suggested Resolution: Move to accept \$5,263.31 from the Lakes Country Perkins Consortium for Family and Consumer Science instructional materials.

WAK:mde
Attachments



Lakes Country Service Cooperative

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

04/12/10
BM

APR 1 2010

March 30, 2010

To: Nicole Odegard
Moorhead High School

From: Inger Wegener
Career and Technical Education Specialist

RE: APPROVED INSTRUCTIONAL MATERIALS REQUESTS

The following requests for instructional materials have been approved for funding by the Lakes Country Perkins Consortium:

Instructional Materials: Love/Sex DVD, Sexting DVD, Bullying DVD, Food Labels DVD, Food Basics DVD, Real Food DVD, Fabrics DVD, Fibers DVD, Kitchen Safety DVD, Food Safety DVD, Chinese Cooking DVD, Food Markets Italy DVD, International Foods posters sets 1,3 and 4, Timing DVD, Basic Kitchen DVD, Handling Food DVD, Meat and Poultry Safety DVD, Herbs DVD, Pasta DVD, Cooking with Cheese DVD, Teen Nutrition DVD, Basics of Kitchen Safety DVD, Food Service Tools DVD, and Safety in the Domestic Kitchen DVD.

Vendor: NASCO, Human Relations Media, Insight Media, Meridian Education, and Nimco Inc.

Your total award is \$2,799.07. These items are in the process of being purchased by the Lakes Country Perkins Consortium at the Lakes Country Service Cooperative and will be shipped directly to your attention at Moorhead High School. **Upon receipt, you must immediately forward a copy of the packing or delivery slips to Donna Burns at Lakes Country Service Cooperative, and note any backordered, and missing or damaged items.** Please be reminded that these items have been purchased for and are to be used **ONLY** by the Family and Consumer Science Program at Moorhead High School. Any other use is in violation of the federal Carl D. Perkins funds with which they were purchased. Feel free to contact me at 1-800-739-3273, if you have any questions about your award.

Congratulations on your instructional materials award! I hope that you will find that this award will contribute to the mathematics and technical skill attainment in students at Moorhead High School.

CC Lynne Kovash, Superintendent
Gene Boyle, Principal

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Service Cooperative Board of Directors

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Mike Boen, Pelican Rapids - At Large
Barry Bergem, Battle Lake

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

04/12/10
BM

March 29, 2010

MAR 31 2010

To: Nicole Odegard
Moorhead High School

From: Inger Wegener
Career and Technical Education Specialist

RE: APPROVED INSTRUCTIONAL MATERIALS REQUESTS

The following requests for instructional materials have been approved for funding by the Lakes Country Perkins Consortium:

Instructional Materials: Bittersweet DVD; Teenage Pregnancy DVD; Birth Defects DVD; Study of the Child DVD; Childcare Provider DVD; History of Parenting Practices DVD; Real People DVD; Just Between Us DVD; Relationships that Hurt DVD; Healthy Relationships DVD; Child Development Poster Set; 50 Lessons Parenting; Child Development book; 5- Minute Child Development book; 50 Lessons Child Development; Baby Facts book; Child Development Bingo; 4 woks; 6 sets classic cookware; 1 stockpot; 6 French whips; 3 QT measuring cups; 6 PT measuring cups; 6 CUP measuring cups; 6 custard cups; 6 stainless steel measuring cups; 6 measuring spoons; 6 apple corers; 1 footed bowl; 4 oval platters; 12 soup/cereal bowls; 6 storage sets; and 6 oven mitts.

Vendor: NASCO

Your total award is \$2,464.24. These items are in the process of being purchased by the Lakes Country Perkins Consortium at the Lakes Country Service Cooperative and will be shipped directly to your attention at Moorhead High School. **Upon receipt, you must immediately forward a copy of the packing or delivery slip to Donna Burns at Lakes Country Service Cooperative, and note any backordered, and missing or damaged items.** Please be reminded that these items have been purchased for and are to be used ONLY by the Family and Consumer Science Program at Moorhead High School. Any other use is in violation of the federal Carl D. Perkins funds with which they were purchased. Feel free to contact me at 1-800-739-3273, if you have any questions about your award.

Congratulations on your instructional materials award! I hope that you will find that this award will contribute to the mathematics and technical skill attainment in students at Moorhead High School.

CC Lynne Kovash, Superintendent
Gene Boyle, Principal

Service Cooperative Board of Directors

Chairperson • David Schornack, Perham
Mike Boen, Pelican Rapids - At Large
Barry Bergem, Battle Lake

Vice Chairperson • Norman Kolstad, Underwood
Supt. Scott Monson, Morris
Nancy Dashner, Frazee - Vergas

Clerk • Robert Block, Otter Tail County
Dr. Rachel Grieger, New York Mills
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Supt. Philip Jensen, Hawley
Kathryn Ouren, Pelican Rapids
Hal Leland, Fergus Falls

AN EQUAL OPPORTUNITY EMPLOYER



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.096

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nelson, Director of Human Resources
DATE: April 5, 2010
RE: Luther College Field Experience Contractual Agreement

Attached is a Field Experience Contract Agreement with Luther College for Moorhead Area Public Schools to serve as a clinical education placement center. Terms of this agreement are for the 2010-2011 academic year. Moorhead Area Public Schools 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 Luther College agreement for the academic year of 2010-2011.

LUTHER COLLEGE

MAR 22 2010

March 10, 2010

Lynne Kovash, Superintendent
Moorhead Public School District
2410 14th Street S
Moorhead, MN 56560

Dear Lynne Kovash:

Enclosed, please find two copies of the **FIELD EXPERIENCE CONTRACTUAL AGREEMENT** for the 2010-2011 Academic Year. Please sign and return one copy to the Education Office. The other copy is for your records and referral.

I would like to take just one more minute of your time to express the Education Department's sincere gratitude and thanks to you and your staff. Your support and professional guidance to the Luther College Student Teaching Program is indispensable and greatly appreciated. We look forward to working with you during the 2010-2011 school year.

Sincerely,



Dr. Judith Bowstead Nye, Chair
Department of Education

JN/elz

LUTHER COLLEGE

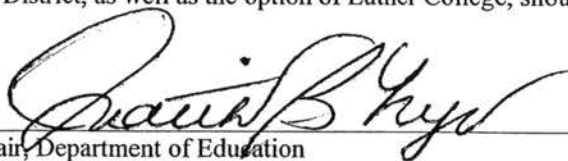
FIELD EXPERIENCE CONTRACTUAL AGREEMENT

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 2010-2011 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.

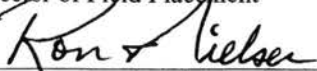
March 10, 2010


Chair, Department of Education
and the Luther College Board of Regents

March 10, 2010


Director of Field Placement

3/23/10
Date


Representative for Moorhead Public School District



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.094

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Merten, Director of Human Resources
DATE: April 5, 2010
RE: Family/Medical Leave

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

Lindsay Buchholz Spanish Immersion Teacher, Ellen Hopkins Elementary, effective
approximately September 7, 2010 for approximately six weeks.

SUGGESTED RESOLUTION: Move to approve the request for Family/Medical Leave for Lindsay Buchholz pursuant to Article 39, Section 1 of the Teachers' Master Agreement.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.093

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron , Director of Human Resources
DATE: April 5, 2010
RE: Resignation

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

Lisa Staiger	Teacher on Extended Leave of Absence, effective at the end of the 2009-2010 school year.
Melissa Quaife	Lunchroom Supervisor, Robert Asp Elementary, effective April 2, 2010.
Kim Melton	Paraprofessional, High School, effective April 1, 2010.
Linda Purmont	Food & Nutrition Server, High School, effective April 12, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Lisa Staiger, Melissa Quaife, Kim Melton and Linda Purmont as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.092

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: April 1, 2010
RE: Change in Contract

The administration requests approval of Change in Contract for the following people:

Charles Fisher Social Science Teacher, High School to Secondary Literacy Coach 6-12, District wide, effective with the 2010-2011 school year.

Kathi Salvevold Business Teacher High School to .334 FTE Technology Integrationist, effective with the 2010-2011 school year.

SUGGESTED RESOLUTION: Move to approve the Change in Contract for Charles Fisher and Kathi Salvevold as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.095

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: April 5, 2010
RE: New Employees

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

Jessica Parmenter-Brasel	Lunchroom Supervisor/Crossing Guard, Robert Asp Elementary 2.5 hours per day for Lunchroom Supervisor and 3 hours per day for Crossing Guard, \$9.00 per hour, effective April 5, 2010. (Replaces Melissa Quaife)
Robbyn Quandt	Bus Driver, 5 hours per day, effective October 19, 2009. (Replaces Paul Kelly)
Doreen Klindt	Bus Assistant, 2.5-3 hours per day, effective October 19, 2009. (Replaces Judy Teiken)

SUGGESTED RESOLUTION: Move to approve the employment of Jessica Parmenter-Brasel, Robbyn Quandt and Doreen Klindt as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.090

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nelson, Director of Human Resources
DATE: April 1, 2010
RE: Sabbatical Leave

Matthew Naugle, Assistant Principal at Horizon Middle School, has submitted a request for a sabbatical leave under Article XII. Leaves of Absence, Section 3. Sabbatical Leave of the current Master Agreement of the Moorhead Principals Association. During the leave, Mr. Nagle proposes to begin working on a doctoral program, take coursework for a Superintendent's license and do research in the areas of Q-comp, Response to Intervention (RtI) and Professional Learning Communities (PLC's). I would recommend the approval of this leave.


SUGGESTED RESOLUTION: Move to approve the Sabbatical Leave for Matthew Naugle as presented.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.108R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent 

DATE: April 5, 2010

SUBJECT: Dialogue: Supplemental Educational Services (SES)

Robin Grooters, Learner Support Services Facilitator, will provide dialogue information regarding Supplemental Educational Services (SES) at the April 12 School Board meeting.

Supplemental Educational Services (SES) are additional academic instruction designed to increase the academic achievement of students in Title I schools in the second year of improvement, corrective action or restructuring. These services, which are in addition to instruction provided during the school day, may include academic assistance such as tutoring, remediation and other supplemental academic enrichment services that are consistent with the content and instruction used by the school district and are aligned with Minnesota's academic content and achievement standards. SES must be high quality, research based specifically designed to increase student academic achievement, and must be certified by the Minnesota Department of Education.

LAK:mde



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.091

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nelson, Director of Human Resources
DATE: April 1, 2010
RE: RESOLUTION RELATING TO THE TERMINATION AND NON-RENEWAL OF
THE TEACHING CONTRACTS OF PROBATIONARY TEACHERS

At the March 22, 2010 school board meeting the reduction of 2.288 full time equivalent (FTE) of programs and licensed positions was approved.

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

<u>FTE</u>	<u>License</u>	
1.0	English	7-12
.334	Business	7-12
.666	Science	7-12
.1875	Social	7-12
.1005	World Language	7-12
2.288	TOTAL	

The reduction of these programs and licensed positions is related to the projected declining enrollment and financial limitations. Additional staffing reductions are necessary due to statutory provisions, teachers returning from leaves and filling vacancies during the year. Some of these reductions will be absorbed through teacher transfers, retirements, resignations and leaves.

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

<u>Termination and Non-Renewal of Contracts</u>	<u>License Area</u>	<u>FTE</u>
Todd Holland	English	1.0
Sankream Prak	Science	.666
Sara Solhjem	Math	1.0
Aura Lee Mohror	ELL	.5
Katie Oster	Special Education	1.0
Elizabeth Luhman	ELL	.5

SUGGESTED RESOLUTION: Move to approve the following resolution:

WHEREAS, the following teachers are probationary teachers in Independent School District No. 152:

<u>Termination and Non-Renewal of Contracts</u>	<u>License Area</u>	<u>FTE</u>
Todd Holland	English	1.0
Sankream Prak	Science	.666
Sara Solhjem	Math	1.0
Aura Lee Mohror	ELL	.5
Katie Oster	Special Education	1.0
Elizabeth Luhman	ELL	.5

BE IT RESOLVED by the School Board of Independent School District No. 152, that pursuant to Minnesota Statute 122A.40, Subd. 5, the teaching contracts of the above named probationary teachers in Independent School District No. 152, are hereby terminated at the close of the 2009-2010 school year.

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

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NON-RENEWAL OF THE TEACHING CONTRACT
OF _____, A PROBATIONARY TEACHER.

WHEREAS, _____ is a probationary teacher in Independent School District No. 152.

BE IT RESOLVED by the School Board of Independent School District No. 152, that pursuant to Minnesota Statute 122A.40, subd. 5, that the teaching contract of _____, a probationary teacher in Independent School District No. 152, is hereby terminated at the close of the current 2009-2010 school year.

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

NOTICE OF TERMINATION

Name
Address
City, State, Zip

Dear _____,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 152 held on April 12, 2010, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2010-2011 school year. Said action of the Board is taken pursuant to M.S. 122A.40, subd. 5.

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

Yours very truly,

SCHOOL BOARD OF EDUCATION
SCHOOL DISTRICT NO. 152

Clerk of the School Board

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

the following voted in favor of

and the following voted against the same:

and the following were absent:

whereupon said resolution was declared duly passed and adopted.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.109R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: April 6, 2010

SUBJECT: First Reading of Policies

Attached please find the following policies: Tuition Fees 512, Student Activities 540, Home Schooled Students 608, Student Transportation Safety 721, District Fiscal Management 801, Reimbursement for Travel, Professional Meetings and Conferences 824, Rental of District Musical Instruments 831, Visitors to Moorhead Area Public School Buildings and Sites 905, and Rewards 907, for your review.

LAK:mde
Attachments

Tuition Fees

Type: School Board Policy
Section: 500 STUDENTS
Code: 512
Adopted Date: 9/13/1988
Revised Date(s): 05/11/2009
Reviewed Date(s): 08/13/1991, 07/06/1993, 08/28/1995, 08/26/1996, 07/28/1997, 08/10/1998, 07/19/1999, 06/26/2000, 11/10/2003, 09/26/2005, 06/12/2006, 08/27/2007, 05/11/2009

Attached Files:

No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

Tuition fees for full-time students ~~attending Moorhead Area Public Schools~~ are based on the basic general education formula allowance and pupil weighting as identified in Minnesota Statute 126C.10 and outlined in Administrative Procedure 512.1 as follows:

~~Kindergarten \$3,135~~

~~Grades 1-3 \$5,713~~

~~Grades 4-6 \$5,431~~

~~Grades 7-12 \$6,661~~

Legal References:

~~Minnesota Statute~~, 124D.04 (Options for Enrolling in Adjoining States)
Minn. Stat. 126C.10 (General Education Revenue)

Cross Reference:

Moorhead School Board Policy 511: Enrollment of Nonresident Students

Student Activities

Type:	School Board Policy
Section:	500 STUDENTS
Code:	540
Adopted Date:	8/26/2002
Revised Date(s):	05/11/2009
Reviewed Date(s):	06/13/2005, 04/09/2007, 02/11/2008, 05/11/2009
Attached Files:	No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

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

A. Cocurricular activities ~~means~~ are 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:

1. They are conducted at regular and uniform times during school hours, or at times established by school authorities;
2. 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;
3. They are partially funded by public monies for general instructional purposes under direction and control of the Moorhead School Board.

B. Extracurricular activities ~~means~~ are 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 123B.36, Subdivision 1, Paragraph (a), to be eligible to ~~fully~~ participate fully 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 (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

Home Schooled Students

Type:	School Board Policy
Section:	600 EDUCATION PROGRAMS
Code:	608
Adopted Date:	2/11/2002
Revised Date(s):	04/10/2006
Reviewed Date(s):	04/10/2006
Attached Files:	No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. CONDITIONS FOR HOME SCHOOLING

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

IV. IMMUNIZATION

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

V. TEXTBOOKS, INSTRUCTIONAL MATERIAL, STANDARD TESTS

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

VI. PUPIL SUPPORT SERVICES

Upon formal request as required by law, Moorhead Area Public Schools will provide pupil support

services in the form of health services and counseling and guidance services to a home-schooled child as provided by Minnesota Statute 123B.44 and Minnesota Rules Ch. 3540. The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to Minnesota Statute 123B.40-123B.48 for any of these purposes.

VII. SHARED TIME PROGRAMS

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

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

VIII. EXTRACURRICULAR ACTIVITIES

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

IX. OPTIONAL COOPERATIVE ARRANGEMENTS

A. Activities

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

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

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

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

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

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

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

B. Transportation Services

1. The school district may provide nonpublic, nonregular transportation services to a home-schooled child.

2. The School Board of the school district retains sole discretion and control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

Legal References:

Minnesota Statute, 120A.22 (Compulsory Instruction)
Minnesota Statute, 120A.24 (Reporting)
Minnesota Statute, 120A.26 (Enforcement and Prosecution)
Minnesota Statute, 121A.15 (Health Standards; Immunizations; School Children)
Minnesota Statute, 123B.36 (School Boards May Require Fees)
Minnesota Statute, 123B.40 (Declaration of Policy)
Minnesota Statute, 123B.41 (Definitions)
Minnesota Statute, 123B.42 (Textbooks, Individual Instruction Material, Standard Tests)
Minnesota Statute, 123B.43 (Use of Individualized Instructional Materials)
Minnesota Statute, 123B.44 (Provision of Pupil Support Services)
Minnesota Statute, 123B.45 (Payments for Contractual Obligations)
Minnesota Statute, 123B.46 (Administrative Costs)
Minnesota Statute, 123B.47 (Notice to Districts: Proration)
Minnesota Statute, 123B.48 (Limit on District Obligations)
Minnesota Statute, 123B.49 (Cocurricular and Extracurricular Activities)
Minnesota Statute, 123B.86 (Equal Treatment - Transportation)
Minnesota Statute, 123B.92 (Transportation Aid Entitlement)
Minnesota Statute, 124D.03 (Enrollment Options Program)
Minnesota Rules Chapter, 3540 (Textbooks, Individualized Instruction Materials, Standardized Tests)

Cross References:

Moorhead School Board Policy 511: Enrollment of Nonresident Students
Moorhead School Board Policy 530: Student Immunization Requirements
Moorhead School Board Policy 541: Student Activity Eligibility
~~Moorhead Administrative Procedure 541.1: Moorhead High School/Minnesota League Eligibility Form~~
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy

Student Transportation Safety

Type:	School Board Policy
Section:	700 NON-INSTRUCTIONAL
Code:	721
Adopted Date:	10/10/1994
Revised Date(s):	05/11/2009
Reviewed Date(s):	05/14/2001, 06/14/2004, 12/12/2005, 06/11/2007, 05/12/2008, 05/11/2009
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and educate students on safety issues and responsibility of school bus ridership. It includes information of parent/guardian involvement, school bus driver duties, responsibilities, training, emergency procedures on buses, and vehicle standards.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

School bus safety week will coincide with the National School Bus Safety Week.

B. Student Training

1. The Moorhead Area Public Schools shall provide students enrolled in grades K through 10 with age-appropriate school bus safety training of the following concepts:

- a. Transportation by school bus is a privilege not a right;
- b. District policies for student conduct and school bus safety;
- c. Appropriate conduct while on the bus;
- d. The danger zones surrounding a school bus;
- e. Procedures for safely boarding and leaving a school bus;
- f. Procedures for safe vehicle lane crossings; and
- g. School bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first week of school must receive the school bus safety training by the end of the third week of school. All students in grade 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four weeks of their first day of attendance.

3. The Moorhead Area Public Schools and nonpublic schools with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statute 169.446, Subds. 2 and 3.

5. The Moorhead Area Public Schools and nonpublic schools with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The Moorhead Area Public Schools will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The Moorhead Area Public Schools may provide kindergarten students with school bus safety training before the first day of school.

8. The Moorhead Area Public Schools may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.

9. The Moorhead Area Public Schools shall adopt and make available for public review a curriculum for transportation safety education.

10. Nonpublic school students transported by the Moorhead Area Public Schools will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the Superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

Riding the school bus is a privilege, not a right. Students are expected to follow the same behavioral standards while riding school buses as are expected on school property or at school activities, functions or events. All school rules are in effect while a student is riding the bus or at the bus stop.

The building administrator or designee is responsible for imposing consequences for misconduct on the school bus or at bus stops. In addition, all school bus/bus stop misconduct will be reported to the district's transportation safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. Consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's transportation director's office and the school office.

2. Rules at the Bus Stop

a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.

- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body and personal belongings inside the bus.
- e. Keep your arms, legs and belongings to yourself.
- f. No fighting, harassment, intimidation or horseplay.
- g. Do not throw any object.
- h. No eating, drinking or use of tobacco or drugs.
- i. Do not bring any weapon or dangerous objects on the school bus.
- j. Do not damage the school bus.

4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all ~~regular and late~~ routes. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extra-curricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parent(s)/guardian(s) will be notified of any suspension of bus privileges.

(1) Elementary (K-5)

1st offense -- Warning

2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 10 day suspension from riding the bus/meeting with parent(s)/guardian(s).

Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

* Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

(2) Middle School and Secondary (6-12)

1st offense -- Warning

2nd offense -- 5 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

3rd offense -- 10 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 20 day suspension from riding the bus/meeting with parent(s)/guardian(s).

5th offense -- Suspended from riding the bus for the remainder of the school year.

*Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school may also result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that causes an immediate and substantial danger to the student or surrounding persons or property will be provided to the Minnesota Department of Public Safety in accordance with state and federal law. Records may also be maintained in the transportation office.

(5) Vandalism/Bus Damage

Student damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in loss of bus privileges until damages are paid.

(6) Notice

Students will be given a copy of school bus and bus stop rules during school bus safety training. Rules are to be posted on each bus. The driver will periodically review both rules and consequences

with students.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons possession, drug possession or vandalism), the Superintendent, local law enforcement officials and the Minnesota Department of Public Safety will be informed.

IV. PARENT/GUARDIAN INVOLVEMENT

A. Parent/Guardian Notification

The Moorhead Area Public Schools school bus and bus stop rules will be provided to each family. Parent(s)/guardian(s) are asked to review the rules with their children.

B. Parent/Guardian Responsibilities For Transportation Safety:-

1. Become familiar with district rules and policies, regulations and principles of school bus safety and thoroughly review them with their children.
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop five minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid class of drivers license and school bus endorsement for operating the type of equipment to which they are assigned. A person possessing a valid driver's license without a school bus endorsement may drive a vehicle with a seating capacity of 10 or fewer persons used as a school bus, but not outwardly equipped or identified as a school bus as set forth in Section VII.B. below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services ("Division") of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
2. reckless driving;
3. improper or erratic traffic lane changes;
4. following the vehicle ahead too closely;
5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession.

D. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within ten days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant law, rules of the road and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent(s)/guardian(s) may designate by a signed, written request a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent(s)/guardian(s) as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.
6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand held or hands free, when the vehicle is in motion. For purposes of this paragraph, "school bus" has the meaning given in Minn. Stat. 169.01, Subd. 6.

In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A ~~T~~type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a ~~T~~type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The ~~T~~type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "~~T~~type III school bus vehicle" and "~~Type III Head Start bus~~" must not be outwardly equipped and identified as a Type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on ~~T~~type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any ~~T~~type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any ~~T~~type III vehicle used to transport students must not load or unload so that a ~~pupil~~ student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a ~~pupil~~ student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any ~~T~~type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. A ~~T~~type III ~~bus~~ vehicle must contain at least three red reflectorized triangle road warning devices. Liquid burning "pot type" flares are not allowed.
 - d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning

triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as Type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with seating capacity of 10 or fewer without meeting the requirements for a Type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The district has no system of inspection for private vehicles.

12. All drivers of Type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a Type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

C. Type III Vehicle Driven by Employees with a Class D Driver's License

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

- (1) safe operation of a type III vehicle;
- (2) understanding student behavior, including issues relating to students with disabilities;
- (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
- (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
- (5) handling emergency situations;
- (6) proper use of seat belts and child safety restraints;
- (7) performance of pretrip vehicle inspections; and
- (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible

to avoid such a location; and

(d) placing the type III vehicle in "park" during loading and unloading.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minn. Stat. § 122A.18, Subd. 8, or Minn. Stat. § 123B.03 for school district employees; Minn. Stat. § 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. § 171.321, Subd. 3, for all other persons operating a type A or type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minn. Stat. § 171.321, Subd. 2.

e. The operator's employer has adopted and implemented a policy that provides for mandatory drug and alcohol testing of applicants for operator positions and current operators, in accordance with Minn. Stat. § 181.951, Subds. 2, 4, and 5.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the school bus.

g. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of violating Minn. Stat. § 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minn. Stat. §§ 169A.50 to 169A.53 of the implied consent law, or who is convicted of or has his or her driver's license revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for five years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minn. Stat. § 171.3215, Subd. 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within three years of the first of three other moving offenses is precluded from operating a type III vehicle for one year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minn. Stat. § 123B.90, Subd. 2 (See Section II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minn. Stat. § 169.451.

3. An operator employed by the school district, whose normal duties do not include operating a type III vehicle, who holds a Class D driver's license without a school bus endorsement, may operate a type III vehicle and is exempt from paragraphs VII.C.1.c. (background checks), VII.C.1.d. (physical examination), VII.C.1.e. (drug and alcohol testing), and VII.C.1.f. (annual license verification), above.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of pupils students with disabilities, assist pupils students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:

1. the pupil's student's name and address;
2. the nature of the pupil's student's disabilities;
3. emergency health care information; and
4. the names and telephone numbers of the pupil's student's physician, parent(s)/guardian(s), or custodians, and some person other than the pupil's student's parent(s)/guardian(s) or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles and vehicles contracted to the school district shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles and vehicles contracted to the school district shall be inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL DISTRICT'S TRANSPORTATION SAFETY DIRECTOR

The Moorhead School Board designates the Director of Property Services and Transportation as the school district's transportation safety director. The school district's transportation safety director shall have day-to-day responsibility for pupil student transportation safety, including transportation of

nonpublic school children when provided by the school district. The school district's transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school district's transportation safety director shall certify annually to the School Board that each school bus driver meets the school bus driver training competencies required by Minnesota Statute 171.321, Subd. 4. The school district's transportation safety director also shall annually verify and ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a Type A, B, C, or D school bus or Type III vehicle with the National Driver's Register or the Department of Safety. Upon request of the Superintendent, the school district's transportation safety director also shall certify to the Superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school district's transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school district's transportation safety director. Refer to Administrative Procedures 720.1: Special Education Transportation, 721.1: School Bus Stops and 721.2: School Bus Trip K-12 Emergency Procedure.

Legal References:

Minnesota Statute, 122A.18, Subd. 8 (Board to Issue Licenses)
Minnesota Statute, 123B.03 (Background Check)
Minnesota Statute, 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)
Minnesota Statute, 123B.88 (Independent School Districts; Transportation)
Minnesota Statute, 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minnesota Statute, 123B.90 (School Bus Safety Training)
Minnesota Statute, 123B.91 (School District Bus Safety Responsibilities)
Minnesota Statute, 144.057 (Background Studies on Licensees and Other Personnel)
Minnesota Statute, 169.01, Subds. 6 and 92 (Definitions)
Minnesota Statute, 169.443 (Safety of School Children; Bus Driver's Duties)
Minnesota Statute, 169.446, Subd. 2 (Driver Training Programs)
Minnesota Statute, 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minnesota Statute, 169.454 (Type III Vehicle Standards)
Minnesota Statute, 169.4582 (Reportable Offense on School Buses)
Minnesota Statute, 169A.25-169A.27 (Driving While Impaired)
Minnesota Statute, 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minnesota Statute, 169A.50-169A.53 (Implied Consent Law)
Minnesota Statute, 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minnesota Statute, 171.168 (Notification of Conviction for Violation by a Commercial Driver)
Minnesota Statute, 171.169 (Notification of Suspension of License of Commercial Driver)
Minnesota Statute, 171.321 (Qualifications of a School Bus Driver)
Minnesota Statute, 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minnesota Statute, 181.951 (Authorized Drug and Alcohol Testing)
Minnesota Statute, Chapter 245C (Human Services Background Studies)
Minnesota Statute, 609.02 (Definitions)
Minnesota Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
34 C.F.R. 383.5 (Transportation Definitions)
49 C.F.R. 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. 383.33 (Notification of Driver's License Suspensions)

Cross References:

Moorhead School Board Policy 413: Employment Background Checks
Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 421: Employee Drug and Alcohol Testing
Moorhead School Board Policy 551: Student Discipline
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 632: Field Trips

District Fiscal Management

Type: School Board Policy
Section: 800 BUSINESS SERVICES
Code: 801
Adopted Date: 8/27/2001
Revised Date(s): 12/12/2005
Reviewed Date(s): 12/12/2005
Attached Files: No Documents Found.

I. PURPOSE

~~In order to establish levels of funding which will provide high quality education for Moorhead Area Public School District learners, the school district will establish policies and procedures that achieve maximum effectiveness, accuracy and provide~~ The purpose of this policy is to provide guidelines that establish effective, accurate and secure fiscal management of school district monies and properties.

II. GENERAL STATEMENT OF POLICY

A. Accounting - In accordance ~~to~~ with Minnesota statute, Moorhead Area Public Schools will comply with the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in guidelines adopted by the Minnesota Department of Education.

B. Fund Transfers - Unless otherwise authorized pursuant to Minnesota Statute 123B.80, as amended or any other law, fund transfers shall be made in compliance to UFARS and permanent fund transfers shall only be made in compliance with Minnesota Statute 123B.79, as amended. Moorhead School Board approval of personnel with fund transfer authorization will be reviewed annually or more often as needed.

C. Budget - The School Board will adopt and revise as needed, with recommendations from the Superintendent and/or ~~his~~ designee, an annual budget based on anticipated revenue and expenditures for the district's fiscal ~~school~~ year (July 1 - June 30).

D. Audit - The School Board will provide for an annual audit of the books and records of the school district to assure compliance of its records with UFARS. The school district shall also provide for publication of the financial information specified in Minnesota Statute 123B.10.

E. Policies and Procedures - The School Board with recommendations from the Superintendent and/or ~~his~~ designee will establish policies and procedures as needed for establishment~~and~~ adoption of the district's budget(s), sources of taxable/non-taxable revenue, purchasing and delivery, payroll, payment of vendors and contractors, cash management, investment, and all other areas of fiscal management as needed.

F. Taxation Hearing - The School Board in compliance with Minnesota Statute 275.065 will ~~schedule a Property Tax Hearing following certifying of the initial tax levy, and notices mailed to property owners by the county. A Continuation Hearing must be held if the public needs more time to speak and ask questions about the proposed tax levy for the next year. Meetings must not conflict with city~~

and county hearing dates discuss the levy and budget of the current fiscal year at a regularly scheduled School Board meeting and allow the public to speak. This meeting may not be held before 6:00 p.m.

G. Bond or ~~Tax Levy~~ Operating Referendum - The School Board shall comply with all regulations and time lines established by Minnesota state statute and the Minnesota Department of Education when considering a bond or ~~tax-levy~~ operating referendum vote by the public.

Legal References:

Minnesota, Statute, 123B.02 (General Powers of Independent School Districts)
Minnesota, Statute, 123B.09 (Boards of Independent School Districts)
Minnesota, Statute, 123B.10 (Publication of Financial Information)
Minnesota, Statute, 123B.14, Sub. 7 (Clerk Records)
Minnesota, Statute, 123B.75 (Revenue; Reporting)
Minnesota, Statute, 123B.76 (Expenditures; Reporting)
Minnesota, Statute, 123B.77 (Accounting, Budgeting, and Reporting Requirement)
Minnesota, Statute, 123B.78 (Cash Flow, School District Revenues, Borrowing for Current Operating Costs; Capital Expenditure Deficits)
Minnesota, Statute, 123B.79 (Permanent Fund Transfers)
Minnesota, Statute, 123B.80 (Exceptions for Permanent Fund Transfers)
Minnesota, Statute, 275.065 (Proposed Property Taxes; Notice)

Cross References:

Moorhead School Board Policy 212: School Board Public Hearings
Moorhead School Board Policy 810: Establishment, Adoption and Modification of District's Financial Operating Plan

Reimbursement for Travel, Professional Meetings and Conferences

Type: School Board Policy
Section: 800 BUSINESS SERVICES
Code: 824
Adopted Date: 6/24/1986
Revised Date(s): 02/09/2009
Reviewed Date(s): 01/14/1992, 06/23/1997, 07/05/2001, 04/11/2005, 01/14/2008, 02/09/2009

Attached Files:

No Documents Found.

I. PURPOSE

The purpose of this policy is to ~~identify school district business expenses that involve initial payment to an employee or that qualify for reimbursement from the school district and to specify the manner by which the employee seeks reimbursement~~ establish reimbursement guidelines for travel related to professional meetings and conferences.

II. GENERAL STATEMENT

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 (refer to Administrative Procedure 824.1). 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:

Registration materials ~~are to~~ must be submitted to ~~your~~ the requester's supervisor for approval prior to registration. Approved ~~R~~egistration fees are reimbursed in full upon submission of a receipt.

B. Transportation:

School District-Owned Vehicles: School district vehicles or rental vehicles from the district's approved vendor 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~~ the private vehicle reimbursement rate is \$15/mile or approved rental vehicle is available, the private vehicle reimbursement rate is 50 percent of the IRS approved rate unless allowed by otherwise specified in a separate employee contract.

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

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 the immediate supervisor. Shuttle, limousine or taxi expenses are included as reimbursible expenses as approved. 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.

Refer to Administrative Procedures 722.1 and 722.2.

C. Lodging:

Actual lodging expenses, including applicable taxes, are paid by the school district. Incidental lodging expenses that are not limited to personal telephone calls, in-room movies and laundry are paid by the employee. Attach receipts to the expense report form. Lodging expenses in the Moorhead area are reimbursed only when 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 \$15.00 (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 \$28.00 is available for dinner. Attach receipts to Administrative Procedure 824.21 District #152 Professional Development/Travel Request form. Itemized 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 or designee. Neither alcoholic beverages nor expenditures for personal use are subject to reimbursement.

E. Paid travel time:

Paid travel time for out-of-state conferences/meetings shall be limited to the dates of the conference/meeting plus one day before and one day after the conference/meeting upon supervisor approval.

IV. ADVANCE TRAVEL EXPENSE PAYMENTS

Advance travel expense monies may be obtained upon submission of Administrative Procedure 824.21 District #152 Professional Development/Travel Request form.

V. VOLUNTEER TRAVEL REIMBURSEMENT

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

This policy will be reviewed yearly.

Legal References:

Minnesota Statute, 471.665 (Mileage Allowances)

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

Minn. Op. Atty. Gen. No. 1611b-12 (August 4, 1997) (Transportation Expenses)

Minn. Op. Atty. Gen. No. 161B-12 (January 24, 1989) (Operating Expenses of Car)

Minnesota Statute, 15.435 (Airline Travel Credit)

Cross References:

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

Moorhead School Board Policy 722: School District Owned Vehicle Reservation

Rental of District Musical Instruments

Type: School Board Policy
Section: 800 BUSINESS SERVICES
Code: 831
Adopted Date: 7/1/1981
Revised Date(s): 04/10/2006
Reviewed Date(s): 07/01/1988, 07/25/1994, 04/10/1995, 12/13/1999, 05/13/2002, 04/10/2006

Attached Files:

No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The Moorhead School Board authorizes a rental fee of \$~~25~~ 37.50 per instrument each semester for each child playing a school district-owned instrument.

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

1. If a family cannot afford to pay the fee as determined by the building administrator using the Free or Reduced-Price School Meals criteria.
2. In situations where students who provide their own musical instruments are asked to switch to a school district-owned instrument to obtain a balance in instrumentation, no fee will be requested.
3. No student will be denied the right to participate in music because of any or all of the above.

C. Instrument Rental Agreement Form

~~An instrument rental agreement form is included as~~ Please refer to Administrative Procedure 831.1 for the instrument rental agreement form.

Cross Reference:

Moorhead School Board Policy 542: Student Activity Fees

Visitors to Moorhead Area Public School Buildings and Sites

Type:	School Board Policy
Section:	900 COMMUNITY RELATIONS
Code:	905
Adopted Date:	5/10/1994
Revised Date(s):	12/12/2005
Reviewed Date(s):	05/10/1994, 06/08/1998, 06/10/2002, 12/12/2005
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to inform the school community and the general public of the position of the Moorhead School Board on visitors to school buildings and other school property.

II. GENERAL STATEMENT ~~OF POLICY~~

A. The School Board encourages interest on the part of parents and community members in school programs and student activities. The School Board welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.

B. The School Board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. REGISTRATION OF VISITORS

In accordance with City Ordinance 4-4-18:

During such time as regularly scheduled classes are in session, no person shall enter or remain in any public elementary or secondary school building within the City of Moorhead without ~~first~~ registering in the main office of said school provided, however, this section shall not apply to members of the School Board of the Moorhead Area Public Schools ~~District~~, faculty and employees of the Moorhead Area Public Schools ~~District~~ and students enrolled in that school.

Reasonable notification of the requirements of this section shall be conspicuously posted at the entrance to every public elementary and secondary school within the City of Moorhead, and no complaint for a violation of this section shall issue unless such notice is given.

IV. VISITOR LIMITATIONS

A. An individual or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.

B. An individual or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the building administrator or a person designated by the building administrator in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

V. EMPLOYEE RESPONSIBILITY TO REPORT STRANGERS AND SUSPICIOUS PERSONS

All employees in the school district are to report strangers and suspicious persons observed on school grounds and sites to the building administrator or appropriate supervisor.

Legal References:

Minnesota, Statute, 123B.02 (General Powers of Independent School Districts)

Minnesota, Statute, 609.605, Subd. 4 (Trespass)

Moorhead City Ordinance 4-4-18 (Registration in Public Schools)

Rewards

Type: School Board Policy
Section: 900 COMMUNITY RELATIONS
Code: 907
Adopted Date: 4/10/2006
Revised Date(s):
Reviewed Date(s):
Attached Files: No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT ~~OF POLICY~~

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

III. APPROVAL OF OFFERING OF REWARDS

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

IV. ESTABLISHMENT OF PROCEDURES

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

Legal References:

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



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.107R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: April 5, 2010

SUBJECT: On-Time Graduation Joint Resolution

Attached please find the Fargo, Moorhead and West Fargo School Board Joint Resolution related to on-time graduation. This resolution serves as a followup from the March 1 Joint School Board meeting and provides direction for the community and administration regarding on-time graduation.

Fargo and West Fargo School Boards will be acting on the resolution at their school board meetings this week.

Suggested Resolution: Move to approve the resolution as presented.

LAK:mde
Attachment

Fargo, Moorhead and West Fargo School Board
Joint Resolution

WHEREAS, the school districts of Fargo, Moorhead and West Fargo have joined together with the United Way to consider on-time graduation in the communities; and

WHEREAS, every student should be afforded every reasonable opportunity to graduate from high school being adequately prepared for future success; and

WHEREAS, research indicates that an investment in a high quality preschool experience for at-risk children prepares them to be successful in school; and

WHEREAS, effort to support high school graduation cannot be focused on children and youth only, but must be the result of sustained investment from youth, families and communities to address the social, economic, cultural and institutional influences on students' abilities, attitudes, behaviors and knowledge; and

WHEREAS, efforts to significantly improve on-time high school graduation rates must include both short and long term efforts.

NOW THEREFORE, BE IT RESOLVED by the Moorhead School Board that the school districts and the community at large will establish goals to increase on-time graduation; and

BE IT FURTHER RESOLVED that a plan will be developed with community support and presented to the school boards by December 2010; and

BE IT FURTHER RESOLVED that the plan will include strategies to increase preschool opportunities in the community, increase mentorship opportunities, and increase opportunities for family engagement.

S-M9-BOS
26 April 2010

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

April 26, 2010
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 _____
Sonia Mayo Hohnadel _____	Dr. Lynne A. Kovash _____

AGENDA

1. **CALL TO ORDER**

- A. Pledge of Allegiance
- B. Preview of Agenda - Wayne Kazmierczak, Assistant Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

We Are Proud of Alison Bruggeman and Ryan Sederquist, the 2010 Triple "A" Award honorees from Moorhead High School. Each year the Minnesota State High School League honors senior students who excel in the areas of academics, athletics and the arts.

On Jan. 27, Sederquist was selected to represent Region 8 at the state competition. Bruggeman finished among the top three. Sederquist, Bruggeman and the other Triple "A" candidates representing Region 8 schools were recognized March 7 in Brainerd.

SCHOOL BOARD AGENDA - April 26, 2010
PAGE 2

We Are Proud of the Horizon Middle School students who placed in the state Science Olympiad competition held March 6 in St. Paul. Zachary Manning placed first in Solar System, Garret Mitchell and Taj Puetz placed fourth in Write It Do It, and Raehs Puetz and Zachary Manning placed ninth in Dynamic Planet. Christine Berg coaches Horizon's Science Olympiad team.

We Are Proud of the Horizon Middle School Mathcounts team for placing first in the regional tournament held Feb. 10 at MSUM and advancing to the state tournament in Plymouth, Minn., on March 12-13. Team members are Luke Lillehaugen, Taj Puetz, Andrew Ellingson and Josh Young. At the regional tournament, Lillehaugen was the individual champion and the countdown champion. Rick Eidsness is the Mathcounts coach.

We Are Proud of Horizon Middle School students Logan Ackerman, Bjorn Hagen, Anna Volk and Taj Puetz who were selected for membership in the Minnesota Band Director's Association Middle Level Honor Band for the 2009-2010 school year. They are four of 82 students selected from 321 who auditioned for a position in this group. They are students of Horizon band teacher Denise Pesola.

The students participating work with some of the finest music educators in the state as their section coaches and were conducted by Dr. Donald Krubsack, band director at Orono High School. The honor band performed Sunday, April 18 at Marshall High School.

We Are Proud of Moorhead High School student Hanna Bauer who was selected for membership in the Minnesota Band Director's Association 9th and 10th Grade State Honor Band for the 2009-2010 school year. Bauer was one of 79 students selected from 197 who auditioned for a position in this ensemble. She is a student of Moorhead High band teacher Doug Engstrom.

The students participating work with some of the finest music educators in the state as their section coaches and were conducted by Dr. Scott Jones, band director at Concordia College, Moorhead. The honor band performed Sunday, April 18 at Marshall High School.

We Are Proud of Moorhead High School football player Mark Wychor. He has been selected as a member of the West team for the Shrine Bowl football game to be played in the Fargodome on July 10, 2010.

We Are Proud of Moorhead High School students Chase Morlock, Ben Gaughan and Mark Wychor who advanced to the state wrestling tournament. Wychor placed fourth in his weight division. The Moorhead wrestling team was recognized by the

SCHOOL BOARD AGENDA - April 26, 2010

PAGE 3

Minnesota Wrestling Coaches Association as an All-State Academic Team - Gold Level, and Wychor was named to the 2010 MWCA All-State Academic Team. Wrestling coaches are Joe Gaughan, Andrew Gaughan and Troy MacFarland.

We Are Proud of wrestling coach Joe Gaughan for being honored as the 2010 Section 8AAA Wrestling Coach of the Year.

- E. Matters Presented by Citizens/Other Communications (Non-Agenda Items)
(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School Board secretary.)

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. SUPERINTENDENT MATTERS - Kovash

B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak

- (1) Approval of Carl D. Perkins Grant Application Statement of Assurances and Certifications for 2010-2011 School Year Renewal - Pages 8-10
- (2) Approval of 2010 Summer Migrant Education Program Grant - Pages 11-15
- (3) Approval of Education Minnesota Foundation Grant - Page 16
- (4) Approval of Farm to School Pilot Project - Pages 17-22

C. HUMAN RESOURCES MATTERS - Nielsen

- (1) Approval of Change in Contracts - Page 23
- (2) Approval of Resignation - Page 24
- (3) Approval of Early Retirement - Page 25
- (4) Approval of Teacher Recall - Page 26
- (5) Approval of New Employees - Page 27

D. LEARNER SUPPORT SERVICES MATTERS - Skarvold

- (1) Acceptance of Donation - Page 28

SCHOOL BOARD AGENDA - April 26, 2010

PAGE 4

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

Moved by _____ Seconded by _____

Comments _____

3. **LAKES COUNTRY SERVICE COOPERATIVE (LCSC) PRESENTATION:**

Kazmierczak

Page 29

4. **MAJOR MAGNITUDE FIELD TRIP REPORT - MHS WORLD LANGUAGE STUDENTS' TRIP TO COSTA RICA:** Kazmierczak

Page 30

5. **APPROVAL OF POLICY:** Kazmierczak

Pages 31-32

Suggested Resolution: Move to approve the policy, Tuition Fees 512, as presented.

Moved by _____ Seconded by _____

Comments _____

6. **APPROVAL OF POLICY:** Kazmierczak

Pages 33-35

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

Moved by _____ Seconded by _____

Comments _____

7. **APPROVAL OF POLICY:** Kazmierczak

Pages 36-39

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

Moved by _____ Seconded by _____

Comments _____

8. **APPROVAL OF POLICY:** Kazmierczak

Pages 40-53

Suggested Resolution: Move to approve the policy, Student Transportation Safety 721, as presented.

SCHOOL BOARD AGENDA - April 26, 2010

PAGE 5

Moved by _____ Seconded by _____
Comments _____

9. **APPROVAL OF POLICY**: Kazmierczak
Pages 54-56

Suggested Resolution: Move to approve the policy, District Fiscal Management 801, as presented.

Moved by _____ Seconded by _____
Comments _____

10. **APPROVAL OF POLICY**: Kazmierczak
Pages 57-60

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

Moved by _____ Seconded by _____
Comments _____

11. **APPROVAL OF POLICY**: Kazmierczak
Pages 61-62

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

Moved by _____ Seconded by _____
Comments _____

12. **APPROVAL OF POLICY**: Kazmierczak
Pages 63-65

Suggested Resolution: Move to approve the policy, Visitors to Moorhead Area Public School Buildings and Sites 905, as presented.

Moved by _____ Seconded by _____
Comments _____

13. **APPROVAL OF POLICY**: Kazmierczak
Pages 66-67

SCHOOL BOARD AGENDA - April 26, 2010

PAGE 6

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

Moved by _____ Seconded by _____

Comments _____

14. **FINANCE UPDATE:** Kazmierczak
Page 68

15. **COMMITTEE REPORTS**

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

17. **ADJOURNMENT**

SCHOOL BOARD AGENDA - April 26, 2010
PAGE 7

CALENDAR OF EVENTS


<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Activities Council	April 27	7 am	Conf Rm
Technology Committee	April 27	3:45 pm	PCE
Grades 9-12 P/T Conferences	April 27	5-8:30 pm	
Asp PTAC	May 3	6:30 pm	Media Center
Reinertsen PTAC	May 3	6:30 pm	Media Center
MHS PTAC	May 3	7 pm	Conf Rm
Spec Ed Parent Adv Com	May 4	12 pm	PCE
Indian Educ Parent Com	May 5	5 pm	PCE
Joint Powers Committee	May 6	7 am	PCE
Educ Moorhead Recog Dinner	May 6	6 pm	Marriott
Horizon PTAC	May 6	7 pm	Media Center
School Board	May 10	7 pm	PCE
Hopkins PTAC	May 11	6:30 pm	Media Center
Instr and Curr Adv Com	May 13	7 am	PCE
Academics Awards Ceremony	May 13	7 pm	Auditorium
Policy Review Committee	May 17	7 pm	PCE
Interagency Early Interv Com	May 19	12 pm	FSC
School Bd Retirement Reception	May 24	5:30 pm	PCE
School Board	May 24	7 pm	PCE
Technology Committee	May 25	3:45 pm	PCE
Title I Parent Adv Com	May 25	5:30 pm	PCE
Last Day for K-12 Students	June 3		
Last Day for K12 Staff/Prof	June 4		
Dev (a.m.)/Teacher Work			
Day (p.m.)			
Graduation	June 6	2 pm	Concordia
School Board	June 14	7 pm	PCE
Com Ed Adv Council	June 15	6:30 pm	PCE
School Board	June 28	7 pm	PCE



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.112 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: April 20, 2010

SUBJECT: Carl D. Perkins Grant Application Statement of Assurances and Certifications for 2010-2011 School Year Renewal

Attached please find the Carl D. Perkins Career and Technical Education Act of 2006 Statement of Assurances and Certifications for the 2010-2011 school year. The upcoming 2010-2011 school year is the third of a five-year plan in Minnesota that addresses changes required in the reauthorized Carl D. Perkins Career and Technical Education Act of 2006. Each consortium member district's superintendent or authorized representative is required to sign the Statement of Assurances and Certifications form to access Perkins funds.

Suggested Resolution: Move to approve the Carl D. Perkins Career and Technical Education Act of 2006 Statement of Assurances and Certifications for 2010-2011.

WAK:mde
Attachment

FY 2011 STATEMENT OF ASSURANCES & CERTIFICATIONS

1. The eligible sub-recipient shall make this application and Personnel Activity Reports (PAR) available for review and comment by all appropriate parties as outlined in the Carl D. Perkins Career and Technical Education Act of 2006.
2. None of the funds expended under this Act shall be used to purchase equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
3. Funds made available under this Act cannot be used: (1) to require any secondary school student to choose or pursue a specific career path or major; or (2) to mandate that any individual participate in a career and technical education program, including a career and technical education program that requires the attainment of a federally funded skill level, standard, or certificate of mastery.
4. Federal career and technical education funds shall be used to supplement state and local funds for career and technical education, and in no case to supplant (replace) such state or local funds.
5. The eligible sub-recipient shall comply with all requirements imposed by the grantor agency concerning special legal requirements, program requirements, and other administrative requirements including the completion of Personnel Activity Reports.
6. The eligible sub-recipient shall comply with all regulations, policies, guidelines, and requirements included in the Education Division General Administrative Regulations (EDGAR) as they relate to the application, acceptance and use of federal funds for this project.
7. The eligible sub-recipient shall comply with the Vocational Education Guidelines for eliminating discrimination and denial of services on the basis of race, color, national origin, sex and handicap (45 CFR, Part 80) issued by the Bureau of Occupational and Adult Education, Department of Education and the Office of Civil Rights, March 21, 1979.
8. The eligible sub-recipient shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal land federally assisted programs.
9. The eligible sub-recipient shall comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
10. The eligible sub-recipient shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

11. The eligible sub-recipient shall give the grantor agency or the Comptroller General through any responsible authority access and the right to examine all records, books, papers, or documents related to the awarding of these funds.
12. The consortium district and college administration assure that programs of study have been designed according to the process and document requirements and will serve all populations of learners.

I/we hereby certify that the information provided in this local application is true and correct to the best of my/our knowledge, information, and belief, and that the required assurances are given. All approved programs, services, and activities shall be conducted in accordance with state and federal laws, rules and regulations; and in accordance with the Minnesota Department of Education and the Minnesota State Colleges and Universities policies and program standards.

ALL STATEMENT OF ASSURANCES AND CERTIFICATIONS MUST BE SIGNED:

Consortium Name _____

College President Name-Print _____

Postsecondary Signature - College President _____

Date _____

College President E-mail _____

Superintendent Name-Print _____

District Number/Type _____

District Name - Print _____

Secondary Signature - School Superintendent _____

Date _____

Superintendent E-mail _____



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.113 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent *W. Kazmierczak*

DATE: April 20, 2010

SUBJECT: Approval of 2010 Summer Migrant Education Program Grant

Attached please find the Official Grant Awards Notification for Moorhead Area Public Schools' 2010 Summer Migrant Education Program Grant. The grant is for the period of May 1, 2010 September 30, 2010. The award amount is \$28,434.

Suggested Resolution: Move to approve the 2010 Summer Migrant Education Program Grant in the amount of \$28,434 as presented.

WAK:mde
Attachment

APR 8 2010

DATE: April 5, 2010

TO: Lynne Kovash, Superintendent
Moorhead Area Public Schools, ISD #152

FROM: Paul Klinge *Paul Klinge*
Grants Specialist
Program Accountability and Improvement

RE: 2010 Summer Migrant Education Program Grant

Dear Superintendent Kovash: enclosed is an executed copy of the Official Grant Awards Notification (OGAN) for Moorhead's 2010 Summer Migrant Education Program Grant. This grant is for the period May1, 2010 through September 30, 2010. Work may begin effective **May 1, 2010**. Please do not begin any work before May 1 as we cannot reimburse the District for expenditures made before the Grant begin date. The Grant Award amount is **\$28,434**.

The next step is for the District to go into SERV'S Financial System and re-enter your budget exactly the way you listed it in your grant application. Once you have done this and we have approved the budget in SERV'S, you will be able to enter reimbursement requests in SERV'S for grant-related expenditures. Please enter your budget prior to May 1, 2010 so everything is ready.

If you have questions about requesting reimbursements or revising your budget during the grant period, please let me know. We look forward to working with you during this grant period.

Cc: Debra Pender-Tilleraas, Alternative Education Program Manager
Denice Sinner, Accountant
Noemi Treviño, MDE

Enclosures
Executed Grant Award Notification

Official Grant Award Notification

Grant Title:	SOLE SOURCE - 863 - 2010 SUMMER MIGRANT EDUCATION PROGRAM
Organization Name:	152-1-0-0 MOORHEAD PUBLIC SCHOOL DISTRICT

Grantee Contact Information

	Program Contact Representative	Authorized Representative
Name	Deb Pender-Tilleraas	Dr. Lynne A. Kovash
Title	Alternative Education Manager	Superintendent of Schools
Address	1100 32ND AVENUE SOUTH MOORHEAD MN 56560	2410 14TH STREET SOUTH MOORHEAD MN 56560
Phone	218-284-2201	218-284-3331
Email	dptilleraas@moorhead.k12.mn.us	lkovash@moorhead.k12.mn.us

Encumbrance Information

DUNS Number:	076510668
UFARS Finance Code:	863
Vendor ID:	00915200000
CFMS Number:	B42223

Year	Cost Code (fund-org-app)	Amount
2010	300-2526-K22 5C20	\$14,217.00
2011	300-2526-K22 5C20	\$14,217.00

Award Details

Funding Source/Legislative Authority	Title I, Part C of the ESEA as amended by the NCLB Act of 2001
Federal Award Number	S011A090023
Federal Award Year	2009
CFDA Number	84.011A
Start date	05/01/2010
End date	09/30/2010
Total Award	\$28,434.00
Action Type	Original
Version	1

MDE Contact Information

Role	Name	Phone	Email
Program Specialist	NOEMI TREVINO	651-582-8233	NOEMI.TREVINO@STATE.MN.US
Grants Specialist	PAUL KLINGE	651-582-8697	PAUL.KLINGE@STATE.MN.US

Terms and Conditions

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

1. THIS ACTION IS TO:

Identify and recruit the migrant students within the district and to help ensure that the migrant students reach challenging academic standards and graduate with a high school diploma (or complete a GED) to prepare them for responsible citizenship, further learning

and productive employment.

2. ADDITIONAL REQUIREMENTS:

Grantee will adhere to detailed Program goals/objectives and timelines identified in the application and supplemental forms submitted to MDE.

PROGRAM REPORTING:

Program Reporting Forms (PRF) shall be submitted in the form and manner prescribed by MDE according to the following:

- a. An **Interim Progress Report (IPR)**, including a narrative of activities and submission of data collected related to the grant project, will be due to MDE, as follows:

Certificates of Eligibility must be submitted weekly. The Performance Report, the Site Summary (elementary and secondary), the Reading is Fundamental (RIF) reports and invoices, the Special Education Forms and the Summer Program Services Report must be submitted by October 7, 2010.

FINANCIAL REPORTING:

- a. A **Financial Reporting Form (FRF)** including a narrative description of the object code expenditures reported on the State Educational Record View System (SERVS) shall be submitted in the form and manner prescribed by MDE according to the following:

if requested by MDE Program staff.
- b. Reimbursement of approved expenditures will be made based on expenditure entry made in SERVS. All drawdown requests must be made prior to 11/14/2010 for expenditures made on or before 09/30/2010. If this grant award goes beyond the state fiscal year end date of June 30th, all expenditures incurred up to June 30th must be entered into SERVS no later than Aug 15th of each state fiscal year.

FINAL REPORTING:

- a. **Final Reporting** is due 45 days after the ending date of the grant outlining expenditures for the grant project through 09/30/2010. The final reporting includes: 1) a final program report of accomplishments, including any data or reports requested; 2) the final drawdown request; and 3) the final financial report and budget narrative describing expenditures. All of these items will be reviewed and approved before the grant is closed out.

3. OTHER FISCAL REQUIREMENTS:

- a. **Financial (Back-Up/Supporting) Documentation:** is required on all awards. Awardee/grantee must provide MDE with supporting documentation upon request. Financial reconciliation will occur on grants of \$50,000 or more at least once per award period and may occur for all other grants, on a random basis following grantee submission of a Draw Request.
- b. **Revisions (Budget and/or Work Plan):** Awardee/grantee must receive prior written approval from MDE for any budgetary realignment of approved line item amounts greater than 10% of the total grant award available for expenditure during the grant period. Total line item deviations exceeding 10% of the award must be approved in writing by MDE prior to expenditure or legal obligation of those funds. Awardee/grantee must support the request with reason for change. Awardee/grantee may not move funds to an unapproved line item without written MDE approval.
- c. **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 grantee at any time, with or

without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, grantee shall be entitled to payment, determined on a pro rata basis, for work or services performed to 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 grantee's program to continue operating, the award shall immediately be terminated upon written notice by the MDE to the grantee. In the event of such termination, grantee shall be entitled to payment determined on a pro rata basis, for services performed and liabilities already accrued prior to such termination.

- b. 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):

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 request must be submitted prior to obligating funds no later than 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.

6. **TERMS OF ACCEPTANCE:** By accepting funds under this grant, the Grantee agrees to comply with all provisions of the grant including all assurances and certifications made in the Grant application, and all applicable federal statutes, regulations and guidelines. The Grantee agrees to administer the funded Program in accordance with the approved Grant application and budget(s), supporting documents, and other representation made in support of the approved Grant application.

Approvals

For MDE PAI Director:

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

/s/ ELIZABETH STEPHENS, 04/01/2010 12:54:58

For MDE Program Director:

As the Division Director, I hereby approve this award and attest to the Authorized Representative's review of related application documents.

/s/ JESSIE MONTANO, 04/02/2010 10:27:08

For MDE Finance (for encumbrance):

As the State Encumbrance Verifier, I hereby certify that funds have been encumbered as required by Minnesota Statute §§16A.15 and 16C.05.

/s/ GERRI GOULD, 04/02/2010 02:14:03

For MDE Agency Director:

As the representative of the Minnesota Department of Education, I hereby certify that this award notification and release of funds are therefore approved, legal, binding and valid.

/s/ AL LOUISMET, 04/02/2010 02:42:23



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.114 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent *W. Kazmierczak*

DATE: April 20, 2010

SUBJECT: Approval of Education Minnesota Foundation Grant

A team of teachers at Robert Asp Elementary School applied for and received a grant through the Education Minnesota Foundation. The project is titled Global Positioning System (GPS) Across the Curriculum and is one of 46 other classroom projects funded through the Education Minnesota Foundation for Excellence in Teaching and Learning. The project coordinator is Bert Chamberlain. Teachers will use GPS devices in geography, art, and physical education. The award amount is \$2,876.

Suggested Resolution: Move to approve the Education Minnesota Foundation Grant in the amount of \$2,876 as presented.


WAK:mde
Attachment



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.116 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: April 21, 2010

SUBJECT: Farm to School Pilot Project

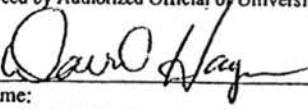
Moorhead Area Public Schools was one of four Minnesota school districts that was selected to participate in a Farm to School (F2S) Pilot Project that received funding during the 2009 legislative session. The Minnesota Department of Agriculture has contracted with the University of Minnesota Extension Center for Family Development (ECFD) to facilitate the grant. The award amount is \$15,000.

Donna Tvedt and I met with ECFD staff to develop our district's plan. Our goal when determining how to best utilize these funds was to create something that would go beyond a one-time purchase of local produce, for example. Our plan is to purchase and plant approximately 25 apple trees at Robert Asp Elementary, Ellen Hopkins Elementary, S.G. Reinertsen Elementary, Horizon Middle School, and Moorhead High School. We worked with the principals at each site to determine a location for the trees, and within the next month they will be planted. Once the trees mature and begin producing fruit, the apples will be served to the students at each of the schools. Additionally, we have earmarked some of the funds for raised garden plots at the schools; we are still in the planning stages of this portion of the project.

Suggested Resolution: Move to approve the Farm to School (F2S) Pilot Project in the amount of \$15,000, as presented.

WAK:mde
Attachment

Non-Federal Subaward Agreement

Non-Federal Subaward Agreement	
Institution/Organization ("UNIVERSITY") Name: Regents of the University of Minnesota Address: Office of Sponsored Projects Administration McNamara Alumni Center 200 Oak Street SE, Suite 450 Minneapolis, MN 55455	Institution/Organization ("COLLABORATOR") Name: Moorhead Public Schools #152 Address: 2410 14 th St. S. Moorhead, MN 56560 EIN No. : Subaward No.
Prime Award No. CFMS Contract No. B33788	Subaward No. H001345104
Sponsor Minnesota Department of Agriculture	
Subaward Period of Performance 09/25/2009 through 06/30/2010	Total Cost Estimate \$15,000
Project Title Farm to School Pilot Projects	
Reporting Requirements [Check here if applicable: <input checked="" type="checkbox"/> See Attachment 3]	
Terms and Conditions <p>1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are (check one): <input type="checkbox"/> as specified in Collaborator's proposal dated _____; or <input checked="" type="checkbox"/> as shown in Attachment 4. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.</p> <p>2) University shall reimburse Collaborator <input checked="" type="checkbox"/> not more often than monthly for allowable costs or <input type="checkbox"/> per Attachment 1. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. <i>Invoices that do not reference University's subaward number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Project Director & Administrative Contact, as shown in Attachment 2.</i></p> <p>3) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against Collaborator. University shall have no obligation to pay any amounts to Collaborator to the extent that the University does not first receive from the Prime award the necessary funds designated for the Collaborator under this subaward agreement.</p> <p>4) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 2.</p> <p>5) Matters concerning the request or negotiation of any changes in the terms and conditions cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 2.</p> <p>6) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers or directors, to the extent allowed by law.</p> <p>7) Either party may terminate this agreement with thirty (30) days prior written notice to the appropriate party's Administrative Contact, as shown in Attachment 2. University shall pay Collaborator for all allowable, noncancellable obligations in the event of termination.</p> <p>8) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 2, not less than thirty (30) days prior to the desired effective date of the requested change.</p> <p>9) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 1.</p> <p>10) Any inconsistency in this subaward shall be resolved by giving precedence in the following order: 1) subaward terms and conditions; 2) prime award agreement terms and conditions; and 3) other documents, exhibits and attachments incorporated by reference.</p>	
Agreed by Authorized Official of University  Name: J. Krzyzek, E. Wink, K. McKoskey, D. Hagen Title: Grants Mgr., Assoc. V.P., Mgr., Asst. Dir.	Agreed by Authorized Official of Collaborator Name: _____ Title: _____ Date: 4/8/10

PO# H000539801

UMN Version: 4/8/2010

EXHIBIT A

FARM TO SCHOOL PILOT PROGRAM

9/25/2009 - 6/30/2010

MOORHEAD SCHOOL DISTRICT



Karen A. Shires
3-16-10

2410 14TH ST S MOORHEAD, MN 56560 218-284-3324

KEY CONTACT INFORMATION:

NAME/ DONNA TVEDT
E-MAIL: dtvedt@moorhead.k12.mn.us
PHONE: 218-284-3324

BRIEF DESCRIPTION OF PROJECT INCLUDING AUDIENCE, POTENTIAL NUMBERS
REACHED, PARTNERS AND OUTCOMES:

The Moorhead Public Schools Farm to School (F2S) Pilot Project will allow Food and Nutrition Services the ability to get students, staff, parents and community involved in Farm to School efforts. The grant dollars will be used to purchase apple trees to be planted at the 3 elementary, 1 middle school and 1 high school in the district. The grant dollars will also be used to build raised gardens at the schools.

We aim to have enough fruit for use in the schools breakfast and lunch programs for fresh fruit and also in baking. The raised gardens will be used for late summer vegetables. Students, staff and parents will be involved in the planting and picking. Students in high school Environmental Sciences will have part of their classroom studies pertaining to apple trees.

Moorhead's enrollment is 5300 students. We have been collecting information from the Clay County Extension Service and have been searching on the internet.

The outcome will be to offer fresh apples at least two times a week for breakfast and lunch. The students will be able to see how their efforts "Put food on the table" hopefully increasing participation.

ACTIVITY	TIMELINE	COMMENTS
1. Test the soil	Early April	As soon as soil has thawed enough
2. Purchase the trees	Early April	As soon as F2S money is available
3. Purchase chemicals	Early April	As soon as F2S money is available
4. Dig holes for trees	Have them ready for April 30th	Before April 30th
5. Plant trees	April 30th	There will be students, parents and community involved

ACTIVITY	TIMELINE	COMMENTS
6. Care of trees	First years	Train trees, spray with chemicals, water protect tree trunks
7. Picking of fruit	Ongoing throughout	This will involve students, school groups, classes, parents, and staff
8. Building of raised garden plots	April/May	Vocational Ed Classes
9. Plant the raised garden plots	May/June	Elementary Students

EXHIBIT B

University of Minnesota Extension: Budget Worksheet
 Form to School Pilot (02/25/2000, 6/20/2010)

Name and Description		
Name of School/School District: Moorhead Public Schools #152	Examples:	For School to Complete:
Salaries		
Sally Doe, Executive Director - 10% @ 42,000	\$4200	
Dan Doe, Curriculum Coordinator - 20% @ 35,000	\$7000	
percentage of time x annual salary		
Staff		\$0
Staff		\$0
		\$0
Fringe		
Sally Doe - 27% @ \$42,000 x 10%	\$1134	
Dan Doe - 27% @ 35,000 x 20%	\$1890	
(Fringe Rate x annual salary) x percentage of time		
staff		\$0
staff		\$0
Instate Staff Travel		
Mileage (# of miles x \$0.55)		\$0
Parking		\$0
Accommodations		\$0
Per diem		\$0
Vehicle rental		\$0
Project Supplies		
Trees 100 @ \$40. each		\$4000
Chemicals		\$300
Tree Guards 100 @ \$.00 each		\$400
Apple Pickers 35 @ \$40.00		\$1400
Storage bins 400 @ \$10 each		\$4000
Water tank		\$100
Timber for raised gardens		\$4200
Hardware for raised gardens		\$300
Seeds for raised gardens		\$150
Dirt for raised gardens		\$150
Other:		
Total		\$15000



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.098

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: April 19, 2010
RE: Change in Contract

The administration requests approval of Change in Contract for the following people:

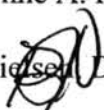
Jennifer Stumphf	4 th Grade teacher at S. G. Reinertsen Elementary, 1.00 FTE to 5 th Grade Teacher at Robert Asp Elementary 1.00 FTE, effective with the 2010-2011 school year.
Shannon Rieder	Literacy Coach/Literacy Teacher, S. G. Reinertsen Elementary to 4 th Grade teacher at S. G. Reinertsen Elementary.

SUGGESTED RESOLUTION: Move to approve the Change in Contract for Jennifer Stumphf and Shannon Reider as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.103

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen  Director of Human Resources
DATE: April 19, 2010
RE: Resignation

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

Elizabeth Luhman Title 1 Teacher .50 FTE, Ellen Hopkins Elementary, effective at the end of the 2009-2010 school year.

SUGGESTED RESOLUTION: Move to approve the resignation of Elizabeth Luhman as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.100

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielson, Director of Human Resources
DATE: April 19, 2010
RE: Early Retirement

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


Penny Gunderson Paraprofessional, Robert Asp Elementary, effective at the end of the 2009-2010 school year.

SUGGESTED RESOLUTION: Move to approve the Early Retirement of Penny Gunderson as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.101

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron  Nielsen, Director of Human Resources
DATE: April 19, 2010
RE: Teacher Recall

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

Pamela Redlinger Instrumental Music Teacher .667 FTE at High School and .33 FTE at
Horizon Middle School, effective beginning with the 2010-2011 school
year. (Replaces Doug Engstrom)

SUGGESTED RESOLUTION: Move to approve the recall of Pamela Redlinger as Instrumental
Music Teacher as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.099

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: April 19, 2010
RE: New Employees

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

Lana Suomala	Spanish Teacher, 1.00 FTE, BA (6) \$9,192.92 for 44 days, effective April 5, 2010. (Replaces Jean Moe)
Miranda Wells	Food and Nutrition Server, Ellen Hopkins Elementary, 2.75 hours per day, \$9.00 per hour, effective April 19, 2010. (Replaces Virginia Almaraz)
Elizabeth Luhman	1 st Grade Teacher, Robert Asp Elementary, 1.00 FTE, BA+20 (1) \$35,839.00, effective August 31, 2010.


SUGGESTED RESOLUTION: Move to approve the employment of Lana Suomala, Miranda Wells and Elizabeth Luhman as presented.



Office of Learner Support Services
Moorhead Area Public Schools

LSS.10.016

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services 

DATE: April 7, 2010

RE: Donation

Moorhead Area Public Schools has received a donation of a Zippie 1 arm-drive wheelchair from Lindsey Scholar, parent of a student within the district. The wheelchair will be available to use with young children who need to access a wheelchair within school. The value of the used Zippie 1 arm-driven wheelchair is \$1,400.00.

SUGGESTED RESOLUTION: Move to accept the donation of the Zippie 1 arm-driven wheelchair, valued at \$1,400.00 from Lindsey Scholar and direct administration to send a thank you card.

Lindsey Scholar
2906 Ave Circle S
Moorhead, MN 56560

JS:ca



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.110 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent *W. Kazmierczak*

DATE: April 20, 2010

SUBJECT: Lakes Country Service Cooperative (LCSC) Presentation

Jeremy Kovash, Executive Director, will provide an update at the April 26 School Board meeting related to existing and new programs and services at LCSC. In addition, he will discuss the relationship between LCSC and the Moorhead Area Public Schools and answer any questions regarding the services they provide and future potential partnerships.


WAK:mde



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.111 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: April 20, 2010

SUBJECT: Major Magnitude Field Trip Report - MHS World Language Students' Trip to Costa Rica

Brittney Rehm, Lana Suomala and students will be in attendance at the April 26, 2010 School Board meeting to provide a report following Moorhead High School world language students' Major Magnitude Field Trip to Costa Rica in March.

WAK:mde



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.104R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: April 14, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Tuition Fees 512.

Suggested Resolution: Move to approve the policy, Tuition Fees 512, as presented.

LAKmda
Attachment

Tuition Fees

Type: School Board Policy
Section: 500 STUDENTS
Code: 512
Adopted Date: 9/13/1988
Revised Date(s): 05/11/2009
Reviewed Date(s): 08/13/1991, 07/06/1993, 08/28/1995, 08/26/1996, 07/28/1997, 08/10/1998, 07/19/1999, 06/26/2000, 11/10/2003, 09/26/2005, 06/12/2006, 08/27/2007, 05/11/2009

Attached Files:

No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

Tuition fees for full-time students ~~attending Moorhead Area Public Schools~~ are based on the basic general education formula allowance and pupil weighting as identified in Minnesota Statute 126C.10 and outlined in Administrative Procedure 512.1 as follows:

~~Kindergarten \$3,135~~

~~Grades 1-3 \$5,713~~

~~Grades 4-6 \$5,431~~

~~Grades 7-12 \$6,661~~

Legal References:

~~Minnesota Statute 124D.04 (Options for Enrolling in Adjoining States)~~
Minn. Stat. 126C.10 (General Education Revenue)

Cross Reference:

Moorhead School Board Policy 511: Enrollment of Nonresident Students



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.110R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent LAK

DATE: April 14, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Student Activities 540.

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

LAK:nde
Attachment

Student Activities

Type:	School Board Policy
Section:	500 STUDENTS
Code:	540
Adopted Date:	8/26/2002
Revised Date(s):	05/11/2009
Reviewed Date(s):	06/13/2005, 04/09/2007, 02/11/2008, 05/11/2009
Attached Files:	No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

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

A. Co-curricular activities ~~means~~ are 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. Co-curricular activities are not offered for school credit, cannot be counted toward graduation and have one or more of the following characteristics:

1. They are conducted at regular and uniform times during school hours, or at times established by school authorities;
2. 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;
3. They are partially funded by public monies for general instructional purposes under direction and control of the Moorhead School Board.

B. Extracurricular activities ~~means~~ are 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 123B.36, Subdivision 1, Paragraph (a), to be eligible to ~~fully~~ participate fully 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 (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

Memo S.10.111R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent LAK

DATE: April 14, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Home Schooled Students 608.

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

LAK 
Attachment

Home Schooled Students

Type:	School Board Policy
Section:	600 EDUCATION PROGRAMS
Code:	608
Adopted Date:	2/11/2002
Revised Date(s):	04/10/2006
Reviewed Date(s):	04/10/2006
Attached Files:	No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. CONDITIONS FOR HOME SCHOOLING

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

IV. IMMUNIZATION

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

V. TEXTBOOKS, INSTRUCTIONAL MATERIAL, STANDARD TESTS

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

VI. PUPIL SUPPORT SERVICES

Upon formal request as required by law, Moorhead Area Public Schools will provide pupil support

services in the form of health services and counseling and guidance services to a home-schooled child as provided by Minnesota Statute 123B.44 and Minnesota Rules Ch. 3540. The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to Minnesota Statute 123B.40-123B.48 for any of these purposes.

VII. SHARED TIME PROGRAMS

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

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

VIII. EXTRACURRICULAR ACTIVITIES

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

IX. OPTIONAL COOPERATIVE ARRANGEMENTS

A. Activities

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

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

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

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

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

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

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

B. Transportation Services

1. The school district may provide nonpublic, nonregular transportation services to a home-schooled child.

2. The School Board of the school district retains sole discretion and control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

Legal References:

Minnesota Statute, 120A.22 (Compulsory Instruction)
Minnesota Statute, 120A.24 (Reporting)
Minnesota Statute, 120A.26 (Enforcement and Prosecution)
Minnesota Statute, 121A.15 (Health Standards; Immunizations; School Children)
Minnesota Statute, 123B.36 (School Boards May Require Fees)
Minnesota Statute, 123B.40 (Declaration of Policy)
Minnesota Statute, 123B.41 (Definitions)
Minnesota Statute, 123B.42 (Textbooks, Individual Instruction Material, Standard Tests)
Minnesota Statute, 123B.43 (Use of Individualized Instructional Materials)
Minnesota Statute, 123B.44 (Provision of Pupil Support Services)
Minnesota Statute, 123B.45 (Payments for Contractual Obligations)
Minnesota Statute, 123B.46 (Administrative Costs)
Minnesota Statute, 123B.47 (Notice to Districts: Proration)
Minnesota Statute, 123B.48 (Limit on District Obligations)
Minnesota Statute, 123B.49 (Cocurricular and Extracurricular Activities)
Minnesota Statute, 123B.86 (Equal Treatment - Transportation)
Minnesota Statute, 123B.92 (Transportation Aid Entitlement)
Minnesota Statute, 124D.03 (Enrollment Options Program)
Minnesota Rules Chapter, 3540 (Textbooks, Individualized Instruction Materials, Standardized Tests)

Cross References:

Moorhead School Board Policy 511: Enrollment of Nonresident Students
Moorhead School Board Policy 530: Student Immunization Requirements
Moorhead School Board Policy 541: Student Activity Eligibility
~~Moorhead Administrative Procedure 541.1: Moorhead High School/Minnesota League Eligibility Form~~
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.112R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent LAK

DATE: April 14, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Student Transportation Safety 721.

Suggested Resolution: Move to approve the policy, Student Transportation Safety 721, as presented.

LAK mde
Attachment

Student Transportation Safety

Type: School Board Policy
Section: 700 NON-INSTRUCTIONAL
Code: 721
Adopted Date: 10/10/1994
Revised Date(s): 05/11/2009
Reviewed Date(s): 05/14/2001, 06/14/2004, 12/12/2005, 06/11/2007, 05/12/2008, 05/11/2009

Attached Files: No Documents Found.

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and educate students on safety issues and responsibility of school bus ridership. It includes information of parent/guardian involvement, school bus driver duties, responsibilities, training, emergency procedures on buses, and vehicle standards.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

School bus safety week will coincide with the National School Bus Safety Week.

B. Student Training

1. The Moorhead Area Public Schools shall provide students enrolled in grades K through 10 with age-appropriate school bus safety training of the following concepts:

- a. Transportation by school bus is a privilege not a right;
- b. District policies for student conduct and school bus safety;
- c. Appropriate conduct while on the bus;
- d. The danger zones surrounding a school bus;
- e. Procedures for safely boarding and leaving a school bus;
- f. Procedures for safe vehicle lane crossings; and
- g. School bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first week of school must receive the school bus safety training by the end of the third week of school. All students in grade 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four weeks of their first day of attendance.

3. The Moorhead Area Public Schools and nonpublic schools with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statute 169.446, Subds. 2 and 3.

5. The Moorhead Area Public Schools and nonpublic schools with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The Moorhead Area Public Schools will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The Moorhead Area Public Schools may provide kindergarten students with school bus safety training before the first day of school.

8. The Moorhead Area Public Schools may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.

9. The Moorhead Area Public Schools shall adopt and make available for public review a curriculum for transportation safety education.

10. Nonpublic school students transported by the Moorhead Area Public Schools will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the Superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

Riding the school bus is a privilege, not a right. Students are expected to follow the same behavioral standards while riding school buses as are expected on school property or at school activities, functions or events. All school rules are in effect while a student is riding the bus or at the bus stop.

The building administrator or designee is responsible for imposing consequences for misconduct on the school bus or at bus stops. In addition, all school bus/bus stop misconduct will be reported to the district's transportation safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. Consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's transportation director's office and the school office.

2. Rules at the Bus Stop

a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.

- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body and personal belongings inside the bus.
- e. Keep your arms, legs and belongings to yourself.
- f. No fighting, harassment, intimidation or horseplay.
- g. Do not throw any object.
- h. No eating, drinking or use of tobacco or drugs.
- i. Do not bring any weapon or dangerous objects on the school bus.
- j. Do not damage the school bus.

4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all ~~regular and late~~ routes. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extra-curricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parent(s)/guardian(s) will be notified of any suspension of bus privileges.

1st offense -- Warning

2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 10 day suspension from riding the bus/meeting with parent(s)/guardian(s).

Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

* Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

(2) Middle School and Secondary (6-12)

1st offense -- Warning

2nd offense -- 5 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

3rd offense -- 10 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 20 day suspension from riding the bus/meeting with parent(s)/guardian(s).

5th offense -- Suspended from riding the bus for the remainder of the school year.

*Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school may also result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that causes an immediate and substantial danger to the student or surrounding persons or property will be provided to the Minnesota Department of Public Safety in accordance with state and federal law. Records may also be maintained in the transportation office.

(5) Vandalism/Bus Damage

Student damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in loss of bus privileges until damages are paid.

(6) Notice

Students will be given a copy of school bus and bus stop rules during school bus safety training. Rules are to be posted on each bus. The driver will periodically review both rules and consequences

with students.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons possession, drug possession or vandalism), the Superintendent, local law enforcement officials and the Minnesota Department of Public Safety will be informed.

IV. PARENT/GUARDIAN INVOLVEMENT

A. Parent/Guardian Notification

The Moorhead Area Public Schools school bus and bus stop rules will be provided to each family. Parent(s)/guardian(s) are asked to review the rules with their children.

B. Parent/Guardian Responsibilities For Transportation Safety:

1. Become familiar with district rules and policies, regulations and principles of school bus safety and thoroughly review them with their children.
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop five minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid class of drivers license and school bus endorsement for operating the type of equipment to which they are assigned. A person possessing a valid driver's license without a school bus endorsement may drive a vehicle with a seating capacity of 10 or fewer persons used as a school bus, but not outwardly equipped or identified as a school bus as set forth in Section VII.B. below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services ("Division") of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
2. reckless driving;
3. improper or erratic traffic lane changes;
4. following the vehicle ahead too closely;
5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession.

D. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within ten days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant law, rules of the road and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent(s)/guardian(s) may designate by a signed, written request a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent(s)/guardian(s) as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.
6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand held or hands free, when the vehicle is in motion. For purposes of this paragraph, "school bus" has the meaning given in Minn. Stat. 169.01, Subd. 6.

In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A ~~T~~type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a ~~T~~type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The ~~T~~type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "~~T~~type III school bus vehicle" and "~~Type III Head Start bus~~" must not be outwardly equipped and identified as a Type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on ~~T~~type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any ~~T~~type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any ~~T~~type III vehicle used to transport students must not load or unload so that a ~~pupil~~ student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a ~~pupil~~ student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any ~~T~~type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. A ~~T~~type III ~~bus~~ vehicle must contain at least three red reflectorized triangle road warning devices. Liquid burning "pot type" flares are not allowed.
 - d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning

triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as Type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with seating capacity of 10 or fewer without meeting the requirements for a Type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The district has no system of inspection for private vehicles.

12. All drivers of Type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a Type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

C. Type III Vehicle Driven by Employees with a Class D Driver's License

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pretrip vehicle inspections; and

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible

to avoid such a location; and

(d) placing the type III vehicle in "park" during loading and unloading.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minn. Stat. § 122A.18, Subd. 8, or Minn. Stat. § 123B.03 for school district employees; Minn. Stat. § 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. § 171.321, Subd. 3, for all other persons operating a type A or type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minn. Stat. § 171.321, Subd. 2.

e. The operator's employer has adopted and implemented a policy that provides for mandatory drug and alcohol testing of applicants for operator positions and current operators, in accordance with Minn. Stat. § 181.951, Subds. 2, 4, and 5.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the school bus.

g. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of violating Minn. Stat. § 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minn. Stat. §§ 169A.50 to 169A.53 of the implied consent law, or who is convicted of or has his or her driver's license revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for five years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minn. Stat. § 171.3215, Subd. 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within three years of the first of three other moving offenses is precluded from operating a type III vehicle for one year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minn. Stat. § 123B.90, Subd. 2 (See Section II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minn. Stat. § 169.451.

3. An operator employed by the school district, whose normal duties do not include operating a type III vehicle, who holds a Class D driver's license without a school bus endorsement, may operate a type III vehicle and is exempt from paragraphs VII.C.1.c. (background checks), VII.C.1.d. (physical examination), VII.C.1.e. (drug and alcohol testing), and VII.C.1.f. (annual license verification), above.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of ~~pupils~~ students with disabilities, assist ~~pupils~~ students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
1. the ~~pupil's~~ student's name and address;
 2. the nature of the ~~pupil's~~ student's disabilities;
 3. emergency health care information; and
 4. the names and telephone numbers of the ~~pupil's~~ student's physician, parent(s)/guardian(s), or custodians, and some person other than the ~~pupil's~~ student's parent(s)/guardian(s) or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles and vehicles contracted to the school district shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles and vehicles contracted to the school district shall be inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL DISTRICT'S TRANSPORTATION SAFETY DIRECTOR

The Moorhead School Board designates the Director of Property Services and Transportation as the school district's transportation safety director. The school district's transportation safety director shall have day-to-day responsibility for ~~pupil~~ student transportation safety, including transportation of

nonpublic school children when provided by the school district. The school district's transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school district's transportation safety director shall certify annually to the School Board that each school bus driver meets the school bus driver training competencies required by Minnesota Statute 171.321, Subd. 4. The school district's transportation safety director also shall annually verify and ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a Type A, B, C, or D school bus or Type III vehicle with the National Driver's Register or the Department of Safety. Upon request of the Superintendent, the school district's transportation safety director also shall certify to the Superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school district's transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school district's transportation safety director. Refer to Administrative Procedures 720.1: Special Education Transportation, 721.1: School Bus Stops and 721.2: School Bus Trip K-12 Emergency Procedure.

Legal References:

Minnesota Statute, 122A.18, Subd. 8 (Board to Issue Licenses)
Minnesota Statute, 123B.03 (Background Check)
Minnesota Statute, 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)
Minnesota Statute, 123B.88 (Independent School Districts; Transportation)
Minnesota Statute, 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minnesota Statute, 123B.90 (School Bus Safety Training)
Minnesota Statute, 123B.91 (School District Bus Safety Responsibilities)
Minnesota Statute, 144.057 (Background Studies on Licensees and Other Personnel)
Minnesota Statute, 169.01, Subds. 6 and 92 (Definitions)
Minnesota Statute, 169.443 (Safety of School Children; Bus Driver's Duties)
Minnesota Statute, 169.446, Subd. 2 (Driver Training Programs)
Minnesota Statute, 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minnesota Statute, 169.454 (Type III Vehicle Standards)
Minnesota Statute, 169.4582 (Reportable Offense on School Buses)
Minnesota Statute, 169A.25-169A.27 (Driving While Impaired)
Minnesota Statute, 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minnesota Statute, 169A.50-169A.53 (Implied Consent Law)
Minnesota Statute, 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minnesota Statute, 171.168 (Notification of Conviction for Violation by a Commercial Driver)
Minnesota Statute, 171.169 (Notification of Suspension of License of Commercial Driver)
Minnesota Statute, 171.321 (Qualifications of a School Bus Driver)
Minnesota Statute, 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minnesota Statute, 181.951 (Authorized Drug and Alcohol Testing)
Minnesota Statute, Chapter 245C (Human Services Background Studies)
Minnesota Statute, 609.02 (Definitions)
Minnesota Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
34 C.F.R. 383.5 (Transportation Definitions)
49 C.F.R. 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. 383.33 (Notification of Driver's License Suspensions)

Cross References:

Moorhead School Board Policy 413: Employment Background Checks
Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 421: Employee Drug and Alcohol Testing
Moorhead School Board Policy 551: Student Discipline
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 608: Home Schools Students
Moorhead School Board Policy 632: Field Trips



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.113R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent LAK

DATE: April 14, 2010

SUBJECT: Approval of Policy

Attached please find the policy, District Fiscal Management 801.

Suggested Resolution: Move to approve the policy, District Fiscal Management 801, as presented.

LAK ^{mde}
Attachment

District Fiscal Management

Type: School Board Policy
Section: 800 BUSINESS SERVICES
Code: 801
Adopted Date: 8/27/2001
Revised Date(s): 12/12/2005
Reviewed Date(s): 12/12/2005
Attached Files: No Documents Found.

I. PURPOSE

~~In order to establish levels of funding which will provide high quality education for Moorhead Area Public School District learners, the school district will establish policies and procedures that achieve maximum effectiveness, accuracy and provide~~ The purpose of this policy is to provide guidelines that establish effective, accurate and secure fiscal management of school district monies and properties.

II. GENERAL STATEMENT OF POLICY

A. Accounting - In accordance ~~to~~ with Minnesota statute, Moorhead Area Public Schools will comply with the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in guidelines adopted by the Minnesota Department of Education.

B. Fund Transfers - Unless otherwise authorized pursuant to Minnesota Statute 123B.80, as amended or any other law, fund transfers shall be made in compliance to UFARS and permanent fund transfers shall only be made in compliance with Minnesota Statute 123B.79, as amended. Moorhead School Board approval of personnel with fund transfer authorization will be reviewed annually or more often as needed.

C. Budget - The School Board will adopt and revise as needed, with recommendations from the Superintendent and/or ~~his~~ designee, an annual budget based on anticipated revenue and expenditures for the district's fiscal ~~school~~ year (July 1 - June 30).

D. Audit - The School Board will provide for an annual audit of the books and records of the school district to assure compliance of its records with UFARS. The school district shall also provide for publication of the financial information specified in Minnesota Statute 123B.10.

E. Policies and Procedures - The School Board with recommendations from the Superintendent and/or ~~his~~ designee will establish policies and procedures as needed for establishment/and adoption of the district's budget(s), sources of taxable/non-taxable revenue, purchasing and delivery, payroll, payment of vendors and contractors, cash management, investment, and all other areas of fiscal management as needed.

F. Taxation Hearing - The School Board in compliance with Minnesota Statute 275.065 will ~~schedule a Property Tax Hearing following certifying of the initial tax levy, and notices mailed to property owners by the county. A Continuation Hearing must be held if the public needs more time to speak and ask questions about the proposed tax levy for the next year. Meetings must not conflict with city~~

and county hearing dates discuss the levy and budget of the current fiscal year at a regularly scheduled School Board meeting and allow the public to speak. This meeting may not be held before 6:00 p.m.

G. Bond or ~~Tax Levy~~ Operating Referendum - The School Board shall comply with all regulations and time lines established by Minnesota ~~state~~ statute and the Minnesota Department of Education when considering a bond or ~~tax levy~~ operating referendum vote by the public.

Legal References:

Minnesota, Statute, 123B.02 (General Powers of Independent School Districts)
Minnesota, Statute, 123B.09 (Boards of Independent School Districts)
Minnesota, Statute, 123B.10 (Publication of Financial Information)
Minnesota, Statute, 123B.14, Subd. 7 (Clerk Records)
Minnesota, Statute, 123B.75 (Revenue; Reporting)
Minnesota, Statute, 123B.76 (Expenditures; Reporting)
Minnesota, Statute, 123B.77 (Accounting, Budgeting, and Reporting Requirement)
Minnesota, Statute, 123B.78 (Cash Flow, School District Revenues, Borrowing for Current Operating Costs; Capital Expenditure Deficits)
Minnesota, Statute, 123B.79 (Permanent Fund Transfers)
Minnesota, Statute, 123B.80 (Exceptions for Permanent Fund Transfers)
Minnesota, Statute, 275.065 (Proposed Property Taxes; Notice)

Cross References:

Moorhead School Board Policy 212: School Board Public Hearings
Moorhead School Board Policy 810: Establishment, Adoption and Modification of District's Financial Operating Plan



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.114R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent LAK

DATE: April 14, 2010

SUBJECT: 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.

LAK:mde
Attachment

Reimbursement for Travel, Professional Meetings and Conferences

Type: School Board Policy
Section: 800 BUSINESS SERVICES
Code: 824
Adopted Date: 6/24/1986
Revised Date(s): 02/09/2009
Reviewed Date(s): 01/14/1992, 06/23/1997, 07/05/2001, 04/11/2005, 01/14/2008, 02/09/2009

Attached Files:

No Documents Found.

I. PURPOSE

The purpose of this policy is to ~~identify school district business expenses that involve initial payment to an employee or that qualify for reimbursement from the school district and to specify the manner by which the employee seeks reimbursement~~ establish reimbursement guidelines for travel related to professional meetings and conferences.

II. GENERAL STATEMENT

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 (refer to Administrative Procedure 824.1). 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:

Registration materials ~~are to~~ must be submitted to ~~your~~ the requester's supervisor for approval prior to registration. Approved Registration fees are reimbursed in full upon submission of a receipt.

B. Transportation:

School District-Owned Vehicles: School district vehicles or rental vehicles from the district's approved vendor are to be used, ~~when available~~, for trips within distances deemed appropriate by supervisors ~~for school vehicle use~~.

Private Automobiles: When a school district or rental 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~~ the private vehicle reimbursement rate is \$.15/mile or approved rental vehicle is available, the private vehicle reimbursement rate is 50 percent of the IRS approved rate unless allowed by otherwise specified in a separate employee contract.

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

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 the immediate supervisor. Shuttle, limousine or taxi expenses are included as reimbursible expenses as approved. 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.

Refer to Administrative Procedures 722.1 and 722.2.

C. Lodging:

Actual lodging expenses, including applicable taxes, are paid by the school district. Incidental lodging expenses that are not limited to personal telephone calls, in-room movies and laundry are paid by the employee. Attach receipts to the expense report form. Lodging expenses in the Moorhead area are reimbursed only when 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 \$15.00 (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 \$28.00 is available for dinner. Attach receipts to Administrative Procedure 824.21 District #152 Professional Development/Travel Request form. Itemized 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 or designee. Neither alcoholic beverages nor expenditures for personal use are subject to reimbursement.

E. Paid travel time:

Paid travel time for out-of-state conferences/meetings shall be limited to the dates of the conference/meeting plus one day before and one day after the conference/meeting upon supervisor approval.

IV. ADVANCE TRAVEL EXPENSE PAYMENTS

Advance travel expense monies may be obtained upon submission of Administrative Procedure 824.21 District #152 Professional Development/Travel Request form.

V. VOLUNTEER TRAVEL REIMBURSEMENT

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

This policy will be reviewed yearly.

Legal References:

Minnesota Statute, 471.665 (Mileage Allowances)

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

Minn. Op. Atty. Gen. No. 1611b-12 (August 4, 1997) (Transportation Expenses)

Minn. Op. Atty. Gen. No. 161B-12 (January 24, 1989) (Operating Expenses of Car)

Minnesota Statute, 15.435 (Airline Travel Credit)

Cross References:

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

Memo S.10.115R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent LAK

DATE: April 14, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Rental of District Musical Instruments 831.

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

LAK *inde*
Attachment

Rental of District Musical Instruments

Type: School Board Policy
Section: 800 BUSINESS SERVICES
Code: 831
Adopted Date: 7/1/1981
Revised Date(s): 04/10/2006
Reviewed Date(s): 07/01/1988, 07/25/1994, 04/10/1995, 12/13/1999, 05/13/2002, 04/10/2006

Attached Files: No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The Moorhead School Board authorizes an instrument rental fee of ~~\$25-37.50 per instrument~~ each semester for each child playing a school district-owned instrument.

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

1. If a family cannot afford to pay the fee as determined by the building administrator using the Free or Reduced-Price School Meals criteria.
2. In situations where students who provide their own musical instruments are asked to switch to a school district-owned instrument to obtain a balance in instrumentation, no fee will be requested.
3. No student will be denied the right to participate in music because of any or all of the above.

C. Instrument Rental Agreement Form

~~An instrument rental agreement form is included as~~ Please refer to Administrative Procedure 831.1 for the instrument rental agreement form.

Cross Reference:

Moorhead School Board Policy 542: Student Activity Fees



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.116R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent LAK

DATE: April 14, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Visitors to Moorhead Area Public School Buildings and Sites 905.

Suggested Resolution: Move to approve the policy, Visitors to Moorhead Area Public School Buildings and Sites 905, as presented.

LAK:mde
Attachment

Visitors to Moorhead Area Public School Buildings and Sites

Type: School Board Policy
Section: 900 COMMUNITY RELATIONS
Code: 905
Adopted Date: 5/10/1994
Revised Date(s): 12/12/2005
Reviewed Date(s): 05/10/1994, 06/08/1998, 06/10/2002, 12/12/2005
Attached Files: No Documents Found.

I. PURPOSE

The purpose of this policy is to inform the school community and the general public of the position of the Moorhead School Board on visitors to school buildings and other school property.

II. GENERAL STATEMENT ~~OF POLICY~~

A. The School Board encourages interest on the part of parents and community members in school programs and student activities. The School Board welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.

B. The School Board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. REGISTRATION OF VISITORS

In accordance with City Ordinance 4-4-18:

During such time as regularly scheduled classes are in session, no person shall enter or remain in any public elementary or secondary school building within the City of Moorhead without ~~first~~ registering in the main office of said school provided, however, this section shall not apply to members of the School Board of the Moorhead Area Public Schools ~~District~~, faculty and employees of the Moorhead Area Public Schools ~~District~~ and students enrolled in that school.

Reasonable notification of the requirements of this section shall be conspicuously posted at the entrance to every public elementary and secondary school within the City of Moorhead, and no complaint for a violation of this section shall issue unless such notice is given.

IV. VISITOR LIMITATIONS

A. All visitors of school district buildings during the school day shall be requested to wear an appropriate form of identification when on school premises. An individual or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best

interest of students, employees or the school district.

B. An individual or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the building administrator or a person designated by the building administrator in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

V. EMPLOYEE RESPONSIBILITY TO REPORT STRANGERS AND SUSPICIOUS PERSONS

All employees in the school district are to report strangers and suspicious persons observed on school grounds and sites to the building administrator or appropriate supervisor.

Legal References:

Minnesota Statute, 123B.02 (General Powers of Independent School Districts)

Minnesota Statute, 609.605, Subd. 4 (Trespass)

Moorhead City Ordinance 4-4-18 (Registration in Public Schools)



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.117R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent LAK

DATE: April 14, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Rewards 907.

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

LAKmde
Attachment

Rewards

Type: School Board Policy
Section: 900 COMMUNITY RELATIONS
Code: 907
Adopted Date: 4/10/2006
Revised Date(s):
Reviewed Date(s):
Attached Files: No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT ~~OF POLICY~~

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

III. APPROVAL OF OFFERING OF REWARDS

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

IV. ESTABLISHMENT OF PROCEDURES

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

Legal References:


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



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.115 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: April 20, 2010

SUBJECT: Finance Update

At the April 26, 2010 School Board meeting, I plan to provide a brief update on finance issues facing the district as the 2009 Minnesota legislative session continues. As we enter the month of May and as the end of the legislative session draws near, the financial picture for fiscal year 2011 will become clearer. Additionally, the next few weeks may provide a glimpse of what we can expect for the 2012-13 biennium in terms of state funding.

WAK:mde

SMA-BOS
10 May 2010

INDEPENDENT SCHOOL DISTRICT #152

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

May 10, 2010

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 _____
Sonia Mayo Hohnadel _____	Dr. Lynne A. Kovash _____

AGENDA

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Preview of Agenda - Dr. Lynne A. Kovash, Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

We Are Proud of Horizon Middle School students who had outstanding achievement in the 2010 Midwest Academic Talent Search. Forty students at Horizon participated in this year's Midwest Academic Talent Search sponsored by the Center for Talent Development at Northwestern University. Luke Lillehaugen and Connor Neill received top scores on the SAT and Nathaniel Schindler, Zachary Manning, Abby Lundborg and Anna Volk received top scores on the ACT.

Schindler, Manning and Lillehaugen have been invited to the Minnesota Talent Search Recognition Ceremony for students who scored in the top 5 percent of participating students statewide. Schindler has been invited to the Northwestern

SCHOOL BOARD AGENDA - May 10, 2010

PAGE 2

University Recognition Ceremony for students who scored in the top 2 percent of participating students in the eight midwestern states.

The Midwest Talent Search is coordinated at Horizon Middle School by Lois Brown.

We Are Proud of Moorhead students who received individual awards in the Grade 5 Regional Math Masters Tournament held in Moorhead on April 23. Twenty-two teams from the area participated in both individual and team rounds.

Nine Moorhead students earned Individual Awards. They are Kole Nichols, Zaden Larson, Jacob Halvorson, Evan Bloom, Kara Werth, Jessica Heazlett, Graeden Nelson, Noel Kangas and Adam Altendorf. Five Moorhead students earned Facts Drill Awards. They are Hailen Ackerman, Noel Kangas, Sam Hagen, Landon Litch and Adam Altendorf. Their math teachers are Diana Anderson, Cheri Puetz and Kim Nelson. Lois Brown is the Math Masters coordinator.

Math Masters of Minnesota is a statewide competition that challenges students to use higher-order thinking skills and problem-solving abilities in mathematics and recognizes academic effort and achievement.

We Are Proud of the Reinertsen Black team for placing third out of of 22 teams in the Grade 5 Regional Math Masters Tournament held in Moorhead on April 23. Team members are Lauren Cartwright, Jacob Halvorson, Camryn Hodney, Katherine Riendeau and Zaden Larson. Kim Nelson is their teacher.

We Are Proud of the Robert Asp team for placing fourth out of of 22 teams in the Grade 5 Regional Math Masters Tournament held in Moorhead on April 23. Team members are Adam Altendorf, McKinnon Carlson, Jessica Heazlett, Noel Kangas and Kara Werth. Diana Anderson is their teacher.

We Are Proud of the Reinertsen Orange team for placing fifth out of of 22 teams in the Grade 5 Regional Math Masters Tournament held in Moorhead on April 23. Team members are Carissa Amundson, Morgan Hansen, Griffin Krabbenhoft, Kole Nichols and Jordan Odegard. Kim Nelson is their teacher.

We Are Proud of the Hopkins Team 2 for placing sixth out of of 22 teams in the Grade 5 Regional Math Masters Tournament held in Moorhead on April 23. Team members are Evan Bloom, Landon Litch, Graeden Nelson, Greta Seljevold and Sadie Sheppard. Cheri Puetz is their teacher.

SCHOOL BOARD AGENDA - May 10, 2010

PAGE 3

We Are Proud of Ellen Hopkins Elementary students whose art was selected for display in the AEM Capitol Art Exhibit that ran March 7-19 in celebration of Youth Art Month 2010. Briann Martinson created a symmetrical mittens piece with a handmade paper snowball, and Edison Lere drew a polar bear with white crayon resist and a watercolor wash. Their art teacher is Sue Geihl.

We Are Proud of the Robert Asp Elementary Destination ImagiNation team Red River Flood Fighters for placing first at the Moorhead Regional Destination Imagination Tournament held February 27 and qualifying for the state DI tournament on April 17. The students competed in the challenge DIrect DIposit, which asked them to design and build delivery equipment that delivers objects to a target. Team members are Annie Bahe, Ian Bahe, Serina Lund, Joesph Eidsness, Abigail Johnson and Kevin Riley III. Team manager is Summer Riley.

We Are Proud of the Horizon Middle School Destination ImagiNation team Pie Thagoreans for placing first at the Moorhead Regional Destination Imagination Tournament held February 27 and qualifying for the state DI tournament on April 17. The students competed in the challenge DI-Bot, which required the students to learn about robotic technology and the changes it causes. They created an original story that showed how at least one character's life is changed by a team-created robot. The team placed second at the state tournament, qualifying for Global Finals on May 26-30 in Knoxville, Tenn. Team members are Alex Huff, Anthony Johnson, Matthew Harlicker, Mason Pickar and David Thibert. Team manager is Laurie Johnson.

The team will present their DI-Bot performance.

- E. Matters Presented by Citizens/Other Communications (Non-Agenda Items)
(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School Board secretary.)

2. CONSENT AGENDA

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

SCHOOL BOARD AGENDA - May 10, 2010

PAGE 4

- A. SUPERINTENDENT MATTERS - Kovash
 - (1) Approval of April 12 and 24, 2010 Meeting Minutes - Pages 6-16
- B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak
 - (1) Approval of May Claims - Page 17
- C. HUMAN RESOURCES MATTERS - Nielsen
 - (1) Approval of Holiday Date Changes - Pages 18
 - (2) Approval of Family/Medical Leaves - Page 19
 - (3) Approval of Early Retirement (Revised) - Page 20
 - (4) Approval of Resignations - Page 21
 - (5) Approval of Termination - Page 22
 - (6) Approval of New Employees - Page 23
- D. LEARNER SUPPORT SERVICES MATTERS - Skarvold

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

Moved by _____ Seconded by _____
Comments _____

- 3. **NO CHILD LEFT BEHIND (NCLB) AND CORRECTIVE ACTION:** Kovash
Pages 24-29
- 4. **COMMITTEE REPORTS**
- 5. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**
- 6. **ADJOURNMENT**

SCHOOL BOARD AGENDA - May 10, 2010**PAGE 5**CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Hopkins PTAC	May 11	6:30 pm	Media Center
Instr and Curr Adv Com	May 13	7 am	PCE
Academics Awards Ceremony	May 13	7 pm	Auditorium
Policy Review Committee	May 17	7 pm	PCE
Interagency Early Interv Com	May 19	12 pm	FSC
School Bd Retirement Reception	May 24	5:30 pm	PCE
School Board	May 24	7 pm	PCE
Technology Committee	May 25	3:45 pm	PCE
Title I Parent Adv Com	May 25	5:30 pm	PCE
Last Day for K-12 Students	June 3		
Last Day for K12 Staff/Prof	June 4		
Dev (a.m.)/Teacher Work			
Day (p.m.)			
Graduation	June 6	2 pm	Concordia
School Board	June 14	7 pm	PCE
Com Ed Adv Council	June 15	6:30 pm	PCE
School Board	June 28	7 pm	PCE

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
APRIL 12, 2010
PAGE 1**

MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Sonia Mayo Hohnadel, Mike Siggerud, and Bill Tomhave.

MEMBERS ABSENT: Kristine Thompson and Dr. Lynne A. Kovash.

CALL TO ORDER: Vice Chair Erickson called the meeting to order at 7:00 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Assistant Superintendent Kazmierczak recommended the agenda proceed with revisions to pages 5, 25, 29 and 30.

APPROVAL OF AGENDA: Hohnadel, seconded by Tomhave, to approve the agenda with amendments. Motion carried 6-0.

WE ARE PROUD:

We Are Proud of Horizon Middle School students who were selected for this year's Grades 7-8 Girls Anacrusis All State Honor Choir. They are Ashlea Brenna, Rachel Rosson and Maddison Timm. The students auditioned and 100 were selected out of 300 students from around the state. The Anacrusis choirs, which are sponsored by the Minnesota chapter of the American Choral Directors' Association, rehearsed and performed in Mahtomedi, Minn., on Nov. 21. Terrie Lura is the choir teacher at Horizon Middle School.

We Are Proud of Horizon Middle School students who received individual awards in the Grade 6 Regional Math Masters Tournament held in Moorhead on March 12. Fourteen teams from the area participated in both individual and team rounds. The top eight students in each category received medallions.

Facts Drill awards went to: 1st Place--Isaac Judisch, 3rd Place--Garrett Brooks and 6th Place--Nicole Kurtti.

Individual Round awards went to: 2nd Place--Tyler Walton, 3rd Place--Elly Schaefer, 4th Place--Diana Nguyen, 5th Place--Stefan Duginski, 7th Place--Seamus Neill, and 8th Place--Griffin Swenson.

Their math teachers are Barb Stack, Cheryl Keenan and Sharon Nelson. Lois Brown is the Math Masters coordinator.

Math Masters of Minnesota is a statewide competition that challenges students to use higher-order thinking skills and problem-solving abilities in mathematics and recognizes academic effort and achievement.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
APRIL 12, 2010
PAGE 2**

We Are Proud of the Horizon Middle School House 6C team for placing first in the sixth-grade Regional Math Masters Tournament held March 12 at Horizon. Team members are Hayden Emery, Isaac Judisch, Kara Lee, Elly Schaefer and Tyler Walton. Their math teacher is Barb Stack.

We Are Proud of the Horizon Middle School House 6B team for placing second in the sixth-grade Regional Math Masters Tournament held March 12 at Horizon. Team members are Stefan Duginski, Anthony Johnson, Maren Krugler, Diana Nguyen and Griffin Swenson. Their math teacher is Cheryl Keenan.

We Are Proud of the Horizon Middle School combined team for placing third in the sixth-grade Regional Math Masters Tournament held March 12 at Horizon. Team members are Hannah Boberg, Britta Hanson, Megan MacFarlane and Grady Ryan. Their math teachers are Barb Stack, Cheryl Keenan and Sharon Nelson.

We Are Proud of members of the Moorhead High boys swimming and diving team for advancing to the state meet. Athletes who placed at the state tournament are: David Flickinger, 5th place in 100 yard butterfly, 7th place in 200 yard freestyle; Michael Golling, 3rd place in 1 meter diving; Logan Arnold, Chris Fierstine, Patrick Foley and David Flickinger, 15th place in 200 freestyle relay and 12th place in 400 freestyle relay. Moorhead finished 12th as a team. The head coach is Jeff Schneider, and assistant coaches are John Schmidt and Lars Seljevold.

We Are Proud of the nineteen Horizon Middle School students who were selected to advance to the Minnesota State History Day Competition at the University of Minnesota on May 1. Students competed in the Regional History Day competition at MSUM on April 23. The 2010 History Day Theme is "Innovation in History: Impact and Change."

Regional finalists are Grant Olson, Individual Documentary; Zachary Manning, Individual Documentary; Vianna Berhow, Individual Exhibit; Jacob Broten, Individual Exhibit; Ben Stein and Forrest Leitch, Group Documentary; Jon Theige, Trey Greene and Justin Keller, Group Documentary; Andrew Smith and Zachery Cardenas, Group Exhibit; Ellen McManamon and Tayler Krabbenhoft, Group Exhibit; Hannah Emery and Rachel Schaefer, Group Exhibit; and Emily Mulvaney, Laurel Mikkelson and Kendall Johnson, Group Performance. The Web site created by Elisabet Samonides-Hamrick was selected during a state-wide judging process to advance to Minnesota State History Day.

History Day teachers are Marsha Johansen, Janelle Frost-Geiser, Karen Taylor and Lois Brown.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
APRIL 12, 2010
PAGE 3**

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

Minutes - Approve the March 1, 2010 Special Meeting Minutes and March 8 and 22, 2010 regular meeting minutes as presented.

Claims - Approve the April Claims, subject to audit, in the amount of \$900,933.94.

General Fund:	\$760,072.81
Food Fund:	\$128,688.65
Community Service Fund:	\$12,172.48
TOTAL	\$900,933.94

Donations - Accept the donation of three children's books valued at \$55 from Bert Chamberlain and direct administration to send a thank you.

Lakes Country Perkins Consortium Funding - Accept \$5,263.31 from the Lakes Country Perkins Consortium for Family and Consumer Science instructional materials.

Luther College Field Experience Contractual Agreement - Approve the Luther College agreement for the academic year of 2010-2011.

Family/Medical Leaves

Lindsay Buchholz - Spanish Immersion Teacher, Ellen Hopkins Elementary, effective approximately September 7, 2010 for approximately six weeks.

Resignations

Lisa Staiger - Teacher on Extended Leave of Absence, effective at the end of the 2009-2010 school year.

Melissa Quaife - Lunchroom Supervisor, Robert Asp Elementary, effective April 2, 2010.

Kim Melton - Paraprofessional, Moorhead High School, effective April 1, 2010.

Linda Purmont - Food and Nutrition Server, Moorhead High School, effective April 12, 2010.

Change in Contracts

Charles Fisher - Social Science Teacher, Moorhead High School to Secondary Literacy Coach 6-12, District wide, effective with the 2010-2011 school year.

Kathi Salvevold - Business Teacher, Moorhead High School 1.00 FTE is changed to .25 FTE Technology Integrationist, and .75 Business Teacher, effective with the 2010-2011 school year.

New Employees

Jessica Parmenter-Brasel - Lunchroom Supervisor/Crossing Guard, Robert Asp Elementary 2.5 hours per day for Lunchroom Supervisor and 3 hours per day for Crossing Guard, \$9.00 per

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hour, effective April 5, 2010 (replaces Melissa Quaife).
Robbyn Quandt - Bus Driver, 5 hours per day, effective October 19, 2009 (replaces Paul Kelly).
Doreen Klindt - Bus Assistant, 2.5-3 hours per day, effective October 19, 2009 (replaces Judy Teiken).

Sabbatical Leave - Approve the Sabbatical Leave for Matthew Naugle as presented.

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.)

Supplemental Educational Services (SES) - Robin Grooters, Learner Support Services Facilitator, provided information regarding Supplemental Educational Services (SES).

Supplemental Educational Services (SES) are additional academic instruction designed to increase the academic achievement of students in Title I schools in the second year of improvement, corrective action or restructuring. These services, which are in addition to instruction provided during the school day, may include academic assistance such as tutoring, remediation and other supplemental academic enrichment services that are consistent with the content and instruction used by the school district and are aligned with Minnesota's academic content and achievement standards. SES must be high quality, research based specifically designed to increase student academic achievement, and must be certified by the Minnesota Department of Education.

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

Hohnadel moved, seconded by Tomhave, to approve the following resolution:

WHEREAS, the following teachers are probationary teachers in Independent School District No. 152:

<u>Termination and Non-Renewal of Contracts</u>	<u>License Area</u>	<u>FTE</u>
Todd Holland	English	1.0
Sankream Prak	Science	.666
Sara Solhjem	Math	1.0
Aura Lee Mohror	ELL	.286
Katie Oster	Special Education	1.0
Elizabeth Luhman	ELL	.5

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BE IT RESOLVED by the School Board of Independent School District No. 152, that pursuant to Minnesota Statute 122A.40, Subd. 5, the teaching contracts of the above named probationary teachers in Independent School District No. 152, are hereby terminated at the close of the 2009-2010 school year.

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

Motion carried 6-0.

FIRST READING OF POLICIES: The School Board conducted a first reading of the following policies: Tuition Fees 512, Student Activities 540, Home Schooled Students 608, Student Transportation Safety 721, District Fiscal Management 801, Reimbursement for Travel, Professional Meetings and Conferences 824, Rental of District Musical Instruments 831, Visitors to Moorhead Area Public School Buildings and Sites 905, and Rewards 907.

ON-TIME GRADUATION JOINT RESOLUTION: Fagerlie moved, seconded by Dulski, to approve the resolution as presented. Fagerlie and Dulski withdrew the motion. Fagerlie offered the amendment, Tomhave seconded, to delete the "s" in "districts" in the third paragraph from the bottom; add the words "representatives of" before "the community at large" in the same paragraph and replace the word "will" with "may" before "include strategies to increase" in the last paragraph. Motion carried 6-0. Fagerlie moved, seconded by Dulski, to approve the following resolution with amendments:

Fargo, Moorhead and West Fargo School Board Joint Resolution

WHEREAS, the school districts of Fargo, Moorhead and West Fargo have joined together with the United Way to consider on-time graduation in the communities; and

WHEREAS, every student should be afforded every reasonable opportunity to graduate from high school being adequately prepared for future success; and

WHEREAS, research indicates that an investment in a high quality preschool experience for at-risk children prepares them to be successful in school; and

WHEREAS, effort to support high school graduation cannot be focused on children and youth only, but must be the result of sustained investment from youth, families and communities to address the social, economic, cultural and institutional influences on students' abilities, attitudes, behaviors and knowledge; and

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WHEREAS, efforts to significantly improve on-time high school graduation rates must include both short and long term efforts.

NOW THEREFORE, BE IT RESOLVED by the Moorhead School Board that the school district and representatives of the community at large will establish goals to increase on-time graduation; and

BE IT FURTHER RESOLVED that a plan will be developed with community support and presented to the school boards by December 2010; and

BE IT FURTHER RESOLVED that the plan may include strategies to increase preschool opportunities in the community, increase mentorship opportunities, and increase opportunities for family engagement.

Motion carried 6-0.

COMMITTEE REPORTS: Brief reports were heard regarding the Health/Safety/Wellness Committee, Indian Education Parent Committee, Instruction and Curriculum Advisory Committee, Special Education Parent Advisory Committee, Joint Powers Committee, Reinertsen PTAC, and Activities Council. Siggerud noted Post-Prom will be held at Horizon Middle School. Hohnadel noted she had attended a Youth and Philanthropy meeting and Pow Wow. Tomhave noted he had attended the 2010 Joint Legislative Conference held on March 25 in St. Paul.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Kazmierczak commented on census t-shirts that were distributed to board members and noted yard signs were also available to assist with census efforts. Kazmierczak attended the April 8 press conference where Governor Pawlenty visited Moorhead to discuss education reforms.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 9:03 p.m.

Cindy Fagerlie, Clerk

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MEMBERS PRESENT: Karin Dulski, Lisa Erickson, Cindy Fagerlie, Sonia Mayo Hohnadel, Mike Siggerud, Kristine Thompson, and Bill Tomhave.

MEMBERS ABSENT: Dr. Lynne A. Kovash.

CALL TO ORDER: Chair Thompson called the meeting to order at 7:00 p.m. and led everyone in attendance with the Pledge of Allegiance.

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

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

WE ARE PROUD:

We Are Proud Alison Bruggeman and Ryan Sederquist, the 2010 Triple "A" Award honorees from Moorhead High School. Each year the Minnesota State High School League honors senior students who excel in the areas of academics, athletics and the arts.

On Jan. 27, Sederquist was selected to represent Region 8 at the state competition. Bruggeman finished among the top three. Sederquist, Bruggeman and the other Triple "A" candidates representing Region 8 schools were recognized March 7 in Brainerd.

We Are Proud of the Horizon Middle School students who placed in the state Science Olympiad competition held March 6 in St. Paul. Zachary Manning placed first in Solar System, Garret Mitchell and Taj Puetz placed fourth in Write It Do It, and Raehs Puetz and Zachary Manning placed ninth in Dynamic Planet. Christine Berg coaches Horizon's Science Olympiad team.

We Are Proud of the Horizon Middle School Mathcounts team for placing first in the regional tournament held Feb. 10 at MSUM and advancing to the state tournament in Plymouth, Minn., on March 12-13. Team members are Luke Lillehaugen, Taj Puetz, Andrew Ellingson and Josh Young. At the regional tournament, Lillehaugen was the individual champion and the countdown champion. Rick Eidsness is the Mathcounts coach.

We Are Proud of Horizon Middle School students Logan Ackerman, Bjorn Hagen, Anna Volk and Taj Puetz who were selected for membership in the Minnesota Band Director's Association Middle Level Honor Band for the 2009-2010 school year. They are four of 82 students selected from 321 who auditioned for a position in this group. They are students of Horizon band teacher Denise Pesola.

The students participating work with some of the finest music educators in the state as their section coaches and were conducted by Dr. Donald Krubsack, band director at Orono High School. The honor band performed Sunday, April 18 at Marshall High School.

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We Are Proud of Moorhead High School student Hanna Bauer who was selected for membership in the Minnesota Band Director's Association 9th and 10th Grade State Honor Band for the 2009-2010 school year. Bauer was one of 79 students selected from 197 who auditioned for a position in this ensemble. She is a student of Moorhead High band teacher Doug Engstrom.

The students participating work with some of the finest music educators in the state as their section coaches and were conducted by Dr. Scott Jones, band director at Concordia College, Moorhead. The honor band performed Sunday, April 18 at Marshall High School.

We Are Proud of Moorhead High School football player Mark Wychor. He has been selected as a member of the West team for the Shrine Bowl football game to be played in the Fargodome on July 10, 2010.

We Are Proud of Moorhead High School students Chase Morlock, Ben Gaughan and Mark Wychor who advanced to the state wrestling tournament. Wychor placed fourth in his weight division. The Moorhead wrestling team was recognized by the Minnesota Wrestling Coaches Association as an All-State Academic Team - Gold Level, and Wychor was named to the 2010 MWCA All-State Academic Team. Wrestling coaches are Joe Gaughan, Andrew Gaughan and Troy MacFarland.

We Are Proud of wrestling coach Joe Gaughan for being honored as the 2010 Section 8AAA Wrestling Coach of the Year.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: Laurie Johnson, 7120 35th Street North, reported the Horizon Middle School Destination Imagination team placed second in the state tournament qualifying for Global Finals May 26-29 in Knoxville, Tenn. Several fundraisers are planned to support the team's trip to Global Finals. Team members will present their skit at the May 10 board meeting.

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

Carl D. Perkins Grant Application Statement of Assurances and Certifications for 2010-2011 School Year Renewal - Approve the Carl D. Perkins Career and Technical Education Act of 2006 Statement of Assurances and Certifications for 2010-2011.

2010 Summer Migrant Education Program Grant - Approve the 2010 Summer Migrant Education Program Grant in the amount of \$28,434 as presented.

Education Minnesota Foundation Grant - Approve the Education Minnesota Foundation Grant in the amount of \$2,876 as presented.

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Farm to School Pilot Project - Approve the Farm to School (F2S) Pilot Project in the amount of \$15,000 as presented.

Change in Contracts

Jennifer Stumphf - 4th Grade teacher at S.G. Reinertsen Elementary, 1.00 FTE to 5th Grade Teacher at Robert Asp Elementary 1.00 FTE, effective with the 2010-2011 school year.
Shannon Rieder - Literacy Coach/Literacy Teacher, S. G. Reinertsen Elementary to 4th Grade teacher at S.G. Reinertsen Elementary.

Resignation

Elizabeth Luhman - Title 1 Teacher .50 FTE, Ellen Hopkins Elementary, effective at the end of the 2009-2010 school year.

Early Retirement

Penny Gunderson - Paraprofessional, Robert Asp Elementary, effective at the end of the 2009-2010 school year.

Teacher Recall

Pamela Redlinger - Instrumental Music Teacher .667 FTE at High School and .33 FTE at Horizon Middle School, MA (5) \$44,322.00, effective beginning with the 2010-2011 school year (replaces Doug Engstrom).

New Employees

Lana Suomala - Spanish Teacher, 1.00 FTE, BA (6) \$9,192.92 for 44 days, effective April 5, 2010 (replaces Jean Moe).
Miranda Wells - Food and Nutrition Server, Ellen Hopkins Elementary, 2.75 hours per day, \$9.00 per hour, effective April 19, 2010 (replaces Virginia Almaraz).
Elizabeth Luhman - 1st Grade Teacher, Robert Asp Elementary, 1.00 FTE, BA+20 (1) \$35,839.00, effective August 31, 2010.

Donation - Accept the donation of a Zippie 1 arm-driven wheelchair valued at \$1,400 from Lindsey Scholar and direct administration to send a thank you card.

Motion carried 7-0.

LAKES COUNTRY SERVICE COOPERATIVE (LCSC) PRESENTATION: Jeremy Kovash, LCSC Executive Director, presented an update related to existing and new programs and services at LCSC. In addition, he discussed the relationship between LCSC and the Moorhead Area Public Schools and answered questions regarding services they provide.

MAJOR MAGNITUDE FIELD TRIP REPORT - MHS WORLD LANGUAGE STUDENTS' TRIP TO COSTA RICA: Spanish teachers Brittney Rehm and Lana Suomala and

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students Samuel Bono and Michelle Osten presented information related to their trip to Costa Rica in March.

APPROVAL OF POLICY: Dulski moved, seconded by Siggerud, to approve the policy, Tuition Fees 512, as presented. Motion carried 7-0.

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

APPROVAL OF POLICY: Tomhave moved, seconded by Hohnadel, to approve the policy, Home School Students 608, as presented. Motion carried 7-0.

APPROVAL OF POLICY: Tomhave moved, seconded by Erickson, to approve the policy, Student Transportation Safety 721, as presented. Motion carried 7-0.

APPROVAL OF POLICY: Siggerud moved, seconded by Fagerlie, to approve the policy, District Fiscal Management 801, as presented. Motion carried 7-0.

APPROVAL OF POLICY: Hohnadel moved, seconded by Fagerlie, to approve the policy, Reimbursement for Travel, Professional Meetings and Conferences 824, as presented. Motion carried 7-0.

APPROVAL OF POLICY: Fagerlie moved, seconded by Dulski, to approve the policy, Rental of District Musical Instruments 831, as presented. Motion carried 7-0.

APPROVAL OF POLICY: Dulski moved, seconded by Hohnadel, to approve the policy, Visitors to Moorhead Area Public School Buildings and Sites 905, as presented. Motion carried 7-0.

APPROVAL OF POLICY: Hohnadel moved, seconded by Tomhave, to approve the policy, Rewards 907, as presented. Motion carried 7-0.

FINANCE UPDATE: Kazmierczak provided a brief update on finance issues facing the district as the 2009 Minnesota legislative session continues. Primary adjustments were made to the fiscal year 2010 revised budget due to OPEB revenue; American Recovery and Reinvestment Act (ARRA) funds; and adjustments for actual staffing levels, contract settlement costs and future contract settlement assumptions. Fiscal year 2011 preliminary budget considerations include the following recommendations from the Executive Finance Committee and Citizen Finance Committee: explore potential November 2, 2010 operating levy referendum that would impact fiscal year 2012, continue budget development, and approve the Annual Operating Plan at the June 28 board meeting. The Executive Finance Committee has determined for fiscal year

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2011 to assume a reduction in revenue based on MSBA, MREA and legislative contacts. The committee decided on a reduction of 2% on the formula, or about \$617,000, for the projected budget. The committee recommends that the district dip into its reserve if necessary for the 2010-11 school year to avoid further staff reductions. The districts outlook for fiscal year 2011 has changed because of major cost containment efforts leading into FY09 and specifically FY10, ARRA funds, and the contract settlement (assumed settlements). Fiscal year 2012 and fiscal year 2013 early projections show a deficit of approximately \$1.6 million for FY12 and \$2.8 million for FY13. This assumes no new revenue and that ARRA funds are not part of the equation. The next revision will come in June when the fiscal year 2011 preliminary budget is adopted.

COMMITTEE REPORTS: Brief reports were heard regarding the Hopkins PTAC and Community Education Appreciation event. Thompson stated she participated on April 15 in a MSBA Webinar titled "Getting on the Same Page with Superintendent Evaluations" and also attended a district Q Comp meeting with teachers and administrators.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Thompson noted the School Board Retirement Reception is scheduled for May 24, 2010 at 5:30 p.m. in the PCE Board Room and also the Education Moorhead Recognition Banquet is scheduled for May 6 at 6 p.m. at the Courtyard by Marriott.

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

Cindy Fagerlie, Clerk



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.117 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent *W.A.K.*

DATE: May 6, 2010

SUBJECT: May Claims

The May claims are as follows:

General Fund	\$952,557.18
Food Fund	\$135,184.56
Community Service Fund	\$19,727.54
TOTAL	\$1,107,469.28

Suggested Resolution: Move to approve the May claims, subject to audit, in the amount of \$1,107,469.28.

WAK:mde



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.110

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nelson, Director of Human Resources
DATE: May 4, 2010
RE: Holiday Date Changes

Normally, when a holiday falls on a Saturday or Sunday the previous Friday or following Monday is named as the holiday. This coming year Independence Day falls on Sunday and the Christmas Day and New Years Day holidays fall on a Saturday. Moving the Christmas Day and New Year's Day holidays to Friday will move the Christmas Eve and New Year's Eve holiday back one day to Thursday as well. The winter break is scheduled to end January 3, 2011 so that day is unavailable. With this in mind, the following recommendation is made:

Independence Day holiday which falls on a Sunday, for 2010 be moved to Monday, July 5, 2010.

Christmas Eve Day holiday moved to Thursday, December 23, 2010

Christmas Day holiday, which falls on Saturday, be moved to Friday, December 24, 2010.

New Years Day holiday, which falls on a Saturday, be moved to Friday, December 31, 2010.

New Years Eve holiday be moved to Thursday, December 30, 2010.

SUGGESTED RESOLUTION: Move to adjust the Independence Day, Christmas Eve day, Christmas Day, New Years Eve day and New Years Day holidays as proposed.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.107

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nelson, Director of Human Resources
DATE: May 3, 2010
RE: Family/Medical Leave

The administration request Family/Medical Leave for the following people:

Jennifer Sitter Early Childhood Special Education Teacher, EIS, effective approximately September 11, 2010 for approximately eight weeks.
Becky Peterson Paraprofessional, High School, effective April 21, 2010 for three weeks.
Megan Ramsey Homeless Liaison, effective April 1, 2010 until June 5, 2010.

SUGGESTED RESOLUTION: Move to approve the request for Family/Medical Leave for Jennifer Sitter pursuant to Article 39, Section 1 of the Teachers' Master Agreement and Article VIII, Section 3 of the Paraprofessional Master Agreement and Article IV, Section 3 of the Non-Aligned Master Agreement.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.109

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: May 3, 2010
RE: Early Retirement (Revised)

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

Colleen Tupper Principal on Leave of Absence, effective October 4, 2010 instead of November 7, 2010 as earlier stated at February 22, 2010 board meeting.

SUGGESTED RESOLUTION: Move to approve the revision of retirement date for Colleen Tupper as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.108

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: May 3, 2010
RE: Resignation

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

Daniel Wittnebel	Bus Driver, Transportation, effective May 7, 2010.
Hannah Hellevang	Bus Assistant, Transportation, effective May 3, 2010.
Brittney Rehm	Spanish Teacher, High School, effective at the end of the 2009-2010 school year.
Mary Rundquist	Paraprofessional, EIS, effective May 28, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Daniel Wittnebel, Hannah Hellevang, Brittney Rehm and Mary Rundquist as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.106

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen, Director of Human Resources
DATE: May 3, 2010
RE: Termination

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

Barbara Bustamante Breakfast/Lunch Supervisor, S. G. Reinertsen Elementary, effective April 30, 2010.

SUGGESTED RESOLUTION: Move to approve the termination of Barbara Bustamante as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.105

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nitsch, Director of Human Resources
DATE: May 3, 2010
RE: New Employees

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

Angela Doll	Program Manager Learner Support Services, District Wide, C52 (7) \$73,861.00, effective July 1, 2010. (Replaces Sarah King)
Callie Urness	Occupational Therapist, High School, MA (0) \$5,228.86, effective April 29, 2010. (Replaces Amy Winjum)
Mariah Meyer	Food and Nutrition Server, High School, 2.75 hours per day, \$9.00 per hour, effective May 3, 2010. (Replaces Linda Purmort)

SUGGESTED RESOLUTION: Move to approve the employment of Angela Doll, Callie Urness and Mariah Meyer as presented.



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.121R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: May 4, 2010

SUBJECT: No Child Left Behind (NCLB) and Corrective Action

Attached please find information that will be presented at the May 10 board meeting regarding NCLB and Corrective Action. Corrective Action is the next step for NCLB. As a part of the timeline set by the Minnesota Department of Education, school boards must be informed of the possibility of the Corrective Action phase as it relates to No Child Left Behind.

LAK:mde
Attachment

**NO CHILD LEFT BEHIND
NEXT PHASE**

**CORRECTIVE ACTION
2010-2011**

- ➔
- Miss AYP
 - Miss AYP School Improvement Yr 1 (choice)
 - Miss AYP School Improvement Yr 2 (S.E.S.)
 - Miss AYP **Corrective Action 2010-2011**
 - Miss AYP Restructure (planning year)
 - Miss AYP Restructure (implement plan)

Corrective Action 2010-2011

Corrective Action is designated after not meeting AYP for 4 consecutive years.

Taking Corrective Action is designed to increase substantially the likelihood that all students enrolled in the school will meet or exceed the state's proficiency levels of academic achievement in reading and mathematics.

If a school fails to make AYP by the end of the second full school year after identification (4 years total), the district must—

- Notify parents of the school's status
- Continue to make public school choice available
- Continue to make supplemental services available
- Continue technical assistance
- Identify the school for corrective action and take at least one of the following actions based on 6 options

Possible Corrective Actions

6 Options

Option #1: Replace school staff deemed relevant to not making AYP.

The district determines "school staff that are relevant to the failure of the school to make AYP".

Corrective Action shall not alter or affect the rights, remedies, and procedures afforded to employees under Federal, State or local laws (including collective bargaining agreements).

Transfers and reassignments of staff shall be in accord with all existing contractual provisions and policies.

The mere fact that an employee has been working in a school identified for corrective action is not in and of itself sufficient cause for dismissal or denial of consideration for tenure.

If this option is exercised, the district must be able to justify which staff were transferred, the means used to identify such staff, and the rationale used in selecting replacements.

Option #2: Adopt a new curriculum with strategic professional development plan to support. What does it look like?

Inclusive of scientifically researched best practices

Substantially different from what has been used before

Better matched to student need

Closely aligned to MN Learning Standards

Supported by scientifically-based professional development

Must include a local assessment system aligned with the Minnesota Learning Standards that is clearly designed to monitor progress and provide continuous improvement data for instructional decision-making

Must be able to produce 'before and after' documentation that clearly shows that the new curriculum in mathematics and/or reading differs substantially from the old in both content and delivery and is more likely than the old curriculum to result in student success within all subgroups in the school

Option #3: Decrease management authority.

This option is intended to reduce a school's autonomy in several key areas and transfer decision-making authority to the central office (possibly an over-site panel)

The district must document to MDE that this autonomy has been substantially reduced or eliminated in one or more of the following areas and transferred to another entity:

The authority of the school or principal to hire or assign teaching staff

The authority of the school or principal to obligate or expend funds

The authority of the school staff or principal to determine the curriculum, teaching practices, and curricular materials and assessments

The authority of the school or principal to internally regulate its operations, such as assigning or grouping students

**Option #4: Hire an outside expert to revise/
strengthen improvement plan and address
specified underlying issues.**

Should be chosen only after the school's efforts to diagnose and remedy the cause(s) of the school's inadequate progress have not succeed.

The recommendations of the outside expert(s) are not to be regarded as 'suggestions'

The recommendations must be implemented unless it can be demonstrated that they are contrary to what is indicated by the available data or scientifically-based research

Control is transferred outside of the school

Rejection of an outside expert's recommendations solely on the basis of finances is not acceptable

An outside expert may be...

A retired school administrator

A practicing administrator from another district

A college or university professor within an appropriate discipline

A current or retired staff member from an educational service agency

A consultant with an appropriate professional institution or organization

Other individuals with commensurate, documentable expertise and experience

**Option #5: Extend the length of the school day/school
year.**

If state or federal funding is available to support a longer school year

District must be able to show that the proposed extension is of sufficient length to clearly afford all students in the school identified for Corrective Action a substantial extended learning opportunity in terms of:

Additional, expanded or enriched curricular content or clearly enriched and deepened curricular content
Additional opportunity to demonstrate mastery of curricular content through standard and alternative assessments

A minimum of the time represented by the addition of ten regular teaching days of the current length is suggested

The time extension must include all students

A summer or inter-session program would not qualify as an extension of the school year unless attendance is mandatory for all students who were enrolled at the end of the regular school year

**Option #6: Restructure the internal
organization of the school.**

Must be able to demonstrate and document that a substantial reorganization of the school has taken place

Must be able to demonstrate and document that the proposed internal reorganization responds to data-based student needs

Must be able to demonstrate and document that there is a high probability that the proposed internal reorganization will result in higher levels of student achievement

Examples of a substantial reorganization

Organizing a large school into district areas or centers with differentiated curricula or thematic orientations, or establishing schools within an existing school

Adopting some form of block scheduling and formalized team teaching

Adopting a new internal administrative structure where administrative and supervisory responsibilities are shared among properly qualified staff

Altering the opening and closing hours of the school to allow students to attend classes in the early morning, late afternoon, and evening

Reducing the school week in conjunction with perhaps extending the school day or year

Adopting a partial or full implementation of the "school without walls" concept

Converting a substantial part of the school's entire curriculum to e-learning accessible to students at their homes or at the school

NEXT STEPS

ROBERT ASP ELEMENTARY AND ELLEN
HOPKINS TASK FORCE MEMBERS
MEETING TO DEVELOP PLAN.

TECHNICAL ASSISTANCE PROVIDED BY
LAKES COUNTRY SERVICE COOPERATIVE

DETERMINE WHICH OF THE
6 OPTIONS
EACH SCHOOL WILL USE

5/6/10

Timeline

- March-June
 - Build plan for implementation
 - Inform School Board of process and preliminary selection of Corrective Action
- July 1
 - Review preliminary AYP data to determine state of AYP
- July -August
 - Begin detailed revision of improvement plan if moving into AYP state of Corrective Action
 - Finalize professional development plan to support Corrective Action
- August 10 – AYP Results
- September 7 - Begin implementing Corrective Action

Questions

2-1 May 2010
S-M9-BOS

INDEPENDENT SCHOOL DISTRICT #152

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

May 24, 2010

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 _____
Sonia Mayo Hohnadel _____	Dr. Lynne A. Kovash _____

AGENDA

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Preview of Agenda - Dr. Lynne A. Kovash, Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

We Are Proud of We Are Proud of the Moorhead High Speech Team for claiming the section championship for the 16th consecutive year. The Moorhead High Speech Team earned a team record of nine medals at the state speech tournament on April 23. Of the 105 Class AA schools that participated in speech this year, Moorhead speakers ranked fourth at state in team medals. The following speakers earned medals: Matthias Valan, third in Informative Speaking; Clay Schwartzwalter, third in Great Speeches; Chino Farok, third in Prose; Lindsey Anderson, fourth in Extemporaneous Reading; Tom Wixo, fifth in Prose; Kelsey Schroeder, fifth in Humorous Interpretation; Jon-Erik Nelson, sixth in Discussion; Mark Hanna, sixth in Prose, and Nick Wheeler, sixth in Drama. The team is coached by Rebecca Meyer-Larson.

SCHOOL BOARD AGENDA - May 24, 2010

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We Are Proud of the seven Moorhead High School speech team members who have qualified for the National Forensics League Speech Tournament in Kansas City, Mo., in June. The following students won the opportunity to represent the best of Minnesota speech at the national meet: Kelsey Schroeder, Humorous Interpretation; Mark Hanna and Nick Wheeler, Dramatic Interpretation; Peter Totten and Layne Meyer, Dramatic Duo; Seiko Shastri, Extemporaneous Speaking; and Leewana Thomas, Original Oratory. The National Forensics League also recognized the Moorhead High Speech Team for excellence in speech with the Leading Chapter Award. The team is coached by Rebecca Meyer-Larson.

We Are Proud of Moorhead High's fall musical, "Peter Pan," for being recognized with SpotLight Musical Theatre Awards by Hennepin Theatre Trust. The production of "Peter Pan" has been recognized for overall outstanding production, outstanding accomplishment by chorus, outstanding accomplishment by orchestra and outstanding accomplishment in dance. Mark Hanna, who played Peter Pan, and Kelsey Schroeder, who played Wendy, both received outstanding performance in a leading role. Trevor Larson, who played Smee, and Audrey Heilman, who played Tinkerbelle, both received outstanding performance in a supporting role. Rebecca Meyer-Larson directed "Peter Pan." The students will be performing at the SpotLight Awards on June 14.

We Are Proud of Moorhead High School English teacher and speech coach Rebecca Meyer-Larson for earning a third diamond in her National Forensic League pin. She will be recognized at the NFL National Tournament in June. Meyer-Larson has attained 6,148 points. Coaches receive 1/10th of their students' points. Under Meyer-Larson's instruction, students earned 61,480 credit points. On attaining 1,500 points, coaches are entitled to wear a diamond-set NFL key or pin. Additional diamonds accrue at 3,000, 6,000, 10,000 and each 3,000 points thereafter.

We Are Proud of Moorhead High School student Kelsey Schroeder, who is one of six top Minnesota theatre students from Hennepin Theatre Trust's SpotLight Musical Theatre Program. She has been selected by audition to proceed to the final round for the chance to compete in the June 28 National High School Musical Theatre Awards at Broadway's Marquis Theatre. The two student winners will be chosen after continued evaluation by the panel of judges and announced at the SpotLight Musical Theatre Awards on June 14 at the Orpheum Theatre in Minneapolis. Schroeder is a student of Rebecca Meyer-Larson.

We Are Proud of Moorhead High School student Samantha Hamilton who was selected by audition for the 2009-10 Minnesota All-State Orchestra. The All-State Orchestra performed in February at Orchestra Hall in Minneapolis. Hamilton is a student of Jonathon Larson.

We Are Proud of Moorhead High School student Miki Stephenson who was selected to play in the 2010 Minnesota Girls High School All-Star Basketball Series

SCHOOL BOARD AGENDA - May 24, 2010

PAGE 3

at Macalester College on April 16-17. Being selected means that Stephenson is one of the top 10 Class AAAA seniors in the state. Jim Kapitan is the Moorhead High School girls basketball coach.

We Are Proud of the Moorhead High School Economics Challenge Team for placing first in the Adam Smith (Advanced Placement) division of the 2010 Minnesota State Economics Challenge on April 21 at the Minneapolis Federal Reserve Bank. The 33 state champions then competed in the national semifinals written exam with the top six teams advancing to the national competition in New York. Moorhead's team placed seventh on the semifinal exam taken April 26. Moorhead High team members are Adam Hannon-Hatfield, Jim Kallander, Lukas Gemar and Ryan Vesledahl. The team coach is Doug Johnson.

We Are Proud of the Moorhead High School Economics Challenge team for placing second in the Great Plains Economics Challenge David Ricardo (large school) division held March 29. Team members are Nicole Nelson, Sam Abrahamson, Chase Body, Chelsey Quiring, Suzi Bluecloud, Heather Hurner, Josh Kistner and Christian Calabrese. In addition, Nelson won first place in the individual competition and Abrahamson won second place in the individual competition. The team coach is Michael Kieselbach. The Great Plains Economics Challenge is an annual event hosted by Minnesota State University's Center for Economic Education.

We Are Proud of S.G. Reinertsen Elementary student Thomas Klein for being named a local winner of the national "Artist of the Week" competition on Artsonia.com, an online art gallery. Klein's collage self-portrait received the most votes, earning him a \$50 Blick Art Materials gift certificate. Michelle Sailer, art teacher at Reinertsen Elementary, receives a \$100 Blick Art Materials gift certificate to spend on supplies for the school's art education program.

- E. Matters Presented by Citizens/Other Communications (Non-Agenda Items)
(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School Board secretary.)

2. CONSENT AGENDA

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

SCHOOL BOARD AGENDA - May 24, 2010

PAGE 4

- A. SUPERINTENDENT MATTERS - Kovash
- B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak
 - (1) Acceptance of Lakes Country Perkins Consortium for Family and Consumer Science Instructional Materials - Pages 7-8
 - (2) Acceptance of Donations - Page 9
 - (3) Approval of 2010-2011 Clay County Health Nursing Services Agreement - Pages 10-17
 - (4) Acceptance of Pat Konewko Fund of the Fargo-Moorhead Area Foundation Grant - Pages 18-19
- C. HUMAN RESOURCES MATTERS - Nielsen
 - (1) Approval of Change in Contracts - Page 20
 - (2) Approval of Resignation - Page 21
 - (3) Approval of Family/Medical Leave - Page 22
 - (4) Approval of New Employees - Pages 23
- D. LEARNER SUPPORT SERVICES MATTERS - Skarvold
 - (1) Approval of Clay County Health Agreement and Addendum to Agreement Renewal-Nursing Services - Pages 24-31
 - (2) Approval of 2010 Special Education Extended School Year (ESY) Program - Pages 32-33

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

Moved by _____ Seconded by _____
Comments _____

- 3. **EXTENDED LEARNING YEAR PROGRAMS:** Skarvold
Pages 34-36
- 4. **OPERATING LEVY REFERENDUM:** Kazmierczak
Page 37

Suggested Resolution: Move to approve a resolution supporting an operating levy referendum and directing administration to research, develop a plan, and prepare a recommendation for further School Board discussion related to an operating levy referendum on November 2, 2010.

Moved by _____ Seconded by _____
Comments _____

- 5. **FIRST READING OF POLICIES:** Kovash
Pages 38-115

SCHOOL BOARD AGENDA - May 24, 2010
PAGE 5

The School Board will conduct a first reading of the following policies: Out-of-State Travel by School Board Members 216, School Board Policy Development, Adoption, Implementation, and Review 221, Policies Incorporated by Reference for Employees /Personnel 499, Student Parental, Family and Marital Status Nondiscrimination 503, School District Student Attendance 515, Student Immunization Requirements 530, Mandated Reporting of Child Neglect or Physical or Sexual Abuse 534, Maltreatment of Vulnerable Adults 535, Student Activity Eligibility 541, Student Discipline 551, Policies Incorporated by Reference for Students 599, Curriculum and Instruction Goals of Moorhead Area Public Schools 601, Extended School Year for Students with IEPs 604, Selection of Textbooks and Instructional Materials 620, MAPS Graduation Policy 640, School District System Accountability 650, Credit for Learning of Minnesota Graduation Standards 653, and Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students 656.

6. **COMMITTEE REPORTS**

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

8. **CLOSE PUBLIC MEETING:** Thompson

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

Moved by _____ Seconded by _____
Comments _____

9. **OPEN PUBLIC MEETING:** Thompson

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

Moved by _____ Seconded by _____
Comments _____

10. **ADJOURNMENT**

SCHOOL BOARD AGENDA - May 24, 2010**PAGE 6**CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Technology Committee	May 25	3:45 pm	PCE
Title I Parent Adv Com	May 25	5:30 pm	PCE
Last Day for K-12 Students	June 3		
Last Day for K12 Staff/Prof	June 4		
Dev (a.m.)/Teacher Work			
Day (p.m.)			
Graduation	June 6	2 pm	Concordia
School Board	June 14	7 pm	PCE
Com Ed Adv Council	June 15	6:30 pm	PCE
School Board	June 28	7 pm	PCE
School Board	July 19	7 pm	PCE
School Board	August 9	7 pm	PCE
School Board	August 23	7 pm	PCE
K-12 Classes Begin	September 7		



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.118 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: May 18, 2010

SUBJECT: Lakes Country Perkins Consortium Funding

Moorhead Area Public Schools has been approved for funding by the Lakes Country Perkins Consortium for the following:

Family and Consumer Science instructional materials from the vendor Apple Store.
Materials include three (3) iPod Touch 32GB.

Suggested Resolution: Move to accept \$897 from the Lakes Country Perkins Consortium for Family and Consumer Science instructional materials.

WAK:mde
Attachment



Lakes Country Service Cooperative

Jeremy Kovash, Executive Director

1001 E. Mount Faith | Fergus Falls, MN 56537

Phone: (218) 739-3273 | Fax: (218) 739-2459 | www.lcsc.org

May 4, 2010

To: Nicole Odegard
Moorhead High School

From: Inger Wegener
Career and Technical Education Specialist

RE: APPROVED INSTRUCTIONAL MATERIALS REQUESTS

The following requests for instructional materials have been approved for funding by the Lakes Country Perkins Consortium:

Instructional Materials: Three iPod Touch 32GB.

Vendor: Apple Store

Your total award is \$897.00. These items are in the process of being purchased by the Lakes Country Perkins Consortium at the Lakes Country Service Cooperative and will be forwarded to you upon receipt. Please be reminded that these items have been purchased for and are to be used ONLY by the Family and Consumer Science Program at Moorhead High School. Any other use is in violation of the federal Carl D. Perkins funds with which they were purchased. Feel free to contact me at 1-800-739-3273, if you have any questions about your award.

Congratulations on your instructional materials award! I hope that you will find that this award will contribute to the mathematics and technical skill attainment in students at Moorhead High School.


CC Lynne Kovash, Superintendent
Gene Boyle, Principal



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.119 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: May 18, 2010

SUBJECT: Donations

Moorhead Area Public Schools has received the following donation:

- Pay It Forward donations from State Bank and Trust employees:
 - Sandy Torgerson donated \$1,000 to the Robert Asp PTAC for the Minnesota Twins Safety Patrol trip.
 - Dee Vos and Deb Guthmiller each donated \$1,000 for a combined total of \$2,000 towards a wireless sound system for the lunchroom, occupational therapy equipment, and an after-school friendship and peer mentoring program titled the Buddy Club.

Suggested Resolution: Move to accept the included donations and direct administration to send a thank you.

WAK:mde



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.120 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent *W. Kazmierczak*

DATE: May 18, 2010

SUBJECT: Approval of 2010-2011 Clay County Public Health Nursing Services Agreement

Attached please find the document detailing the agreement between Clay County Public Health and Moorhead Area Public Schools for nursing services for fiscal year 2010-2011. Clay County Public Health's responsibilities under this agreement include the following:

1. Provide nursing services as a back-up in the schools as requested.
2. Provide nursing consultation via phone or in person.
3. Assist with immunizations as requested.
4. Assist with communicable disease control as requested.

The cost of the service is \$37 per hour up to a maximum of \$1,850 per year, or 50 hours.

Suggested Resolution: Move to approve the agreement between Moorhead Area Public Schools and Clay County Public Health for nursing services for the 2010-2011 fiscal year.

WAK:mde
Attachment

**AGREEMENT BETWEEN
CLAY COUNTY PUBLIC HEALTH
AND
MOORHEAD SCHOOL DISTRICT**

The Moorhead School District, hereinafter referred to as the "School" and Clay County Public Health, Moorhead, Minnesota hereinafter referred to as the "Provider" enter into this agreement for the period July 1, 2010 through June 30, 2011. These dates allow the school district to cover the fiscal year. Provider services will be requested starting two weeks prior to the first day of classes, throughout the school academic year and lasting two weeks after the last day of classes.

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

I. PROVIDER RESPONSIBILITIES:

1. Provide nursing services as a back-up in the School as requested.
2. Provide nursing consultation per phone or in person to the School as requested.
3. Assist with immunizations as requested by the school.
4. Assistance with communicable disease control as requested by the School.
5. The public health nurse shall provide the above services to the school district. The day of the week and the length of time spent in the school may vary according to the activity planned and requested by the school.

II. SCHOOL RESPONSIBILITIES:

The school shall appoint a health service aide in each building to assist the public health nurse. The aide shall at all times remain the employee and agent of the School. The School shall cooperate with all reasonable requests of the Provider in connection with the furnishings of the above service.

The School shall provide ample space for the public health nurse to care for students. The space shall be appropriate for the activity provided.

The School will give 48 hours (or more if possible) notice to Provider when services are needed to provide back-up for scheduled days off for the school nurse (e.g. for attendance at conferences, vacation days).

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

III. STAFF:

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

IV. RECORDS:

1. Individual school health records will be maintained by the school health aide and kept on file in the School in accordance with school policy.
2. Necessary health forms will be provided by the School.
3. The School is responsible to comply with the Data Practices Act which includes notification of data collected, release of information and safeguarding the record.

V. COST OF SERVICES:

The School agrees to pay the Provider, upon receipt of the bill, \$37.00 per hour spent by the public health nurse on school premises and consultation hours in the Provider's office, up to a maximum of \$1,850.00 per year or 50 hours. The cost of supplies shall be in addition to this amount. The Provider will bill the School monthly specifying the dates and number of hours service was provided, and the amount being billed. The bill will be payable upon receipt.

VI. INDEMNIFICATION:

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

School Superintendent (date)

Chair, School Board (date)

Director of Nursing, Clay County Public Health (date)

Administrator, Clay County Public Health (date)

ADDENDUM TO AGREEMENT

This Addendum is effective on upon execution, and amends and/or is made part of the Agreement by and between Clay County Public Health ("Agency") and Moorhead Public Schools (Business Associate") dated July 1, 2010, ("Agreement").

Agency and Business Associate agree to modify the Agreement, in order to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Agreement.
3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of Agency, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by Agency. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR; and (c) Agency's health information privacy and security policies and procedures.
4. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from Agency only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
 - (a) The disclosure is required by law; or
 - (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
 - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - (ii) Notify Business Associate (who shall in turn promptly notify Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
5. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosures of any PHI received from or on behalf of Agency.

6. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.
7. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of Agency, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Agency that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).
8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of Agency to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.
9. Access to PHI. Business Associate shall provide access, at the request of Agency, to PHI in a Designated Record Set, to Agency or, as directed by Agency, to an Individual in order to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable State law. Business Associate shall provide access in the time and manner set forth in Agency's health information privacy and security policies and procedures.
10. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Agency directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Agency or an Individual, and in the time and manner set forth in Agency's health information privacy and security policies and procedures.
11. Accounting of Disclosures of PHI.
 - (a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
 - (b) Business Associate agrees to provide Agency or an Individual, in time and manner set forth in Agency's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

12. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Agency available to Agency and to DHHS or its designee for the purpose of determining Agency's compliance with the Privacy Rule.
13. Reporting. Business Associate shall report to Agency any use or disclosure of PHI not authorized by the Agreement or in writing by Agency. Business Associate shall make the report to Agency's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure.
14. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by Agency's Privacy Official.
15. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
16. Termination for Cause. Upon Agency's knowledge of a material breach by Business Associate, Agency shall:
 - (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by Agency.
 - (b) Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible.
 - (c) If neither termination nor cure is feasible, Agency shall report the violation to the Secretary.
17. Return or Destruction of Health Information.
 - (a) Except as provided in Section 16(b) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Agency notification of the conditions that make return or destruction infeasible. Upon verification by Agency that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

18. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of July 1, 2010.

AGENCY

Signed: _____

Print Name: Kathy McKay

Title: Public Health Administrator

Date: _____

BUSINESS ASSOCIATE

Signed: _____

Print Name: _____

Title: _____


Date: _____



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.121 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: May 18, 2010

SUBJECT: Pat Konewko Fund of the Fargo-Moorhead Area Foundation Grant

Moorhead Area Public Schools has received \$718.20 from the Pat Konewko Fund of the Fargo-Moorhead Area Foundation to provide training to special education teachers on the assessment and treatment of children with brain injuries and illnesses.

Suggested Resolution: Move to accept the grant from the Pat Konewko Fund of the Fargo-Moorhead Area Foundation and direct administration to send a thank you.

WAK:mde
Attachment



Celebrating 50 Years of Community Trust

MAY 6 - 2010

May 4, 2010

Moorhead Public Schools
Dr. Larry P. Nybladh
2410 14th Street South
Moorhead, MN 56560-4624

Dear Larry:

On behalf of the Board of Governors, I am pleased to enclose a check for the Moorhead Public Schools in the amount of \$718.20 specifically for the purpose of providing education on the assessment and treatment of children with brain injuries/illnesses to special education teachers in the special education department. This grant is from the **Pat Konewko Fund, of the Fargo-Moorhead Area Foundation**.

This is the initial allocation from this permanent fund. You will automatically receive an annual distribution each May.

Please deposit this check into your account or return it to us within ten days to be deposited back into your fund. If you wish to have this distribution deposited back to the principal of the fund, endorse the back of the check with "for deposit only to the FMAF (fund name) Fund".

Mail the check to:

Fargo-Moorhead Area Foundation
502 First Ave N, Suite 202
Fargo, ND 58102

If you have any questions, please call Florence or Carol at 701-234-0756.

We also ask that you update us with any changes in address or contact information by emailing us at office@areafoundation.org so that we may keep our records current.

Sincerely,

Florence Sauvageau
Finance/Program Assistant

Enclosure

502 FIRST AVE. N., #202, FARGO, ND 58102-4804
PHONE: 701-234-0756 • FAX: 701-234-9724
www.areafoundation.org





Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.115

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielson, Director of Human Resources
DATE: May 18, 2010
RE: Change in Contract

The administration requests approval of Change in Contract for the following people:

Nicole Such	Secretary, Community Ed, B21 (3) \$14.68 per to Administrative Assistant in Assistant Superintendent's Office, B23 (3) \$15.70 per hour, effective May 25, 2010. (Replacing Kari Averett)
Robin Grooters	Special Ed Facilitator to Program Manager Learner Support Services, C52 (6) \$72,404, effective July 1, 2010. (New position, part of Sarah King)
Melissa Eidsness	Teacher on Sabbatical Leave to Director of School Improvement & Accountability, D64 (5) \$87,913, effective July 1, 2010. (New position paid with federal funds)

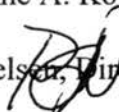
SUGGESTED RESOLUTION: Move to approve the Change in Contract for Nicole Such, Robin Grooters and Melissa Eidsness as presented.

RN:jal



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.113

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nielsen,  Director of Human Resources
DATE: May 17, 2010
RE: Resignation

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

Yvonne Wegscheid	Night Custodian, High School, effective May 31, 2010.
Kimberly Westendorf	ABE Paraprofessional, Probstfield Center for Education, effective May 20, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Yvonne Wegscheid and Kimberly Westendorf as presented.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.114

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nierse, Director of Human Resources
DATE: May 17, 2010
RE: Family/Medical Leave

The administration request Family/Medical Leave for the following people:

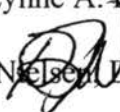
Kristen Cameron Language Arts Teacher, Horizon Middle School, effective approximately August 24, 2010 until January 3, 2011.

SUGGESTED RESOLUTION: Move to approve the request for Family/Medical Leave for Kristen Cameron pursuant to Article 39, Section 1 of the Teachers' Master Agreement.



Department of Human Resources
Moorhead Area Public Schools

Memo HR.10.112

TO: Dr. Lynne A. Kovash, Superintendent
FROM: Ron Nelson  Director of Human Resources
DATE: May 17, 2010
RE: New Employees

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

Ruth Boatright Bus Driver, Transportation, 6.25 hours per day, \$13.07 per hour, effective May 5, 2010. (Replaces Dan Wittnebel)

SUGGESTED RESOLUTION: Move to approve the employment of Ruth Boatright as presented.



Office of Learner Support Services
Moorhead Area Public Schools

LSS.10.017

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services

DATE: May 10, 2010

RE: Clay County Public Health Agreement and Addendum to Agreement Renewal-Nursing Services

Attached is a renewal agreement with Clay County Public Health for nursing services. Clay County Public Health costs will remain at \$37 per hour, per nurse on school premises.

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 the agreement and addendum with Clay County Public Health for nursing services at a rate of \$37 per hour.

JS:ca

Attachment

**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.
2. Take Appointments, reminder phone calls
3. Provide appropriate space to complete the components of ECS.
4. Perform the ECS required components of:
 - * Height and weight
 - * Vision Screening
 - * Brigance Preschool Screen
 - * Mail out and score Ages and Stages (Social Emotional) Questionnaire
5. Provide the Summary interview with those families participating in the screening process, as well as Referral and Follow-up.
6. Prepare and submit annual report to Minnesota Department of Education.

7. 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, 2010 and shall be in effect until June 30, 2011. 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

ADDENDUM TO AGREEMENT

This Addendum is effective upon execution, and amends and/or is made part of the Agreement by and between Clay County Public Health ("Agency") and Moorhead School District (Business Associate") dated July 1, 2010, ("Agreement").

Agency and Business Associate agree to modify the Agreement, in order to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Agreement.
3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of Agency, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by Agency. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR; and (c) Agency's health information privacy and security policies and procedures.
4. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from Agency only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
 - a. The disclosure is required by law; or
 - b. Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
 - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - (ii) Notify Business Associate (who shall in turn promptly notify Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
5. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosures of any PHI received from or on behalf of Agency.
6. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of

the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.

7. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of Agency, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Agency that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).
8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of Agency to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.
9. Access to PHI. Business Associate shall provide access, at the request of Agency, to PHI in a Designated Record Set, to Agency or, as directed by Agency, to an Individual in order to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable State law. Business Associate shall provide access in the time and manner set forth in Agency's health information privacy and security policies and procedures.
10. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Agency directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Agency or an Individual, and in the time and manner set forth in Agency's health information privacy and security policies and procedures.
11. Accounting of Disclosures of PHI.
 - a. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
 - b. Business Associate agrees to provide Agency or an Individual, in time and manner set forth in Agency's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
12. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Agency available to Agency and to DHHS or its designee for the purpose of determining Agency's compliance with the Privacy Rule.

13. Reporting. Business Associate shall report to Agency any use or disclosure of PHI not authorized by the Agreement or in writing by Agency. Business Associate shall make the report to Agency's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by Agency's Privacy Official.
14. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
15. Termination for Cause. Upon Agency's knowledge of a material breach by Business Associate, Agency shall:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by Agency.
 - b. Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible.
 - c. If neither termination nor cure is feasible, Agency shall report the violation to the Secretary.
16. Return or Destruction of Health Information.
 - a. Except as provided in Section 16(b) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - b. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Agency notification of the conditions that make return or destruction infeasible. Upon verification by Agency that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
17. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of July 1, 2010.

AGENCY

Signed: _____

Print Name: Kathy McKay

Title: Public Health Administrator

Date: _____

BUSINESS ASSOCIATE

Signed: _____

Print Name: _____

Title: _____

Date: _____



Office of Learner Support Services
Moorhead Area Public Schools

LSS.10.018

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services

DATE: May 17, 2010

RE: Special Education Extended School Year (ESY) Program

Attached is the 2010 Special Education Extended School Year (ESY) Program staffing and budgetary information. The ESY Program will operate:

Days: Tuesday, Wednesday, and Thursday

Dates: June 22 - July 29, 2010

Time: 8:00 am - 12:00 pm

Location: Hopkins Elementary, Horizon Middle School and Moorhead High School

SUGGESTED RESOLUTION: Move to approve the 2010 Special Education Extended School Year (ESY) Program for Moorhead Schools from June 22, 2010 - July 29, 2010.

JS:ca

Attachment

**Extended School Year 2010
Program Budget and Staff Information**

Extended School Year for the 2010 summer will run from 7:45 am to 12:15 pm. Programming will be provided for 6 weeks and will run 3 days a week (Tuesday, Wednesday and Thursday). Teachers will have a one 4 hour prep day on Monday, June 21. Extended School Year will be in session for 18 days from June 22 to July 29. There will be **28 teachers** employed with a total **salary of \$81,614.12** plus **benefits of \$9,428.89**. The estimated total hours for the **teachers** will be **2056** at a cost of **\$91,043.01**. There will be **41 paraprofessionals and other staff** employed at four and one half hours daily. Paraprofessionals and other staff are paid at their contract rate or district sub rate if not employed as a paraprofessional or other staff with the district. The total **salary for the paraprofessionals and other staff** will be **\$52,091.55** plus **benefits of \$5,534.00**. The estimated total hours for the **paraprofessionals and other staff** will be **3276** at a cost of **\$57,625.55**. Extended School Year **instructional material budget is \$1,400.00**. The **total program budget is \$150,068.56** with 68% of special education salaries reimbursed from the state on EDRS.

ESY Teachers:

Anderson, Carol	Froemke, Molly	Plankers, MariBeth
Anderson, Kevin	Greer, Kari	Rowekamp, Kristi
Bartholomay, Deb	Johnson, Marti	Smith, Sarah
Bierdemann, Betty	Kapitan, Jim (.5)	Todd, Jill
Buyse, Lowell	Kostreba, Judy	Vorachek, Vicki
Dreschel, Ron	Nylander, Laura	Wolf, Renee
Falk, Paula	Olson, Janet	Yoney, Brandon
Filipi, Jill	Osborn, Chris	Teacher at HS
Fisher, Heidi (.5)	Paulson, Wendy	OT & PT

ESY Paraprofessionals and Other Staff:

Alverson, Loree	McDonald, Deb	Valan, AJ
Cruz, Libby	Meyer, Jill	Vargas, Rose
Ellingsberg, Alice	Olson, Elizabeth	Watnemo, Treva
Flores, Moraima	Pederson, Linda	Whiteford, Gena
Foltz, Sara	Pemble, Patty	4 para @ 4.5 hrs per day
Gilbertson, Jackie	Philpot, Jodi	
Gulsvig, Dar	Renslow, Bunny	
Hanson, Tiffany	Retzer, Matt	
Hausauer, Wendy	Sayler, Kathy	
Hennesey, Mike	Stoddard, Rhonda	COTA
Johnson, Robin	Stoddard, Sally	Coyle, Connie-Lang Fac (.5)
Lahlum, Faith	Sturdevant, Barb	Gress, Tiffany- Lang Fac (.5)
Lopez, Isidro	Swedmark, Monica	Tilsen, Lea - Lang Fac
Majidian, Tracy	Tack, LuAnn	O'Leary, Pam - Intrepreter

5/17/10



Office of Learner Support Services
Moorhead Area Public Schools

LSS.10.019

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services

DATE: May 17, 2010

RE: Extended Learning Year

Attached is information regarding 2010 summer programming that extended learning opportunities through August, 2010. Each of the programs listed below will serve invited eligible students. Additional information, along with employment information will be presented at the May 24th school board meeting by Deb Pender-Tilleraas and Jackie Migler. We look forward to providing services for students through these programs this summer.

1. **Special Education**

•**Extended School Year (ESY) K-12**

Dates: June 22 - July 29, 2010

Tuesday, Wednesday, Thursday

8:00 am - 12:00 pm

Locations: Ellen Hopkins Elementary, Horizon Middle School and High School

Transportation will be provided

Grades: Invited eligible students enrolled in K-12 in 0910

•**Early Intervention Services (EIS)**

Dates: June 14 - July 30, 2010 (schedules vary)

Location: Probstfield Early Learning Center

2. **Migrant**

•**STARRS Summer Program - Migrant Education**

Dates: June 14 - July 22, 2010

Monday, Tuesday, Wednesday, Thursday

7:30 am - 4:30 pm

Location: Robert Asp Elementary

Breakfast, Lunch and Snack provided

Transportation is provided

Grades: Invited eligible students enrolled in K-4 in 0910

•**Secondary Summer Program - Migrant Education**

Dates: June 14 - July 22, 2010

4:30 - 8:30 pm

Location: Red River Area Learning Center

2 meals will be provided

Transportation will be provided

Grades: Eligible students in 7th-12th grade in 0910

3. **Elementary Extended Learning Year**

•**EXCEL Jump Start**

Dates: July 26 - August 14, 2010

Monday through Friday

8:00 - 11:30 am

Location: Robert Asp Elementary, Ellen Hopkins Elementary, S G Reinertsen

Breakfast provided

Transportation is not provided

Grades: Invited eligible students enrolled in in K-4 in 0910

•**STARRS Summer Program**

Dates: June 14 - July 22, 2010

Monday, Tuesday, Wednesday, Thursday

7:30 am - 4:30 pm

Location: Robert Asp Elementary

Breakfast, Lunch and Snack provided

Transportation is provided

Grades: Invited eligible students enrolled in in K-4 in 0910

4. **Secondary Extended Learning Year**

•**EXCEL Summer Program - Moorhead High School**

Dates: June 15 - July 22, 2010

Monday, Tuesday, Wednesday, Thursday

7:30 am - 4:30 pm

Location: Moorhead High School

Breakfast, Lunch and Snack provided

Transportation is not provided

Grades: Invited eligible students enrolled in gr 8-9 and gr 10-11 in in 0910

•**EXCEL Summer Program - Red River Area Learning Center**

Dates: June 15 - July 22, 2010

Monday, Tuesday, Wednesday, Thursday

7:30 am - 4:30 pm

Location: Horizon Middle School

Breakfast, Lunch and Snack provided

Transportation is not provided

Grades: Invited eligible students enrolled in grades 8-9 in 0910

•**EXCEL Jump Start**

Dates: July 26 - August 14, 2010

Monday through Friday

8:00 - 11:30 am

Location: Horizon Middle School

Lunch provided

Transportation is not provided

Grades: Invited eligible students enrolled in 5th grade in 0910

•**Horizon Summer Academy**

Dates: June 15 - July 22, 2010

Depending on week, 2 - 4 days per week

7:30 am - 4:30 pm

Location: Horizon Middle School

Breakfast, Lunch and Snack provided

Transportation is not provided but may ride MAT bus free with Horizon ID

Grades: Invited eligible students enrolled in in grade 5-7 in 0910

•**West Central Regional Juvenile Center**

Dates: June 6 - August 18, 2010

9:00 am to 12:00 pm

Monday through Friday

Location: West Central Regional Juvenile Center

Students: 5th - 12th grade students eligible placed at center

•**Monday Independent Study**

Dates: Monday's - beginning June 14 - August 18, 2010

3:00 - 7:30 pm

Students: Students who are eligible for alternative education for credit recovery

•**Transition ABE/ALC**

Dates: June 21 - August 18, 2010

Location: Red River Area Learning Center

Students: Age 16+ - eligible for alternative education

JS:ca



Assistant Superintendent of Schools
Moorhead Area Public Schools

Memo OAS.10.122 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: May 20, 2010

SUBJECT: Operating Levy Referendum

The 2010 legislative session ended following a brief special session on May 18, 2010. With the end of the session, a few more details are known about school funding for fiscal year 2011. I will provide a brief update to the School Board about how results of the session will impact the district.

Additionally, the Executive Finance Committee met and discussed at length the possibility of placing an operating levy referendum on the November 2, 2010 general election ballot. The committee recommends that the School Board adopt a formal resolution at the May 24, 2010 School Board meeting acknowledging that the district will place a question on the ballot and direct administration to begin formal efforts to identify the amount and length of time for an operating levy.

Suggested Resolution: Move to approve a resolution supporting an operating levy referendum and directing administration to research, develop a plan, and prepare a recommendation for further School Board discussion related to an operating levy referendum on November 2, 2010.

WAK:mde



Superintendent of Schools
Moorhead Area Public Schools

Memo S.10.123R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent *LAK*

DATE: May 18, 2010

SUBJECT: First Reading of Policies

Attached please find the policies, Out-of-State Travel by School Board Members 216, School Board Policy Development, Adoption, Implementation, and Review 221, Policies Incorporated by Reference for Employees/Personnel 499, Student Parental, Family and Marital Status Nondiscrimination 503, School District Student Attendance 515, Student Immunization Requirements 530, Mandated Reporting of Child Neglect or Physical or Sexual Abuse 534, Maltreatment of Vulnerable Adults 535, Student Activity Eligibility 541, Student Discipline 551, Policies Incorporated by Reference for Students 599, Curriculum and Instruction Goals of Moorhead Area Public Schools 601, Extended School Year for Students with IEPs 604, Selection of Textbooks and Instructional Materials 620, MAPS Graduation Policy 640, School District System Accountability 650, Credit for Learning of Minnesota Graduation Standards 653, and Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students 656, for your review.

LAK:mde
Attachments

Out-of-State Travel by School Board Members

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	216
Adopted Date:	4/10/2006
Revised Date(s):	05/11/2009
Reviewed Date(s):	01/08/2007, 11/26/2007, 05/11/2009
Attached Files:	No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

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

III. APPROPRIATE TRAVEL

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

IV. REIMBURSABLE EXPENSES

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

V. REIMBURSEMENT

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

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

C. Amounts to be reimbursed shall be within the School Board's approved budget allocations,

including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rate of approval has been developed through the business office (Administrative Procedure 824.1)

VII. ANNUAL REVIEW

This policy must be annually reviewed by the School Board.

Legal References:

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

Minnesota Statute, 471.661 (Out-of-State Travel)

Minnesota Statute, 471.665 (Mileage Allowances)

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

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

Cross References:

Moorhead School Board Policy 203: School Board Member Development

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

School Board Policy Development, Adoption, Implementation, and Review

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	221
Adopted Date:	8/27/2001
Revised Date(s):	05/11/2009
Reviewed Date(s):	10/27/2003, 05/09/2005, 04/09/2007, 11/26/2007, 05/11/2009
Attached Files:	No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

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

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

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

III. DEVELOPMENT

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

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

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

IV. ADOPTION

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

B. The final action taken to adopt proposed new policies or revised policies shall be by simple majority vote of the School Board subsequent to the second meeting. The policy will become effective on the date the policy is adopted or a date stated in the motion, whichever is later.

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

D. If an educational policy is modified because of a legal change over which the School Board has no control, the modified policy may be approved at one meeting at the discretion of the School Board.

V. IMPLEMENTATION

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

B. A paper copy of the policy manual will be kept and maintained by the Superintendent. Moorhead School Board members, employees and the public will be able to access the policy manual at the school district's Web site (www.moorhead.k12.mn.us). It shall be the responsibility of the Superintendent, School Board secretary, individual School Board members, and others designated by administration to keep the policy manuals current.

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

VI. POLICY REVIEW

A. Moorhead School Board policies will be reviewed at least once every four years. Administrative procedures supporting those policies will be reviewed by the administration at the same time. The

Moorhead Policy Review Committee when possible will review and make recommendations to current policy as they come forward for periodic review. Their recommendations will be brought forward to the School Board by the Superintendent.

Legal References:

Minnesota Statute, 123B.02 Subd. 1 (School District Powers)

Minnesota Statute, 123B.09 Subd. 1 (School Board Powers)

Cross References:

Moorhead School Board Policy 201: School Board Legal Status

Moorhead School Board Policy 233: Policy Review Committee

Moorhead School Board Policy 310: School Superintendent

Policies Incorporated by Reference for Employees/Personnel

Type:	School Board Policy
Section:	400 EMPLOYEE/PERSONNEL
Code:	499
Adopted Date:	10/13/2003
Revised Date(s):	05/11/2009
Reviewed Date(s):	05/09/2005, 06/12/2006, 02/12/2007, 11/26/2007, 05/11/2009
Attached Files:	No Documents Found.

I. PURPOSE

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

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools
Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 221: School Board Policy Development, Adoption, Implementation, and Review
Moorhead School Board Policy 501: Equal Educational Opportunity
Moorhead School Board Policy 504: Protection and Privacy of Student Records
Moorhead School Board Policy 531: Communicable Disease Control and Infectious Conditions
Moorhead School Board Policy 532: Medication
Moorhead School Board Policy 533: Do Not Resuscitate/Do Not Intubate Orders (DNR/DNI)
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults
Moorhead School Board Policy 536: Wellness
Moorhead School Board Policy 540: Student Activities
Moorhead School Board Policy 544: Activities Fundraising
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 553: Crisis Intervention and Student Support
Moorhead School Board Policy 555: Notification to Staff Regarding Placement of Students with Violent Behaviors
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 571: Hazing Prohibition
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 573: Tobacco-Free Environment
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy
Moorhead School Board Policy 630: Organization of School Calendar and School Day
Moorhead School Board Policy 632: Field Trips
Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities

Moorhead School Board Policy 710: School District Crisis Management
Moorhead School Board Policy 711: Severe Weather Related School Closings
Moorhead School Board Policy 712: Safety and Security Technology
Moorhead School Board Policy 722: School District Owned Vehicle Reservation
Moorhead School Board Policy 730: School District Copyright Policy
Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network Acceptable Use and Safety
Moorhead School Board Policy 732: Use of All School Equipment and Materials for Instructional Purposes Off School Premises
Moorhead School Board Policy 822: Payroll Employment
Moorhead School Board Policy 823: Cashing Checks Out of Cash Deposits
Moorhead School Board Policy 824: Reimbursement for Travel, Professional Meetings and Conferences
Moorhead School Board Policy 832: Complimentary Athletic Season Passes/Single Event Passes
Moorhead School Board Policy 833: Disposition of Obsolete Equipment and Material
Moorhead School Board Policy 906: Public Solicitation in Moorhead Area Public Schools
Moorhead School Board Policy 907: Rewards

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Student Parental, Family and Marital Status Nondiscrimination

Type: School Board Policy
Section: 500 STUDENTS
Code: 503
Adopted Date: 2/11/2002
Revised Date(s): 04/10/2006, 12/14/2009
Reviewed Date(s): 04/10/2006, 12/14/2009
Attached Files: No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

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

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

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

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

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

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

G. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the building administrator and/or Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant

Secretary for Civil Rights of the United States Department of Education. Any further inquiry or complaint should be referred to the district's ~~School~~ Superintendent and/or the district's human rights officer.

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

Legal References:

Minnesota Statute 363.01 ~~et seq.~~ A (Minnesota Human Rights Act)

20 U.S.C. 1681-1688 (Title IX of the Education Amendments of 1972)

34 C.F.R. Part 106 (Implementing Regulations of Title IX)

Cross References:

Moorhead School Board Policy 501: Equal Educational Opportunity

Moorhead School Board Policy 502: Student Disability Nondiscrimination

Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Moorhead School Board Policy 578: Prohibiting Intimidation and Bullying

School District Student Attendance

Type:	School Board Policy
Section:	500 STUDENTS
Code:	515
Adopted Date:	8/26/2002
Revised Date(s):	06/11/2007
Reviewed Date(s):	06/11/2007
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

A. The Moorhead School Board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students and establishes regular habits of dependability important to the future of the student.

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

II. GENERAL STATEMENT ~~OF POLICY~~

A. Responsibilities

1. Student's Responsibility

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

2. Parent or Guardian's Responsibility

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

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

3. Teacher's Responsibility

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

4. Administrator's Responsibility

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

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

B. Attendance Procedures

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

1. Excused Absences

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

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

(1) Illness.

(a) A doctor's statement may be required after 3 or more consecutive absences.

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

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

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

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

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

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

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

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

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

(10) Family emergencies.

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

(12) Other reasons that could be acknowledged are personal requests for absence made 24 hours in

advance (e.g. legal appointments, travel, family vacations, job interviews, state tournaments and school activities). We encourage parent(s)/guardian(s) to hold these requests for absence to a minimum.

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

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

b. Consequences of Excused Absences

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

(2) School work missed because of an excused absence must be made up within two class days from the date of the student's return to school. This applies to school work assigned during the time period the student was absent from school. Any previously assigned work is due on the day of the student's return. The student will be required to make arrangements with the teacher to make up any school work missed and receive a grade. A teacher may require additional assignments to compensate for any loss of class discussion and information.

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

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

(5) Advance Make-up: In the event that a student is aware they will be absent from school, ~~either part of a day or all day for more than two (2) days~~, they are to make arrangements in advance by having their parent(s)/guardian(s) request the excuse by written note at least 24 hours in advance of the absence. The student then must present the Advance Make-up Slip to each teacher one (1) day prior to the date of absence bringing a written notice from their parent(s)/guardians(s) to the attendance office. This written request must be at least 24 hours in advance of the absence. The student will then be given an Advance Make-up Slip which they will have each of their teachers sign at least one (1) day prior to the date of absence. All assignments are to be made up in advance unless specific arrangements are made with teachers. Students who will be gone from school two (2) days or less will assume the responsibility to contact teachers and make arrangements for any missed work.

2. Unexcused Absences

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

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

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

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

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

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

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

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

b. Consequences of Unexcused Absences

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

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

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

C. Tardiness

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

2. Reporting Tardiness

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

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

3. Excused Tardiness

Valid excuses for tardiness are:

a. Illness;

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

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

d. Medical, dental or orthodontic treatment or counseling appointment;

e. Court appearances occasioned by family or personal action;

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

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

4. Unexcused Tardiness

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

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

5. Illness During School

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

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

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

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

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

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

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

E. Homebound Instruction

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

III. DISSEMINATION OF POLICY

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

IV. REQUIRED REPORTING

A. Continuing Truant

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

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

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

B. Reporting Responsibility

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

1. that the child is truant;
2. that the parent(s)/guardian(s) should notify the school if there is a valid excuse for the child's absences;
3. that the parent/guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statute 120A.22 and parent(s)/guardian(s) who fail to meet this obligation may be subject to prosecution under Minnesota Statute 120A.34;
4. that this notification serves as the notification required by Minnesota Statute 120A.34;
5. that alternative educational programs and services may be available in the district;
6. that the parent/guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. that if the child continues to be truant, the parent(s)/guardian(s) and child may be subject to juvenile court proceedings under Minnesota Statute Ch. 260;
8. that if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statute 260C.201; and
9. that it is recommended that the parent(s)/guardian(s) accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 16 years who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school, or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school.
2. A school district administrator or designee shall refer a habitual truant child and the child's parent(s)/guardian(s) to appropriate services and procedures, under Minnesota Statute Ch. 260A.

Legal References:

Minn. Stat. 120A.05 (Definitions)
Minnesota Statute 120A.22 (Compulsory Instruction)
Minnesota Statute 120A.24 (Reporting)
Minnesota Statute 120A.26 (Enforcement and Prosecution)
Minnesota Statute 120A.28 (School Boards and Teachers, Duties)
Minnesota Statute 120A.30 (Attendance Officers)
Minnesota Statute 120A.34 (Violations; Penalties)
Minnesota Statute 121A.40 - 121A.56 (Pupil Fair Dismissal Act)

Minnesota Statute, 260C.007, Subd. 19 (Habitual Truant Defined)
~~Minnesota Statute Chapter 260 (Juveniles)~~
Minnesota Statute, 260A.02 (Definitions)
Minnesota Statute, 260A.03 (Notice to Parent or Guardian When Child is Continuing Truant)
Minnesota Statute, 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7 (1978)
Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Board of Education, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross Reference:

Moorhead School Board Policy 551: Student Discipline

Student Immunization Requirements

Type:	School Board Policy
Section:	500 STUDENTS
Code:	530
Adopted Date:	6/1/2001
Revised Date(s):	02/11/2008
Reviewed Date(s):	04/11/2005, 04/09/2007, 02/11/2008, 12/08/2008
Attached Files:	No Documents Found.

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

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(s)/guardian(s) has submitted to the Superintendent or designee the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent(s)/guardian(s) shall provide to the 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/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 Superintendent or designee will provide information to the parent(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(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/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(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.

F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization statement, and other requirements of this policy.

IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

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

A. The parent(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(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(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(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 Superintendent or designee will assist a student and/or the student's parent(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 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.15 (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 School 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

Mandated Reporting of Child Neglect or Physical or Sexual Abuse

Type:	School Board Policy
Section:	500 STUDENTS
Code:	534
Adopted Date:	5/27/1986
Revised Date(s):	12/08/2008
Reviewed Date(s):	12/01/1990, 02/11/1992, 04/13/1998, 06/10/2002, 04/12/2004, 06/13/2005, 06/12/2006, 04/09/2007, 02/11/2008, 12/08/2008
Attached Files:	No Documents Found.

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

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. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:

1. is not likely to occur and could not have been prevented by exercise of due care; and
2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.

B. "Child" means one under age 18.

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

D. "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.

E. "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.

F. "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/guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, 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, 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.

G. "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.

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

I. "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.

J. "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.

K. "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 parent/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). A copy of the written report will be given to building or district administration by the reporter. 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 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 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. DISSEMINATION OF POLICY AND TRAINING

A. Staff Inservice - Each building administrator or designee will review the policy and procedures with staff yearly.

B. 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 in a newsletter. The policy is also accessible on the district's Web site (www.moorhead.k12.mn.us).

C. This policy shall be reviewed at least yearly 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 (Aversive 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 (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

Maltreatment of Vulnerable Adults

Type: School Board Policy
Section: 500 STUDENTS
Code: 535
Adopted Date: 8/26/2002
Revised Date(s): 12/08/2008
Reviewed Date(s): 04/12/2004, 05/09/2005, 12/12/2005, 04/09/2007, 05/12/2008, 12/08/2008
Attached Files: No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

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

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

III. DEFINITIONS

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

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

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

D. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of (1) assault in the first through fifth degrees as defined in

sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minnesota Statute 626.5572, Subd. 2.

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

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

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

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

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

IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the Clay County Social Services.

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

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

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

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

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

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

A. Each building administrator or designee will review the policy and procedures with staff yearly.

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

Legal References:

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

Minnesota Statute, 609.234 (Failure to Report)

Minnesota Statute, 626.556 (Reporting of Maltreatment of Minor)

Minnesota Statute, 626.557 (Reporting of Maltreatment of Vulnerable Adults)

Minnesota Statute, 626.5572 (Definitions)

Cross References:

Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity

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

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

Moorhead School Board Policy 603: Special Education Policies and Procedures

Moorhead School Board Policy 502: Student Disability Nondiscrimination

Student Activity Eligibility

Type: School Board Policy
Section: 500 STUDENTS
Code: 541
Adopted Date: 7/25/1994
Revised Date(s): 09/12/2005
Reviewed Date(s): 12/14/1998, 04/28/2003, 09/12/2005
Attached Files: No Documents Found.

I. PURPOSE

The purpose of this policy is to define the eligibility, responsibilities and penalties that the Moorhead Area Public Schools system utilizes relating to the Minnesota State High School League (MSHSL) rules. It is also the purpose of this policy to extend the rules, responsibilities and penalties to all extra- and co-curricular activities of the Horizon Middle and Moorhead High Schools.

II. GENERAL STATEMENT OF POLICY

The Minnesota State High School League Rules regarding eligibility shall be extended to include all activities which are a part of the extra-curricular and co-curricular programs of Moorhead High School. These rules also extend to any middle school student who participates in an event or program at the middle or high school level.

The rule applies to the entire 12-month calendar year and any portion of an activity season which occurs prior to the start of the school year or after the close of the school year. Moorhead Area Public Schools follows all general rules and penalties related to activity eligibility provided by the MSHSL. The Athletic Eligibility information can be accessed at www.mshsl.org; or by contacting the Moorhead High School Activities Office. (Refer to Administrative Procedure 541.1.)

Legal References:

Section 703 of the Title 2000e, et. seq.

Minnesota Statute, 363.01 - .14 (The Human Rights Act)

Cross References:

Moorhead School Board Policy 513: Early Admissions

Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Moorhead School Board Policy 571: Hazing Prohibition

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

Moorhead School Board Policy 573: Tobacco-Free Environment

Moorhead School Board Policy 540: Student Activities

Student Discipline

Type: School Board Policy
Section: 500 STUDENTS
Code: 551
Adopted Date: 6/13/1989
Revised Date(s): 05/11/2009
Reviewed Date(s): 07/28/1992, 06/28/1994, 06/08/1998, 06/11/2001, 05/13/2002, 06/09/2003, 06/14/2004, 06/13/2005, 06/26/2006, 06/11/2007, 05/12/2008, 05/11/2009

Attached Files:

No Documents Found.

I. PURPOSE

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

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

II. GENERAL STATEMENT OF POLICY

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

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

III. RIGHTS AND RESPONSIBILITIES OF STUDENTS

These statements under Rights and Responsibilities of Students, which apply to students of all ages,

are not expected to cover every situation which may arise. Rights are "just claims or privileges." Responsibilities are defined as "obligations or duties."

A. RIGHTS OF STUDENTS

Every student has the right...

1. To citizenship as granted by the U.S. Constitution and the State of Minnesota. Civil rights may not be abridged, obstructed, or in any other way altered, except in accordance with due process of law.
2. To freedom from harassment due to gender, religion, culture, disability, race, sexual orientation, and/or age and to seek redress of such infractions by reporting such harassment to a building administrator, counselor, teacher, or other school official.
3. To fair, consistent uniformity of application of rules without discrimination or bias within the learning environment.
4. To air grievances, problems and concerns through legitimate channels and to propose changes in rules or policy through channels provided by the schools for all students.
5. To express opinions and feelings as well as criticisms without violating the rights of others and to make choices through appropriate means.
6. To privacy regarding school records consistent with legal requirements.
7. To privacy and security in his/her person, papers, and effects.
8. To be informed orally or in writing of any disciplinary charges and corrective measures in a manner consistent with the Pupil Fair Dismissal Act.
9. To be allowed to present his/her version of an incident in question in a fair hearing before any consequences are determined.
10. To expect a safe, stimulating, and productive learning environment without interruptions, disruptions, or distractions from within or without the classroom setting.
11. To have equal access to student activities and organizations.
12. To be informed of all policies, rules, and regulations he/she shall be expected to follow in the classroom, building, and district via an easily understood form using written, visual, and oral approaches as necessary.
13. To homebound instruction when extended absence is due to medical reasons.
14. To make up within prescribed timelines work missed during any excused absence without discrimination or harassment.
15. To be treated with dignity and respect by all members of the school community.
16. To avail himself/herself of the counseling services provided by the school district.
17. To choose his/her own manner of dress and personal grooming unless it presents a clear danger to students' health and safety, causes a clear interference with work, creates disorder in the learning

environment, promotes illegal activities, or interferes with the rights of other students.

18. To expect authority to protect these rights.

B. STUDENT RESPONSIBILITIES

Every student has the responsibility...

1. To assist in efforts to establish and maintain a safe, stimulating, and productive learning environment in the school society.
2. To abide by accepted standards of good conduct and discipline while participating in any school function or activity and while going to and from school, whether riding on public or private conveyance, or walking.
3. To know and comply with school rules and regulations and school district policies established by the Moorhead School Board.
4. To refrain from disruptive behavior which may interfere with a teacher's right to teach and a student's right to learn.
5. To attend regularly scheduled class sessions as established by the schools.
6. To bring class materials required for daily classroom use and to complete assigned class work on time and according to instructions given by teacher.
7. To accept the authority of school personnel on school property, during school-sponsored off-campus events and on school transportation.
8. To follow policy and regulations during school-sponsored activities in or away from school regardless of time or place.
9. To obey all safety regulations in the educational setting.
10. To use appropriate language and to avoid cursing, profanity, or vulgarity.
11. To refrain from the use of threat of physical force, verbal abuse, threats, blackmail, the use, sale, or exchange of alcohol or any illegal drugs, tobacco products, theft, vandalism, and other illegal activities.
12. To refrain from bringing onto school property or to school-sponsored events any materials or items which would cause, or tend to cause, a disruptive activity or endanger the health of students or other persons. Students should note that lockers are school property and may be searched without cause or notice. Searches may be conducted under the authorization of the building administrator or a representative designated by the building administrator. Search of an area assigned to a student shall be made in the presence of an adult witness and, if practicable, in the presence of the student. Illegal items will be seized by school authorities, and police will be notified. Items which are used to disrupt or interfere with the educational process will be removed from the student's possession.
13. To discuss grievances, problems, or concerns with school staff.
14. To report to a school official any incidents of harassment, bullying, hazing or illegal activity.

IV. SCHOOL AND COMMUNITY RESPONSIBILITIES

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

A. SCHOOL BOARD RESPONSIBILITIES

1. To establish a discipline policy for the Moorhead Area Public Schools.
2. To hold the appropriate school employees responsible for the supervision of the behavior of students while legally under the supervision of the school.
3. To ensure the fair and consistent application of the MAPS Discipline Handbook.
4. To require that each building administrator, teacher, bus driver or other employee having direct responsibility for student behavior will prepare or agree to a plan for discipline that meets their needs and meets the approval of their immediate supervisor or administrator.

B. PARENT(S)/GUARDIAN(S) RESPONSIBILITIES

1. To assume the legal responsibility for the behavior of their son/daughter.
2. To teach the student self-discipline and respect for authority.
3. To familiarize themselves and their children with the MAPS Discipline Handbook, building handbooks, and other regulations.
4. To see that the student is ready to learn and has the necessary supplies.
5. To see that the student attends school regularly at the appointed time and to notify the school whenever their son/daughter is or will be absent.
6. To help maintain communication with the school by bringing matters of concern to the attention of the building administrator, the teacher, a guidance counselor, school nurse, or other appropriate school personnel.
7. To provide the school with a current telephone number and address through which the parent(s)/guardian(s) can be reached during the school day.
8. To cooperate with the school for the benefit of the student and to be available to meet with school officials when requested.

C. CENTRAL ADMINISTRATION RESPONSIBILITIES

1. To counsel, advise, and give firm support to the teachers and building administrator.
2. To require that all schools follow the MAPS Discipline Handbook in accordance with established policy.
3. To ensure the consistency of the application of the MAPS Discipline Handbook, the written discipline plans, and regulations in the school system.

4. To keep on file and annually disseminate up-to-date copies of the MAPS Discipline Handbook.
5. To keep the Superintendent informed of serious behavior problems and of the assistance given in correcting problem situations.
6. To notify all personnel in writing of their responsibilities relating to student behavior.

D. BUILDING ADMINISTRATOR RESPONSIBILITIES

1. To be responsible to the Superintendent in implementing the established discipline policy and building discipline plans.
2. To establish and implement rules and regulations governing conduct of students which are consistent with the Minnesota statutes and School Board policies.
3. To ensure that individual teachers have agreed-upon discipline plans.
4. To be readily available to handle discipline in an emergency.
5. To appoint a designee from the certified staff to assume authority in the building administrator's absence.
6. To delegate appropriate duties to the assistant building administrator.
7. To be responsible for informing students, parents/guardians, and community groups of the current rules and regulations.
8. To be responsible for discussion of the rules, rights, and responsibilities with students during their first week of school.
9. To impose suspension consistent with the Minnesota Pupil Fair Dismissal Act.
10. To recommend to the Superintendent the exclusion or expulsion of a student if necessary.
11. To assure that all system wide regulations and school rules regarding discipline are applied consistently.
12. To take prompt corrective action for referred violations of discipline regulations.
13. To inform the parent(s)/guardian(s) and involved staff members, when appropriate, of actions taken for referred violations.
14. To inform the parent(s)/guardian(s), upon request, of measures taken to assure student's rights and safety.
15. To report all illegal activities to appropriate authority as required by law or as necessary to maintain school discipline and order.
16. To take responsibility for and custody of a pupil removed from class.
17. To confer at least annually with school building employees to review the Discipline Handbook and discuss whether its provisions are enforced.

E. TEACHER RESPONSIBILITIES

1. To encourage all students to develop self-discipline and respect for authority.
2. To treat all students with dignity.
3. To recognize individual differences among students.
4. To prepare a classroom management plan that meets his/her needs and confer with the building administrator regarding the acceptability of the plan as it relates to the school's discipline philosophy, model and school district policy. Teachers will post and inform students and parents of classroom expectations.
5. To inform parent(s)/guardian(s) through standardized notification of student deficiency.
6. To ensure the enforcement of school rules as listed in the student handbook.
7. To refrain from the use of inappropriate expressions.
8. To use such reasonable measures as may be necessary to maintain a safe and orderly environment in the classroom, in the school building, on school property, and at school functions. A teacher has the authority to remove pupils from the classroom pursuant to procedures and rules established in the district's policy. (See Standards of Conduct)
9. To record and report classroom discipline problems to the building administrator.
10. To confer with support personnel for possible solutions to discipline problems.
11. To establish behavior/discipline guidelines for all students on field trips, and require adherence to those guidelines by all school employees and volunteers.

F. ALL OTHER SCHOOL PERSONS WITH RESPONSIBILITY FOR STUDENT CONDUCT

1. To maintain discipline according to all rules and regulations as outlined in the MAPS Discipline Handbook and all building handbooks.
2. To communicate or confer with teachers or administrators regarding discipline problems.
3. To deal with students in a firm, fair, and consistent fashion.

V. DISCIPLINARY ACTION OPTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Referral to In-school Support Services - means support services provided by the school or district, for example, structured study time, counseling, etc.

9. Suspension

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

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

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

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

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

(1) the parent(s)/guardian(s) requests a meeting;

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

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

(4) the removal constitutes a change of placement.

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

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

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

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

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

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

Suspension procedures:

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

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

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

(4) Suspension pending expulsion or exclusion - Notwithstanding the provisions of subdivisions 1

and 3, the pupil may be suspended pending the School Board's decision in the expulsion or exclusion hearing; provided that alternative educational services are implemented to the extent that suspension exceeds five days.

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

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

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

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

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

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

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

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

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

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

- k. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
- l. At a reasonable time prior to the hearing, the student, parent(s)/guardian(s), or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
- m. The student, parent(s)/guardian(s), or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
- n. The student, parent(s)/guardian(s), or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
- o. The student cannot be compelled to testify in the dismissal proceedings.
- p. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the School Board and served upon the parties within two (2) days after the close of the hearing.
- q. The School Board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The School Board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the School Board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
- r. A party to an expulsion or exclusion decision made by the School Board may appeal the decision to the Commissioner within twenty-one (21) calendar days of School Board action pursuant to Minn. Stat. 121A.49. The decision of the School Board shall be implemented during the appeal to the Commissioner.
- s. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
- t. The school district shall report each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report shall include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The dismissal report must include state student identification numbers of affected students.
- u. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent(s)/guardian(s) by mail of the student's right to attend and to be reinstated in the school district.
- v. The school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the

student's behavior and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

11. Alternative Program - "Alternative Program" means educational opportunities made available within the school district but possibly at a site different from a student's originally assigned school.

12. Referral to Learner Support Services - A student who has not been determined to be eligible for special education but is suspected of having a disability and in need of special education, may be referred to the Special Education Child Study Team at his/her school. If the student is evaluated and found to have a disability and also found to be a student in need of specialized instruction as identified in an IEP, the team will consider if a behavioral intervention plan or other behavioral supports are appropriate.

13. Referral to Juvenile Authorities or Police - If a student's misbehavior violates the law, juvenile authorities or police will be contacted by the building administrator or designated representative. Every reasonable attempt shall be made to notify parents/guardians at the same time juvenile authorities or police are called. If the officer indicates that he/she is arresting the pupil, with or without a warrant, that officer shall have complete jurisdiction and responsibility in the matter and the building administrator or designee shall not interfere with the student's removal from the building.

14. Restorative Discipline Measures:

a) Restorative Discipline is a type of discipline that seeks to restore damages made by the offending student. A reasonable followup to a destructive action may be to try to restore, replace, repair, cleanup or apologize, as the situation may dictate.

b) Restorative Justice is a process whereby all the parties with a stake in a particular offense come together to resolve collectively how to deal with the aftermath of the offense and its implications for the future. A restorative process consists of a face-to-face encounter in the presence of a trained facilitator. The affected parties are brought together by a facilitator to discuss how they and others have been harmed by the incident and how that harm might be repaired. Participants include the victim, the offender, individuals who support each of them and others who have been affected by the incident. Participation in the process is voluntary on the part of the victim or offender. This process is used in conjunction with the Clay County Restorative Justice Program.

15. Corporal Punishment

a. "Corporal punishment" means conduct involving:

- (1) hitting or spanking a person with or without an object; or
- (2) unreasonable physical force that causes bodily harm or substantial emotional harm.

b. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

16. Use Reasonable Force

a. A teacher or building administrator, in exercising the person's lawful authority, may use

reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

b. A school employee, school bus driver, or other agent of a district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

VI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, building administrator or other school district officials may provide additional notification as deemed appropriate.

VII. STUDENT DISCIPLINE RECORDS

A. It is the policy of the school district that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. A student's formal disciplinary record will be transferred to any private or public school where a student is enrolling, or seeking to enroll full time or part time. The transmittal must confirm with the Family Educational Rights and Privacy Act (FERPA). A student's expulsion, withdrawal or transfer from a school resulting from a weapons violation may only be disclosed to another school district relating to the admission of the student, unless the information is otherwise public.

B. The school district must report, through the Minnesota Department of Education electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. The report must include a statement of alternative educational services given the student and the reason for the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include the state student identification numbers of affected students.

VIII. DISABLED STUDENTS

Students who are currently identified as disabled under IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 Plan specified a necessary modification.

IX. STANDARDS OF CONDUCT

Students who have been expelled and/or excluded from other districts will be admitted to the Moorhead school district only after the preparation of an admission plan. This plan, which shall be developed by the school district, shall include measures to improve a student's behavior and require parental involvement in the admission process as well as indicating the consequences to the student of not improving the student's behavior.

In accordance with the Minnesota Pupil Fair Dismissal Act, students of the district may be disciplined, suspended, expelled, or excluded for the reasons delineated below in addition to other situations which fall within the grounds contained in the Minnesota Pupil Fair Dismissal Act:

A. Willful violation of any rule of conduct specified in the discipline policy adopted by the School

Board;

B. Willful conduct materially and substantially disrupting the rights of others to an education; and,

C. Willful conduct which endangers school district employees, the pupil or other pupils, or the property of the school.

Discipline should not be confused with punishment. The goal of discipline is a self-disciplined individual, with mature attitudes and socially acceptable standards of conduct. Disciplinary policies within the public schools shall be enforced within the general guidelines as set forth below. These guidelines describe clearly the various administrative actions which will be taken for violations of the law and the school district standards of behavior.

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the corrective actions in Section IV including detention, removal from class, in school suspension, out of school suspension, and restorative measures as fitting in a particular disciplinary situation.

This disciplinary policy will be applied to students with disabilities if: (1) an IEP Team for the student concludes that application of the disciplinary policy is indeed appropriate for the student, taking into consideration the student's disability; and, (2) if the disciplinary policy has been given to the student's parent(s)/guardian(s) with an indication that the team has concluded its application to be appropriate to the individual student.

Students may be subject to disciplinary action for conduct on or off school property which has a direct and immediate effect on the discipline or the general welfare of the school. This policy is particularly applicable where disciplinary action is reasonably necessary for the physical or emotional safety of the student, other students, teachers or other school personnel, or for the safety of school property. Measured by this standard, acts which may result in disciplinary action include but are not limited to the following:

(Continued)

Student Discipline (Continued)

Type: School Board Policy
Section: 500 STUDENTS
Code: 551
Adopted Date: 6/13/1989
Revised Date(s): 05/11/2009
Reviewed Date(s): 07/28/1992, 06/28/1994, 06/08/1998, 06/11/2001, 05/13/2002, 06/09/2003, 06/14/2004, 06/13/2005, 06/26/2006, 06/11/2007, 05/12/2008, 05/11/2009

Attached Files:

No Documents Found.

(Continued)

A. VIOLATIONS AGAINST PERSONS AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the corrective actions in Section IV including detention, removal from class, in school suspension, out of school suspension, and restorative measures as fitting in a particular disciplinary situation.

1. ASSAULT - IN POSSESSION OF WEAPON: A student who threatens bodily harm or death to another without material physical contact while in possession of a weapon.

- Parent(s)/Guardian(s) notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.

While the school district and the school takes a "Zero Tolerance" position on the possession, use or distribution of weapons by students, the Superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

2. ASSAULT - THREAT: A threat of bodily harm or death against another person, without material physical contact.

- Parent(s)/Guardian(s) conference
- Suspension

3. BULLYING: "Bullying" means any written, verbal or electronic expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to one or more students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance.

- Student conference

- Parent(s)/Guardian(s) notification

4. DIRECT ATTACK ON ANOTHER PERSON - Defined as attacking another person carried out by violent means, for example by hitting or knocking to the ground.

Students in grades K-5:

- Parent(s)/Guardian(s) conference

- 1-5 day suspension

Students in grades 6-12:

- Parent(s)/Guardian(s) conference

- Suspension

- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.

- Notification of police.

5. DIRECT ATTACK WITH A WEAPON

- Parent(s)/Guardian(s) notification

- Immediate out-of-school suspension

- Confiscation of weapon

- Immediate notification of police

- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.

6. DISRESPECTFUL LANGUAGE: Disrespectful language directed toward another person. -

Student conference

7. DISRUPTIVE BEHAVIOR IN THE CLASSROOM: "Disruptive Behavior" is defined as:

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

b. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school; and

c. Willful violation of any rule of conduct specified in the Discipline Handbook adopted by the School Board.

- Removal from class

- Parent(s)/Guardian(s)/Teacher conference prior to return

- Detention

8. FIGHTING: Fighting shall be characterized by a violent aggressive behavior by two or more individuals with the intent of inflicting physical harm upon one another and differentiated from "poking, pushing, shoving, or scuffling."

- Parent(s)/Guardian(s) conference

- Suspension

9. HARASSMENT: Harassment is participating in or conspiring with others to engage in harassing acts that injure, degrade, or disgrace other individuals. "Harassment" means any written, verbal or electronic expression, physical act or gesture, or pattern thereof. Harassment, whether willful or otherwise, includes offensive behavior relating to gender, religion, culture, disability, race, sexual orientation, and/or age.

- Student conference

- Detention

- Notification of parent(s)/guardian(s)

- Notification of Title IX Officer in cases of repeated sexual harassment.

10. HAZING: This means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization.

- Parent(s)/Guardian(s) conference
- Suspension

11. INTERFERENCE/OBSTRUCTION: "Interference" or "obstruction" means any action taken to attempt to prevent a staff member from exercising his or her legally assigned duties.

- Parent(s)/Guardian(s) conference
- Suspension

12. POSSESSION OF A WEAPON: "Possession" refers to having a weapon on one's person or in an area subject to one's control on school property or at a school activity.

- Parent(s)/Guardian(s) notification
- Immediate out-of-school suspension
- Confiscation of weapon
- Immediate notification of police
- Recommendation to the Superintendent for expulsion for a period of time not to exceed one year.

a. Definition: A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks, mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

b. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or nonfunctional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

c. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

A student who finds a weapon on the way to school or in the school building and takes the weapon immediately to the building administrator's office shall not be considered in possession of a weapon.

13. VERBAL ABUSE: Verbal assaults, or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people.

- Parent(s)/Guardian(s) conference
- Suspension

B. VIOLATIONS AGAINST PROPERTY AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the above-described corrective actions including restorative measures as fitting in a particular disciplinary situation.

1. **ARSON:** This is the intentional destruction or damage to any school building or property by means of fire or explosive.

- Immediate notification of legal authorities
- Suspension
- Parent(s)/Guardian(s) conference

2. **FALSE FIRE ALARMS**

- Immediate notification of legal authorities
- Suspension
- Parent(s)/Guardian(s) conference

3. **ROBBERY OR EXTORTION:** This refers to the obtaining of property from another person where his or her consent was induced by a use of force.

- Notification of legal authorities
- Suspension
- Parent(s)/Guardian(s) conference

4. **THEFT: PERSONAL PROPERTY:** This means the unauthorized taking of and/or the unauthorized possession of the property of another person.

- Notification of legal authorities
- Suspension
- Restitution
- Parent(s)/Guardian(s) conference

5. **THEFT OR UNAUTHORIZED POSSESSION OF SCHOOL PROPERTY:** This refers to the unauthorized taking of and/or the unauthorized possession of school property.

- Notification of legal authorities
- Suspension
- Restitution
- Parent(s)/Guardian(s) conference

6. **UNAUTHORIZED USE OF SCHOOL PROPERTY FOR NON-SCHOOL ACTIVITIES**

- Notification of legal authorities
- Parent(s)/Guardian(s) conference

7. **WILLFUL DAMAGE OF SCHOOL PROPERTY OR OF THE PROPERTY OF OTHERS:**

"Willful damage" is the intentional cutting, defacing, or damage of any property, real or personal belonging to the school district, or to any individual within the school setting.

- Notification of legal authorities
- Suspension
- Restitution
- Parent(s)/Guardian(s) conference

C. OTHER VIOLATIONS AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, administration retains the right to use any and all of the corrective actions as described in Section IV as fitting in a particular disciplinary situation.

1. **ALCOHOL:** This refers to the possession, use, or being under the influence of any alcoholic product while on the school grounds or at school sponsored activities.

- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent(s)/Guardian(s) conference
- Suspension from attending school-related activities as detailed below.

In addition, any student in possession, use or being under the influence of any alcoholic product while at a school-sponsored activity:

- 1st violation - The student will not be allowed to attend any school-sponsored activity for six (6) weeks,
- 2nd violation - The student will not be allowed to attend any school-sponsored activity for eight (8) weeks.
- 3rd violation - The student will not be allowed to attend any school-sponsored activity for the remainder of the school year.

(Note: Weeks are counted as calendar weeks.)

2. DANGEROUS DRUGS/CONTROLLED SUBSTANCES: This refers to the possession, sale, distribution, or use of any controlled substances as defined in Minnesota Statute 152.02 while on the school grounds or at school sponsored events.

- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent(s)/Guardian(s) conference
- Suspension from attending school-related activities as detailed below.

In addition, any student in possession, use or being under the influence of any alcoholic product while at a school-sponsored activity:

- 1st violation - The student will not be allowed to attend any school-sponsored activity for six (6) weeks,
- 2nd violation - The student will not be allowed to attend any school-sponsored activity for eight (8) weeks.
- 3rd violation - The student will not be allowed to attend any school-sponsored activity for the remainder of the school year.

(Note: Weeks are counted as calendar weeks.)

3. DISORDERLY CONDUCT: "Disorderly Conduct" refers to engaging in offensive, obscene, or abusive language or in boisterous and noisy conduct tending to arouse alarm, anger, or resentment in others.

- Student conference
- Parent(s)/Guardian(s) conference

4. GAMBLING: "Gambling" is defined as the playing of a game of chance for stakes.

- Student conference
- Parent(s)/Guardian(s) conference

5. TOBACCO - POSSESSION: Possession of any tobacco product by a student while on the school grounds or at school-sponsored events.

- Referral to legal authorities
- Parent(s)/Guardian(s) conference

6. TOBACCO - USE: This is defined as the use of any type of tobacco product, chewing, holding a lighted tobacco product, or exhaling smoke from the mouth or nose on school property or at school-sponsored activities.

- Referral to legal authorities
- Parent(s)/Guardian(s) conference

D. VIOLATIONS AGAINST SCHOOL ADMINISTRATIVE PROCEDURE AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the above-described corrective actions as fitting in a particular disciplinary situation.

1. CHRONIC AND UNEXCUSED ABSENTEEISM

- Parent(s)/Guardian(s)/Student Conference
- Detention
- Referral to Truancy Intervention Program

2. CONTINUAL WILLFUL DISOBEDIENCE: "Continual Willful Disobedience" means repeated refusal to follow school rules and regulations after conference resulting from the first violation.

- Suspension
- Parent(s)/Guardian(s) conference

3. DANGEROUS AND NUISANCE ARTICLES: A "Dangerous or Nuisance Article" is any article that, in the opinion of the school staff, may create danger, disturbance or may interfere with the normal conduct of the school. These devices may include but are not limited to: water guns, beepers, electronic games, and laser lights.

- Confiscation
- Student conference

4. DEFIANCE OF AUTHORITY: This is defined as willful refusal to follow the legal direction/order given by a staff member.

- Suspension
- Parent(s)/Guardian(s) conference

5. ELECTRONIC NETWORK ACCEPTABLE USE: This applies to the use and access to the school district computer system and safe use of the Internet, including electronic communications. The use of this resource is a privilege and not a right. The district may suspend or revoke a student's access to the electronic resources network if district policies for procedures have been violated.

- Parent(s)/Guardian(s) conference

6. LEAVING THE SCHOOL GROUNDS: This applies to leaving the school grounds during school hours without the proper clearance.

- Student conference
- Detention

7. MISBEHAVIOR ON SCHOOL BUS

Elementary (K-5)

1st offense -- Warning

2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 10 day suspension from riding the bus/meeting with parent(s)/guardian(s).

Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

* Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

Middle School and Secondary (6-12)

1st offense -- Warning

2nd offense -- 5 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

3rd offense -- 10 day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 20 day suspension from riding the bus/meeting with parent(s)/guardian(s).

5th offense -- Suspended from riding the bus for the remainder of the school year.

* Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

8. PERSONAL ELECTRONIC DEVICES (PEDs): Personal electronic devices include all electronic communication and entertainment devices that can be used by an individual that includes phones, cameras, music players, calculators, electronic games, video players, computers, and personal digital assistants.

a) The district shall not be liable for the loss, damage or misuse of any electronic device brought to school.

b) PEDs may not be attached to the school network with a wired or wireless connection.

c) Any PED that has the capability to take photographs or record video or audio shall not be used in restrooms, locker rooms or any other area that privacy is assumed.

d) PEDs may be used in designated areas during school hours. The building administration will determine the designated common areas. Those areas will be indicated by signage and outlined in the school handbook.

e) PEDs may only be used in the classroom with teacher approval.

f) PEDs are also governed by other district policies (e.g. harassment, copyright, acceptable use).

- Student conference

- Parent(s)/Guardian(s) conference

- Confiscation

9. RECORD AND IDENTIFICATION FORGERY: This category includes falsifying signatures or data as well as refusal to give proper identification when requested to do so by a staff member.

- Parent(s)/Guardian(s) conference

- Detention

10. SEVERE MISBEHAVIOR OR CONTINUED DISORDERLY CONDUCT ON SCHOOL BUS

- Denial of transportation on school bus according to district policy

11. STUDENT ATTIRE: This refers to student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership.

- Student conference

12. TRESPASSING: This refers to persons physically present on a school campus or at a school activity after being requested to leave by the building administrator or other person lawfully responsible for the control of said premises.

- Warning
- Referral to legal authorities
- Parent(s)/Guardian(s) conference

13. WILLFUL DISOBEDIENCE: "Willful Disobedience" is defined as any refusal to follow published school rules and regulations.

- Student conference

X. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Options Program (Minn. Stat. 124D.03) or Enrollment in Nonresident District (Minn. Stat. 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of sixteen (16) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XI. DISTRIBUTION OF POLICY

The MAPS Discipline Handbook is distributed to all students at the beginning of each school year and to all new students and parent(s)/guardian(s) upon enrollment. This policy shall also be available upon request in each building administrator's office and the district Web site (www.moorhead.k12.mn.us).

XII. REVIEW OF THE POLICY

The building administrator or other person having general control and supervision of the school, and representatives of parents/guardians, students and staff in a school building shall confer at least annually to review the discipline policy and to assess whether the policy has been enforced. The Moorhead School Board must conduct an annual review of the districtwide discipline policy.

Legal References:

Minnesota Statute, Chapter 13 (Minnesota Government Data Practices Act)
Minnesota Statute, 120B.02 (Educational Expectations for Minnesota Students)
Minnesota Statute, 120B.232 (Character Development Education)
Minnesota Statute, 121A.26 (School Preassessment Teams)
Minnesota Statute, 121A.27 (School and Community Advisory Team)
Minnesota Statute, 121A.29 (Reporting; Chemical Abuse)

Minnesota Statute, Sections 121A.40 to 121A.56 (Pupil Fair Dismissal Act)
Minnesota Statute, 121A.575 (Alternatives to Pupil Suspension)
Minnesota Statute, 121A.582 (Reasonable Force)
Minnesota Statute, 121A.60-121A.61 (Removal From Class)
Minnesota Statute, 123A.05 (Area Learning Center Organization)
Minnesota Statute, 124D.03 (Enrollment Options Program)
Minnesota Statute, 124D.08 (Enrollment in Nonresident District)
Minnesota Statute, Chapter 125A (Students With Disabilities)
Minnesota Statute, Chapter 260A (Truancy)
Minnesota Statute, Chapter 260C (Juvenile Court Act)
20 U.S.C. 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. 794 *et seq.* (Rehabilitation Act of 1973, 504)
34 C.F.R. 300.530(e)(1) (Manifestation Determination)

Cross References:

Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 515: School District Student Attendance
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 571: Hazing Prohibition
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School
Moorhead School Board Policy 573: Tobacco-Free Environment
Moorhead School Board Policy 574: Search of Student Lockers, Desks, Personal Possessions, and Student's Person
Moorhead School Board Policy 575: Student Use and Parking of Motor Vehicles, Patrols, Inspections and Searches
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy
Moorhead School Board Policy 577: Student Dress and Appearance
Moorhead School Board Policy 578: Bullying Prohibition
Moorhead School Board Policy 721: Student Transportation Safety
Moorhead School Board Policy 730: School District Copyright Policy
Moorhead School Board Policy 731: Moorhead Public Schools Electronic Network Acceptable Use and Safety

Policies Incorporated by Reference for Students

Type:	School Board Policy
Section:	500 STUDENTS
Code:	599
Adopted Date:	10/13/2003
Revised Date(s):	05/11/2009
Reviewed Date(s):	05/09/2005, 06/12/2006, 02/12/2007, 11/26/2007, 05/11/2009
Attached Files:	No Documents Found.

I. PURPOSE

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

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools
Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 221: School Board Policy Development, Adoption, Implementation, and Review
Moorhead School Board Policy 303: Public Right to Know/Release of Information
Moorhead School Board Policy 420: Chemical Use and Abuse
Moorhead School Board Policy 609: Inclusive Educational Program
Moorhead School Board Policy 630: Organization of School Calendar and School Day
Moorhead School Board Policy 632: Field Trips
Moorhead School Board Policy 633: Patriotic Exercises
Moorhead School Board Policy 634: Religion
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy
Moorhead School Board Policy 650: School District System Accountability
Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards
Moorhead School Board Policy 656: ~~Basic Skills~~ GRAD Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students
Moorhead School Board Policy 660: Moorhead Area Public Schools State Mandated Testing Plan and Procedure
Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities
Moorhead School Board Policy 711: Severe Weather Related School Closings
Moorhead School Board Policy 712: Safety and Security Technology
Moorhead School Board Policy 720: Student Transportation Eligibility Guidelines
Moorhead School Board Policy 721: Student Transportation Safety
Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network Acceptable Use and Safety
Moorhead School Board Policy 831: Rental of District Musical Instruments
Moorhead School Board Policy 905: Visitors to Moorhead Area Public School Buildings and Sites

Moorhead School Board Policy 907: Rewards

Students are charged with notice that the above cited policies are also applicable to students; however, students are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Curriculum and Instruction Goals of Moorhead Area Public Schools

Type:	School Board Policy
Section:	600 EDUCATION PROGRAMS
Code:	601
Adopted Date:	8/11/2003
Revised Date(s):	11/26/2007
Reviewed Date(s):	11/26/2007
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for Moorhead Area Public Schools that encompasses the Minnesota Academic Standards and the federal No Child Left Behind Act.

II. GENERAL STATEMENT

It is the policy of Moorhead Area Public Schools to establish learner results toward which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

A. "Instruction" means methods of providing learning experiences that enable students to meet state and school district academic standards and graduation requirements.

B. "Curriculum" means school district or school adopted programs and written plans for providing student learning experiences that lead to expected knowledge and skills.

IV. STUDENT PERFORMANCE GOALS

A. All students will be required to demonstrate essential skills as determined at each grade level and in the Minnesota Academic Standards to participate in lifelong learning. These skills include:

1. Reading and literature; writing; and listening, speaking and viewing.
2. Concepts in reasoning; number sense, computation and operations; patterns, functions and algebra; data analysis, statistics and probability; and spatial sense, geometry and measurement.
3. Development, Hhistory and nature of science; earth and space science; physical science; and life science.
4. Literary arts, media arts, music, theater, and visual arts.
5. History, humanities and the social sciences.

B. Each student will have the opportunity to acquire 21st century skills, knowledge and expertise to

succeed in life and work in the 21st century. These skills include:

1. Information and communication skills (information and media literacy skills; communication and technical skills).
2. Thinking and problem-solving (critical thinking and systems thinking; problem identification, formulation and solutions; creativity and intellectual curiosity).
3. Interpersonal and self-direction skills (interpersonal and collaborative skills; self-direction; accountability and adaptability; social responsibility; lifetime wellness).
4. Global awareness to include world language, cultural responsiveness and environmental sustainability.
5. Financial, economic and business literacy, and developing entrepreneurial skills to enhance workplace productivity and career options and;
6. Civic literacy.

V. RESPONSIBILITY

A. The Superintendent or designee shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long range curriculum development program. Timelines shall be determined by the Superintendent or designee that will provide for periodic reviews of each curriculum area (Administrative Procedure 601.1).

B. It shall be the responsibility of the Superintendent or designee to keep the Moorhead School Board informed of all state-mandated curriculum changes, as well as recommended discretionary changes and to periodically present recommended modifications for School Board review and approval.

C. The Superintendent shall have discretionary authority to develop guidelines and directives to implement School Board policy relating to curriculum development.

Legal References:

~~Minnesota Statute 120A.22 (Compulsory Instruction)~~
~~Minnesota Statute 120B.02 (Educational Expectations for Minnesota Students)~~
~~Minnesota Statute 120B.10 (Findings, Improving Instruction and Curriculum)~~
~~Minnesota Statute 120B.11 (School District Process)~~
~~Minnesota Rule 3500.0550 (Inclusive Educational Program)~~
20 U.S.C. 5801, et seq. (National Education Goals 2000)
20 U.S.C. 6301, et seq. (No Child Left Behind Act)

Cross References:

Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy
Moorhead School Board Policy 660: Moorhead Area Public School District State Mandated Testing Plan and Procedure
Moorhead School Board Policy 656: ~~Basic Standards~~ GRAD Testing, Accommodations, Modifications, and Exemptions for IEPs, Section 504 Accommodations and LEP Students
Moorhead School Board Policy 650: School District System Accountability

Extended School Year for Students with Individualized Education Programs

Type:	School Board Policy
Section:	600 EDUCATION PROGRAMS
Code:	604
Adopted Date:	2/11/2002
Revised Date(s):	04/10/2006
Reviewed Date(s):	04/10/2006
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to ensure that Moorhead Area Public Schools comply with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary as part of a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

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

B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:

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

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

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

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

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

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

F. Services to Nonresident Students Temporarily Placed in School District.

The Moorhead Area Public Schools may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References:

Minnesota, Rules Part 3525.0755

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

34 C.F.R. Part 300

Cross References:

Moorhead School Board Policy 602: Special Education Programs

Moorhead School Board Policy 603: Special Education Policies and Procedures

Selection of Textbooks and Instructional Materials

Type:	School Board Policy
Section:	600 EDUCATION PROGRAMS
Code:	620
Adopted Date:	12/13/1988
Revised Date(s):	06/12/2006
Reviewed Date(s):	12/13/1988, 04/27/1993, 04/27/1998, 06/10/2002, 06/12/2006
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

II. GENERAL STATEMENT OF POLICY

A. The Moorhead School Board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The School Board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

B. Moorhead Area Public Schools shall provide a wide range of instructional resources at varying levels of difficulty, with a wide diversity of appeal, presenting different points of view and allowing the review of allegedly inappropriate instructional resources through established procedures. The Moorhead School Board supports the principles of intellectual freedom inherent in the First Amendment to the Constitution of the United States as expressed in official statements of professional associations. (Copies of these documents are available at the district media office.)

C. For the purpose of this statement of policy, the term "materials" will refer to any person(s) or any material(s) (whether acquired or locally produced) with instructional content or function that is available or unavailable for formal or informal teaching/learning purposes. The term "unavailable" refers to a resource that has been denied inclusion. Resources include, but are not limited to, textbooks, other books, supplementary reading and informational materials, charts, community resource people, agencies and organizations, dioramas, filmstrips, kits, machine readable data files, maps, microforms, models, motion pictures, periodicals, transparencies, video recordings, computer software, DVDs, plays, concerts, athletic events, and written and performed music.

III. RESPONSIBILITY FOR SELECTION

A. While the Moorhead School Board retains its authority to make final decisions on the selection of textbooks and instructional materials, the School Board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the School Board delegates to the Superintendent the responsibility to direct the professional staff in formulating recommendations to the School Board on textbooks and other instructional materials.

B. While selection of materials involves many people, including library/media specialists, teachers, students, supervisors, administrators, and community persons, the responsibility for coordinating and recommending the selection and purchase of instructional resources rests with the licensed professional personnel whose responsibility it is to know the curriculum, the students, and the philosophy of the school system.

C. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials which:

1. support the goals and objectives of the education programs;
2. consider the needs, age and maturity of students.
3. foster respect and appreciation for cultural diversity and varied opinion;
4. fit within the constraints of the school district budget;
5. permit grade-level instruction for students to read and study the United States of America's founding documents, including documents that contributed to the foundation or maintenance of the United States of America's representative form of limited government, the Bill of Rights, or free-market economic system, and patriotism; and
6. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamation, or records.

D. The Superintendent or designee has developed procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees (Administrative Procedures 620.1 and 620.6).

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

A. The Superintendent or designee shall be responsible for keeping the School Board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.

B. The Superintendent shall present a recommendation to the School Board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy (Administrative Procedure 620.1 and 620.6).

C. Resources shall support the educational goals of the school district, and the goals and objectives of individual schools and specific courses (Administrative Procedure 620.3).

D. Resources shall support the individual student learning styles, curricula needs, and be appropriate for the age, emotional and social development, and ability level of the students for whom the resources are selected.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

A. The School Board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.

B. The Superintendent shall be responsible for the guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials. (Administrative Procedure 620.4)

VI. PROCEDURE FOR REVIEW OF CURRICULUM CONTENT AND ALTERNATIVE INSTRUCTION

A. Parental Curriculum Review:

The Moorhead Area Public Schools has a procedure for a parent, guardian or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor

child or to an adult student and, if the parent, guardian or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian or adult student if the alternative instruction, if any, offered by the School Board does not meet the concerns of the parent, guardian or adult student.

The Moorhead School Board is not required to pay for the costs of alternative instruction provided by a parent, guardian or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

Procedures for review of curriculum content and alternative instruction are incorporated into School Board Policy 231 and Administrative Procedures 620.1 and 620.2.

The intent of the procedure is to provide parents, guardians, or adult students the opportunity to review assigned instructional materials, address concerns and propose alternative instruction for the individual student. Administrative procedures for the review of curriculum content and alternative instruction are outlined in the procedure document.

The intent is not to interfere with the rights of others to receive the instruction in question, nor does it relieve the student from meeting state and district-level essential learner outcomes.

Legal References:

Minnesota Statute, 120A.22, Subd. 9 (Compulsory Instruction - Curriculum)

Minnesota Statute, 120B.235, Subd. 9 (American Heritage Education)

Minnesota Statute, 123B.02, Subd. 2 (General Powers of Independent School Districts)

Minnesota Statute, 123B.09, Subd. 8 (School Board Responsibilities)

Minnesota Statute, 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)

Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)

~~*Board of Educ. v. Barnette*, 319 U.S. 589, 875 S.Ct. 675, 17 L.Ed. 2d 629 (1967)~~

Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

~~*Webster v. New Lenox Sch. Dist.*, 917 F.2d 1004 (7th Cir. 1990)~~

Cross References:

Moorhead School Board Policy 201: School Board Legal Status

Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee

Moorhead School Board Policy 730: School District Copyright Policy

Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network Acceptable Use and Safety

Moorhead Area Public Schools Graduation Policy

Type:	School Board Policy
Section:	600 EDUCATION PROGRAMS
Code:	640
Adopted Date:	7/30/1985
Revised Date(s):	02/11/2008
Reviewed Date(s):	04/01/1990, 04/14/1994, 06/08/1998, 05/09/2005, 04/10/2006, 02/11/2008
Attached Files:	No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

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 1 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.
 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. 10.5 Elective Courses and Standards -- Class of 2007 and 2008

b. 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.

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 Statute 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(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)
Minn. Stat. 120B.021 (Required Academic Standards)
Minnesota Statute, 120B.023 (Benchmarks)
Minnesota Statute, 120B.024 (Graduation Requirements; Course Credits)
Minn. Stat. 120B.30 (Statewide Testing and Reporting System)
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 3501.0505-3501.063745 (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 Standards~~ GRAD Testing, Accommodations,
Modifications, and Exemptions for IEPs, Section 504 Accommodations and LEP Students

School District System Accountability

Type:	School Board Policy
Section:	600 EDUCATION PROGRAMS
Code:	650
Adopted Date:	8/26/2002
Revised Date(s):	05/11/2009
Reviewed Date(s):	11/10/2003, 06/13/2005, 06/11/2007, 05/12/2008, 05/11/2009
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding implementation of the Minnesota Academic Standards and the No Child Left Behind Act.

II. GENERAL STATEMENT

Implementation of the Minnesota Academic Standards and No Child Left Behind Act will require a new level of accountability for the Moorhead Area Public Schools. The school district ~~also~~ will establish a system to review and improve instruction, curriculum and assessment which will include substantial input by students, parents/guardians and local community members. The school district is accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. "Course credit" is equivalent to a student successfully completing an academic year of study or a student mastering the applicable subject matter as determined by the school district.

B. "Graduation Standards" means the course credit requirements and ~~Profile of Learning content standards or~~ Minnesota Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The Moorhead School Board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and the No Child Left Behind Act. The broad goals shall be reviewed annually and approved by the School Board. The School Board shall adopt annual goals based on the recommendations of the Instruction and Curriculum Advisory Committee (ICAC).

2. The improvement goals should address recommendations identified through the advisory committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may be developed through an evaluation of student progress and a locally determined process.

B. System for Reviewing All Instruction and Curriculum

Incorporated in the process is the analysis of the school district's progress toward implementation of

the Minnesota Academic Standards (Administrative Procedure 650.1).

C. Advisory Committee for Comprehensive Continuous Improvement of Student Achievement

1. By October of each year, the ICAC will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The ICAC, working in cooperation with other committees of the school district (Technology, Grade Level, Curriculum and Assessment Committees, etc.) will provide active community participation in:

a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota ~~Graduation~~ Academic Standards;

b. Identifying annual instruction and curriculum improvement goals for recommendation to the School Board;

c. Making recommendations regarding the evaluation process that is used to measure school district progress toward its goals;

d. Making recommendations regarding the development of the "Annual Report on Curriculum, Instruction and Student Achievement."

3. The ICAC shall meet the following criteria:

a. The advisory committee shall ensure active community participation in all planning for instruction and curriculum affecting graduation standards.

b. The advisory committee shall make recommendations to the School Board on school district-wide standards, assessments and program evaluation.

c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

d. A local process shall be used for developing a plan for assessment of student progress toward the academic standards as well as program evaluation data for use by the advisory committee in the instruction and curriculum review process. This plan shall annually be approved by the School Board.

4. The advisory committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community. Included in its membership should be:

a. Director of ~~Curriculum and Professional Development~~ School Improvement and Accountability

b. Building administrator

c. School Board member, representative and alternate

d. Two high school student representatives

e. Elementary teacher, secondary teacher, special education teacher, and teacher representing gifted and talented

- f. Two parents/guardians from each school
- g. Two representatives of senior citizens
- h. Two representatives of higher education
- i. Representatives reflecting the diversity of the community
- j. One clergy representative

5. The advisory committee shall meet the following timeline each year:

September: Organizational meeting of the committee to review the authorizing legislation and the roles and responsibilities of the committee as determined by the School Board. Provide direction to and review "Annual Report on Curriculum, Instruction and Student Achievement."

October: Become familiar with the instruction and curriculum of the cycle content area.

September, May: Review evaluation results and prepare recommendations.

December: Present recommendations to the School Board for its input and approval.

D. Evaluation of Student Progress Committee

A committee of licensed professional staff shall develop a plan for assessment of student progress toward the ~~Graduation~~ Minnesota Academic Standards, as well as program evaluation data for use by the advisory committee in the instruction and curriculum review process. This plan shall annually be approved by the School Board.

E. Reporting

An "Annual Report on Curriculum, Instruction and Student Achievement" shall be approved by the School Board by October 1 of each year. The reports shall be published in the newspaper with the largest circulation in the district, by mail or by electronic means such as the school district Web site. If electronic means are used, the school district must publish notice of the report in a periodical of general circulation in the district. The school district must make copies of the report available to the public on request. ~~A copy shall be sent to the Commissioner of the Minnesota Department of Education by October 15th of each year.~~ The public report shall include, but not be limited to, the following:

1. Student achievement goals for meeting the state academic standards;
2. Result of local assessment data, including all data required by Minnesota Rule, Part 3501.0160;
3. School district improvement plans including staff development goals;
4. Progress on previous improvement plans;
5. Amount and type of revenue attributed to each educational site as defined in Minnesota Statutes 123B.04;
6. Names of advisory committee members, dates their terms expire, method of selection and application dates;
7. Periodic reports on constituencies' satisfaction with schools;

8. Biennial evaluations of the school district testing program according to the following:

- a. written objectives of the assessment program;
- b. names of tests and grade levels tested;
- c. use of test results; and
- d. student achievement results compared to previous years.

Legal References:

Minnesota, Statute, 120B.02 (Educational Expectations for Minnesota's Students)
Minnesota, Statute, 120B.11 (School District Process for ~~Reviewing Curriculum, Instruction, and Student Achievement~~)
Minnesota, Statute, 120B.35 (Student ~~Academic~~ Achievement and Progress Levels)
Minnesota, Statute, 123B.04 (Site Decision Making Agreement)
Minnesota, Rule Parts 3501.0010 - 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)
Minnesota, Rules Part 3501-0160 (District Reporting Requirements)
Minnesota, Rule Parts 3501.0200 - 3501.0290 (Rules Relating to Graduation Standards - Written Composition)
Minn. Rules Part 3501.0160 (District Reporting Requirements)
Minnesota, Rules Parts 3501.0505 - 3501.063745 (K-12 Standards)
20 U.S.C. 6301, *et seq.* (No Child Left Behind Act)

Cross References:

Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee
Moorhead School Board Policy 601: Curriculum and Instruction Goals of Moorhead Area Public Schools
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy
Moorhead School Board Policy 652: Staff Development for Minnesota Academic Standards and the No Child Left Behind Act
Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards
Moorhead School Board Policy 656: ~~Basic Standards~~ GRAD Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students
Moorhead School Board Policy 660: Moorhead Area Public Schools State Mandated Testing Plan and Procedure

Credit for Learning of Minnesota Graduation Standards

Type:	School Board Policy
Section:	600 EDUCATION PROGRAMS
Code:	653
Adopted Date:	8/26/2002
Revised Date(s):	05/12/2008
Reviewed Date(s):	06/14/2004, 05/09/2005, 05/12/2008
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to recognize student achievement which occurs in Post-~~S~~secondary Enrollment Options and other advanced enrichment programs.

II. GENERAL STATEMENT

It is the policy of Moorhead Area Public Schools to develop and provide processes and procedures by which students may meet a graduation requirement for a content standard, whether the school district offers the content standard in its curriculum or the student accomplishes the work in another learning environment. The school district will provide a process for transfer of standards completed in another Minnesota school district, recognition of work completed in other schools and post-secondary institutions, and credit for standards achieved in extracurricular activities, activities outside the school, previous learning, and community and work experiences. The Moorhead School Board may also waive the content standards for certain students if the criteria for such waivers are met.

III. TRANSFER OF CONTENT STANDARDS

- A. The school district will transfer high school content standards achieved in earlier grades or in other schools on standards-based programs to the student's record upon admission, completion of a summer school program or the like.
- B. When a student transfers into the school district from another Minnesota public school district, any standards completed in the sending school district, along with scores recorded by the sending district, shall be recorded as completed with a notation indicating the identity of the school district from which the records are transferred.
- C. Students ~~may~~ will be advised of the opportunities available to complete further requirements and electives as part of the registration process.

IV. RECOGNITION OF COMPLETED WORK

- A. The school district will translate work completed by students, including those with special needs, in schools (K-12, post-secondary or other) which have not reported achievement according to the Minnesota Graduation Standards, into standards completion equalizations.

B. When a student transfers into the school district with a transcript from a school or school district other than a Minnesota public school district, the following shall be the policy and procedure for recognizing such previous achievement:

1. A panel consisting of the high school building administrator, counselor and appropriate teaching staff shall review the criteria for judging transfer of student standard completion. When the student has been scored with a performance assessment that fulfills or approximates the provisions of a full standard, the standards completed shall be treated as if they had been accomplished in a Minnesota public school;

2. When the course, topic or content of a Minnesota high school content standard has been completed, but through requirements which do not parallel or approximate the content standards adopted by the school district, the standard shall be declared achieved, no score shall be assigned, and the transcript shall indicate that the standard has been "equalized from a transcript from [name of sending institution]."

3. Effort shall be made to ascertain the content of courses, programs, and learning previously achieved to credit the student as fully as possible for previous learning. This may include asking the student or the sending school to verify content of completed courses and programs when that content is not clear from the transcript.

V. CREDIT BY ASSESSMENT

A. The school district will provide students, including those with special needs, with the opportunity to receive credit for standards achieved in extracurricular activities, activities outside of school, previous learning, and community and work experiences.

B. When a student requests recognition of work completed but for which no academic transcript exists, the student shall make application (Administrative Procedures 653.1 and 653.2) to the building administrator.

C. Not more than sixty (60) days after the application is filed, the building administrator shall inform the student and the student's parents/guardians what evidence must be presented to certify the completion of the standard. Evidence of completion might include letters of support and explanation from individuals or organizations who have actually witnessed the student's demonstration of the standard, oral or written tests or interviews, actual performances or demonstrations assessed by school district staff or others knowledgeable in the specifications of the standard, and/or other as appropriate for the individual situation.

D. Upon the building administrator's determination of successful submission of the required evidence, the standard shall be noted on the transcript, and a notation of where and when the standard was completed and verified.

VI. VARIATIONS OF CONTENT STANDARDS

A. Rigorous Course of Study - Waiver.

1. Upon application of a student, with approval of the student's parent/guardian and with the recommendation of the student's teacher, the school district must declare that a student has

completed a content standard if the School Board determines that:

a. the student is participating in a course of study, including an advanced placement or a learning opportunity outside the curriculum of the school district that is equally or more rigorous than the content standard required by the school district or state Graduation Rule; and

b. achieving the content standard to be waived would preclude the student from participating in the rigorous course of study or learning opportunity.

2. ~~A waiver may not have the effect of a student's graduating with no completed content standards in any of the learning areas one through nine of the Profile of Learning and a waiver should rarely be granted from more than one requirement.~~

3. Application for a waiver will be considered only if the application is submitted not more than eighteen (18) months and not less than six (6) months prior to the student's anticipated graduation date.

4. A waiver will be revoked if the student fails to successfully complete the alternative rigorous program.

VII. POST-SECONDARY ENROLLMENT CREDIT

A. A student who satisfactorily completes a post-secondary enrollment options course or program or an appropriately accredited on-line learning course or program under Minn. Statute 124D.09, that has been approved as meeting the necessary requirements, is not required to complete other requirements of the ~~Profile of Learning Content Standards~~/Minnesota Academic Standards adopted by the school district corresponding to that specific rigorous course of study.

B. Secondary credits granted to a student through a post-secondary enrollment options course or program or an appropriately accredited on-line learning course or program shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.

C. A list of the courses or programs meeting the necessary requirements may be obtained from the building administrator or counselor.

Legal References:

~~Minnesota Statute~~, 120B.02 (Educational Expectations for Minnesota's Students)

Minn. Stat. 120B.021 (Required Academic Standards)

~~Minnesota Statute~~, 120B.11 (School District Process)

~~Minnesota Statute~~, 124D.09 (Post-secondary Enrollment Options Act)

Minn. Stat. 124D.095 (Online Learning Option)

Minn. Rules Parts 3501.0010-3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)

~~Minnesota Rule~~ Parts 3501.0200 - 3501.0290 (Rules Relating to Graduation Standards - Written Composition)

~~Minnesota Rule Parts 3501.0300 - 3501.0469 (Rules Relating to Graduation Standards - Profile of Learning)~~

~~Minnesota Rule~~ Parts 3501.0505 - 3501.063745 (K-12 Standards)

Cross References:

Moorhead School Board Policy 104: Mission Statement

Moorhead School Board Policy 601: Curriculum and Instruction Goals of Moorhead Area Public Schools

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

Moorhead School Board Policy 650: School District System Accountability

Moorhead School Board Policy 656: ~~Basic Skills~~ GRAD Testing, Accommodations, Modifications, and Exemptions for IEPs, Section 504 Accommodations and LEP Students

Moorhead School Board Policy 660: Moorhead Area Public Schools ~~District~~ State Mandated Testing Plan and Procedure

Basic Skills Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students

Type:	School Board Policy
Section:	600 EDUCATION PROGRAMS
Code:	656
Adopted Date:	8/26/2002
Revised Date(s):	12/08/2008
Reviewed Date(s):	03/08/2004, 05/09/2005, 06/11/2007, 05/12/2008, 12/08/2008
Attached Files:	No Documents Found.

Titled to be revised as follows: ~~Basic Skills~~ GRAD Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodations and Limited English Proficiency (LEP) Students

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having an Individualized Education Program (IEP), Section 504 Accommodation, or Limited English Proficiency (LEP) needs to meet the graduation requirements of ~~basic standards~~ Graduation-Required Assessment for Diploma (GRAD) testing.

II. GENERAL STATEMENT

A. The Moorhead Area Public Schools will utilize the existing annual review of IEPs or Section 504 Accommodation Plans to review, on a case-by-case basis, the extent of student participation in ~~basic standards~~ GRAD testing.

B. Students with LEP needs must be identified and accommodations made.

III. DEFINITION OF TERMS

See "Procedures Manual for the Minnesota Assessments" document located on the Minnesota Department of Education's Web site at: [http://www.education.state.mn.us/MDE/Accountability Programs/Assessment and Testing/DAC Corner/Policies Procedures Guidelines/index.html](http://www.education.state.mn.us/MDE/AccountabilityPrograms/Assessment%20and%20Testing/DAC%20Corner/Policies%20Procedures%20Guidelines/index.html).

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR ~~BASIC STANDARDS~~ GRAD TESTING

See Chapter 5 in the Minnesota Procedures Manual for Minnesota Assessments document located on the Minnesota Department of Education's Web site at: [http://www.education.state.mn.us/MDE/Accountability Programs/Assessment and Testing/DAC Corner/Policies Procedures Guidelines/index.html](http://www.education.state.mn.us/MDE/AccountabilityPrograms/Assessment%20and%20Testing/DAC%20Corner/Policies%20Procedures%20Guidelines/index.html).

✓ All accommodations shall be determined through the child study process and/or the counseling department. A process will be arranged for collection of the the accommodation, modification, or exemption data in the fall of the school year. All test accommodations, modifications, or exemptions shall be reported to the District Assessment Coordinator. The District Assessment Coordinator shall be responsible for keeping a list of all such test accommodations, modifications and exemptions for school district audit purposes. This will be done yearly by December 1. Testing results will be documented and reported.

Legal References:

Minnesota, Statute, 120B.11 (School District Process)

Minnesota, Statute, 120B.30 (Statewide Testing and Reporting System)

Minnesota, Rule Parts 3501.0010 - 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)

Minnesota, Rule Parts 3501.0200 - 3501.0290 (Rules Relating to Graduation Standards - Written Composition)

Minnesota, Rule Parts 3501.0505 - 3501.063745 (K-12 Standards)

Cross References:

Moorhead School Board Policy 104: Mission Statement

Moorhead School Board Policy 601: Curriculum and Instruction Goals of Moorhead Area Public Schools

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

Moorhead School Board Policy 650: School District System Accountability

Moorhead School Board Policy 660: Moorhead Area Public School District State Mandated Testing Plan and Procedure