

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

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S-MG-BDS
13 Sept 2010

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

September 13, 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 High School boys golf team for placing fourth in the 2010 state golf tournament. Team members are Logan Arnold, Bryant Buckellew, Logan Ness, Micah Megorden, Tyler Rustad and Ben Welle. Head coach is Eric Tollefson and the assistant coach is Kay Peterson.

   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 August 9 and 23, 2010 Meeting Minutes and August 19, 2010 Special Meeting Minutes - Pages 5-12

B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak
   (1) Approval of September Claims - Page 13
   (2) Approval of Donation - Page 14
   (3) Approval of Contracts for Supplemental Educational Services (SES) - Pages 15-57

C. HUMAN RESOURCES MATTERS - Hiedeman
   (1) Approval of Family/Medical Leaves - Page 58
   (2) Approval of Other Leave of Absence - Page 59
   (3) Approval of Resignations - Page 60
   (4) Approval of Change in Contract - Page 62
   (5) Approval of New Employees - Pages 62-63

D. LEARNER SUPPORT SERVICES MATTERS - Skarvold

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

Moved by _____ Seconded by _____
Comments _____

3. **MOORHEAD HIGH SCHOOL HALL OF HONOR**: Kovash
Pages 64-67

4. **OPENING ENROLLMENT**: Kazmierczak
Pages 68-70

5. **EDUCATION JOBS FUND BILL (EduJobs)**: Kazmierczak
   Page 71

6. **SUPPLEMENTAL EDUCATIONAL SERVICES (SES)**: Kazmierczak
   Page 72

7. **COMMITTEE REPORTS**

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

9. **ADJOURNMENT**

CALENDAR OF EVENTS

Event	Date	Time	Place
Hopkins PTAC	September 14	6:30 pm	Media Center
Reinertsen PTAC	September 14	6:30 pm	Media Center
Community Ed Adv Council	September 14	7 pm	PCE
Interagency Early Interv Com	September 15	12 pm	FSC
Horizon Community Listening Session	September 16	7 pm	Media Center
MHS Community Listening Session	September 20	7 pm	Media Center
Hopkins Community Listening Session	September 21	7 pm	Media Center
Safe & Healthy Learners Com	September 21	3 pm	PCE
Title 1 District Parent Adv Com	September 21	5:30 pm	PCE
Reinertsen Community Listening Session	September 23	7 pm	Media Center
School Board	September 27	7 pm	PCE
Technology Committee	September 28	3:45 pm	PCE
PCE Community Listening Session	September 28	7 pm	PCE
Asp Community Listening Session	September 30	7 pm	Media Center

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

MEMBERS ABSENT: Lisa Erickson.

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: Superintendent Kovash recommended the agenda proceed with a revision to page 25.

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

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Minutes - Approve the June 28, 2010 revised meeting minutes, July 19, 2010 special meeting minutes and July 19, 2010 meeting minutes as presented.

Claims - Approve the August Claims, subject to audit, in the amount of $1,060,124.64.

General Fund:	$1,032,583.21
Food Fund:	$12,125.34
Community Service Fund:	$15,416.09
TOTAL	$1,060,124.64

Family/Medical Leave

Monica Peterson - Math Teacher, Moorhead High School, effective July 16, 2010 through October 4, 2010.

Catherine Johnson - Elementary Teacher, S.G. Reinertsen School, effective July 23, 2010 until January 2, 2011.

Early Retirement

Charlene Parker - Paraprofessional, Moorhead High School, effective August 20, 2010.

Leave of Absence

Paula Frazee-Sperling - Elementary Teacher, Ellen Hopkins School, effective for the 2010-2011 school year.

Change in Contract
Kim Melander - LSS Teacher, Red River Area Learning Center/Detention to .50 Title/.50 LSS Teacher, Ellen Hopkins School, effective August 31, 2010 (replaces Elizabeth Luhman and Nancy Vigen).

Resignations
Lori Woods - Elementary Teacher, S.G. Reinertsen School, effective July 26, 2010.
Penny Yackley - Paraprofessional, Moorhead High School, effective July 20, 2010.
Janine Davis - Paraprofessional, Ellen Hopkins School, effective August 3, 2010.
Zikiri Ahmed - Lunchroom Supervisor, Horizon Middle School, effective June 3, 2010.
AnnMarie Sepeda - Lunchroom Supervisor, Horizon Middle School, effective June 3, 2010.
Britta Dwyer - Home/School Liaison, Red River Area Learning Center, effective August 4, 2010.

New Employees
Katie Oster - Learner Support Services Teacher, Robert Asp School, BA+20 (1), $35,839.00, 1.00 FTE, effective August 31, 2010 (replaces Katie Oster - variance).
Brian Olmanson - Math Teacher, Moorhead High School, BA (0) $31,823.00, 1.00 FTE, effective August 31, 2010 (replaces Ryan Lyson).
Laura Egland - Elementary Secretary, Ellen Hopkins School, A13 (3) $14.24 per hour, 8 hours per day, 206 days per year, effective August 10, 2010 (replaces Monnie Soderberg).

Motion carried 6-0.

APPROVAL OF RESOLUTION AWARDING SALE OF AID ANTICIPATION CERTIFICATES: Joel Sutter from Ehlers & Associates, Inc. presented information related to the background behind aid anticipation certificates, the proposals that were received and the results.

Tomhave moved, seconded by Siggerud, to approve the Resolution Relating to $5,000,000 General Obligation Aid Anticipation Certificates of Indebtedness, Series 2010A; Authorizing the Issuance, Awarding the Sale and Establishing the Terms Thereof. Motion carried by roll call vote 6-0.

APPROVAL OF RESOLUTION TO INCREASE GENERAL EDUCATION REVENUE AND CALL AN ELECTION: Kazmierczak presented information regarding the operating levy referendum, a timeline summary, operating levy referendum scenarios, a tax impact and revenue summary, operating levy priority areas, comparably sized districts with voter-approved operating levy authority for fiscal year 2011, and an area district comparison of voter-approved operating levy authority FY 2011. Kazmierczak noted consensus was reached at the July 19 School Board work session to approach voters with an operating levy referendum of $850 per pupil for 7 years.

Hohnadel moved, seconded by Siggerud, to approve the Resolution Relating to Increasing the General Education Revenue of the School District and Calling an Election Thereon. Motion carried 6-0.

FIRST READING OF POLICY: The School Board conducted a first reading of the policy, Student Transportation Eligibility Guidelines 720.

APPROVAL OF POLICY: Fagerlie moved, seconded by Tomhave, to approve the policy, School Board Legal Status 201, as presented. Motion carried 6-0.

APPROVAL OF POLICY: Fagerlie moved, seconded by Hohnadel, to approve the policy, School Board Meeting Agendas 213, as presented. Motion carried 6-0.

APPROVAL OF POLICY: Dulski moved, seconded by Fagerlie, to approve the policy, School Board Policy Development, Adoption, Implementation, and Review 221, as presented. Motion carried 6-0.

APPROVAL OF POLICY: Hohnadel moved, seconded by Tomhave, to approve the policy, Grievance Procedures for Equal Opportunity 402, as presented. Motion carried 6-0.

SCHOOL BOARD SPECIAL MEETING: Dulski moved, seconded by Hohnadel, to approve Thursday, August 19, 2010 at 6:00 p.m. to conduct a School Board special meeting to accommodate election requirements. Motion carried 6-0.

APPROVAL OF MOORHEAD ELEMENTARY SCHOOLS PARENT AND STUDENT HANDBOOK: Kovash reviewed changes in the handbook and additional corrections were recommended.

Tomhave moved, seconded by Siggerud, to approve the 2010-2011 Moorhead Elementary Schools Parent and Student Handbook as corrected. Motion carried 6-0.

APPROVAL OF HORIZON MIDDLE SCHOOL STUDENT HANDBOOK: Kovash reviewed changes in the handbook and additional revisions were recommended.

Fagerlie moved, seconded by Tomhave, to approve the 2010-2011 Horizon Middle School Student Handbook as revised. Motion carried 6-0.

COMMITTEE REPORTS: Fagerlie noted she attended the MSBA Summer Seminar 2010 on August 4-6 in Brooklyn Park and highlighted sessions she attended and reported it was an

excellent conference. Kovash commented on information distributed to board members that she obtained at the MSBA Summer Seminar regarding the *2010 Minnesota Gubernatorial Candidates: Biographies*.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Tomhave requested a change in the committee roster related to the adopt-a-school assignment for S.G. Reinertsen Elementary School. Fagerlie agreed to change her assignment from Ellen Hopkins to S.G. Reinertsen School. Kovash distributed information regarding the preliminary 2010 Adequate Yearly Progress (AYP) results and a brief discussion was held.

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

_____
Cindy Fagerlie, Clerk

SPECIAL MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
AUGUST 19, 2010
PAGE 1

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

MEMBERS ABSENT: Karin Dulski, Lisa Erickson and Sonia Mayo Hohnadel.

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: Superintendent Kovash recommended the agenda proceed with revisions to pages 6, 7, 9 and 10.

APPROVAL OF AGENDA: Fagerlie moved, seconded by Siggerud, to approve the agenda as revised. Motion carried 4-0.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

APPROVAL OF RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD MEMBERS AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION: Fagerlie moved, seconded by Siggerud, to approve the Resolution Relating to the Election of School Board Members and Calling the School District General Election. Motion carried 4-0.

APPROVAL OF RESOLUTION CALLING SPECIAL ELECTION TO FILL SCHOOL BOARD VACANCY: Tomhave moved, seconded by Siggerud, to approve the Resolution Calling Special Election to Fill School Board Vacancy. Motion carried 4-0.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 6:02 p.m.

_____
Cindy Fagerlie, Clerk

MEMBERS PRESENT: Karin Dulski, Cindy Fagerlie, Lisa Erickson, 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: Superintendent Kovash recommended the agenda proceed with no corrections or revisions and to postpone the "We Are Proud" recognition until the September 13 board meeting.

APPROVAL OF AGENDA: Hohnadel moved, seconded by Tomhave, to approve the agenda with the postponing of the "We Are Proud" recognition until the September 13 board meeting. 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 Contracts

Lisa Schmidt - Paraprofessional, 1.00 FTE, Moorhead High School, to Paraprofessional, 1.00 FTE, Robert Asp Elementary, effective August 31, 2010 (replaces Penny Gunderson).
Tammy Keenan - Paraprofessional, 1.00 FTE, Moorhead High School to Paraprofessional, 1.00 FTE, Robert Asp Elementary, effective August 31, 2010 (replaces Penny Yackley).
Susan Murphy - Paraprofessional, .5 FTE, Horizon Middle School to Paraprofessional, 1.00 FTE Horizon Middle School (replaces .5 of Char Parker).
Jeff McMaines - Delivery Custodian, District Wide A13 (9) $15.62 per hour to Lead Custodian, High School B32 (3) $18.48 per hour, effective August 24, 2010 (replaces Craig Hanson).

Resignations

Lisa Kasson-Bauer - Early Riser Family Advocate, S.G. Reinertsen School, effective August 3, 2010.
RaeAnn Kaczmarski - Paraprofessional, S.G. Reinertsen School, effective August 5, 2010.
Brent Butenhoff - Night Custodian, Moorhead High School, effective August 27, 2010.
Bobbie Slaughter - Lunchroom Supervisor/School Patrol, S.G. Reinertsen School, effective August 11, 2010.
MariBeth Plankers - Speech/Language Pathologist, Moorhead High School, effective August 2, 2010.
Marilyn Knutson - Night Custodian, Robert Asp School, effective August 27, 2010.

Renee Holm-Betz - Food and Nutrition Server, S.G. Reinertsen School, effective August 18, 2010.

Early Retirement

Mary Bonemeyer - Food Service Director, Probstfield Center for Education, effective August 18, 2010.

New Employees

Daniel Dooher - Language Arts Teacher, Horizon Middle School, BA (0) $31,823.00, 1.00 FTE, effective August 31, 2010 (replaces Justin McKenzie).

Dustin Gramstad - Music Teacher, S.G. Reinertsen School and Robert Asp School, BA (2) $19,347.18, .567 FTE, effective August 31, 2010 (replaces Ansley Cameron).

Patricia Camarillo - Paraprofessional, Early Intervention Services, B21 (0-2) $14.05 per hour, 6.25 hours per day, 180 days, effective August 24, 2010 (replaces Nancy Bock).

Sara Larson - Occupational Therapist, Ellen Hopkins School, 1.00 FTE, BA (4) $36,434.00, effective August 31, 2010 (replaces .80 Valerie Stevenson and .20 Callie Urness).

Judy Werner - Learner Support Services Teacher, S.G. Reinertsen School, MA (6) $45,729.00, 1.00 FTE, effective August 31, 2010 (replaces .50 Kristi Ammerman and .50 Kristi Rowekamp).

Gina Swenson - Paraprofessional, Robert Asp School, B21 (0-2) $14.05 per hour, 6.5 hours per day, 186 days per year, effective August 31, 2010 (replaces Deb Forsberg).

Motion carried 7-0.

KINDER PLUS (K+) PROGRAM UPDATE: Lauri Winterfeldt, Director of Community Education, provided an update on the K+ program. K+ will be offered at the Probstfield Center for Education and Ellen Hopkins and Robert Asp Elementary Schools. This year's enrollment is at 113 students and enrollment for last year was 117. Discussion was held regarding part-time attendance due to the Fargo Youth Commission no longer providing services during the day.

ACT TEST RESULTS: Missy Eidsness, Director of School Improvement and Accountability, reported information from a five-year report for Moorhead School District ACT tests. The average scores on the ACT College Entrance Exam decreased slightly for 2010 Moorhead Area Public Schools graduates. The average score remained at 22.8, .8 below the Minnesota state average. The scale for ACT scores is 0-36. The percentage of Moorhead students taking the exam was 66% in 2009 and 71% in 2010 using end-of-year student enrollment data.

Minnesota led the nation in average ACT scores for five consecutive years. The average ACT score for 2010 high school graduates nationally was 21.0. The ACT is a curriculum-based achievement test designed to measure skills and knowledge deemed important for college success.

ADEQUATE YEARLY PROGRESS (AYP) AND MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) REPORTS: Eidsness presented information regarding the school district 2010 assessment data including AYP, MCA-II, MTELL, and MTAS results. The federal No Child Left Behind (NCLB) Act requires that all schools in the nation make AYP toward achieving the goal of all students being proficient in reading and math. The school district has been designated as a district in continuing to need improvement due to not making AYP for three years.

Not making AYP for a district is determined by looking at the results of academic achievement measures in reading/language arts and mathematics, student participation rates in these assessments for nine groups and subgroups, graduation rates, and for elementary and middle schools, the attendance rates. The school district did not make AYP in the area of math for the following student groups: All students, American Indian and Special Education. In the area of reading, the district did not make AYP for the following student groups: Black, English Language Learners, Free and Reduced-Price Lunch, Hispanic and Special Education. A district improvement team will be analyzing all available assessment information to pinpoint strengths and challenges that will be addressed through professional development and a review of the curriculum.

APPROVAL OF POLICY: Hohnadel moved, seconded by Tomhave, to approve the policy, Student Transportation Eligibility Guidelines 720, as presented. Motion carried 7-0.

COMMITTEE REPORTS: None.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Kovash noted 2010-11 activities stickers were distributed to board members. She also said the 2010 MSBA Fall Area meeting was scheduled for September 22 in Fergus Falls beginning at 6:30 p.m. and asked board members to contact Michelle if attending. Tomhave noted he was attending a MREA meeting on August 24 in Pelican Rapids. Kovash noted the district's committee roster would be sent out to board members this week. Kovash reported the district would be discussing the Education Jobs Fund bill that was recently passed by U.S. Congress. Tomhave asked what the expectations were related to upcoming Community Listening Sessions planned at each building. Board members will determine which session they will attend. Kovash reminded board members of the September 1 All Staff Breakfast and Assembly starting at 8 a.m. at the high school.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:17 p.m.

Cindy Fagerlie, Clerk

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.023 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: September 7, 2010

SUBJECT: September Claims

The September claims are as follows:

General Fund	$1,025,566.56
Food Fund	$30,016.30
Community Service Fund	$10,534.19
TOTAL	$1,066,117.05

Suggested Resolution: Move to approve the September claims, subject to audit, in the amount of $1,066,117.05.

WAK:nls
Attachment

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.020 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: September 9, 2010

SUBJECT: Donation

Moorhead Area Public Schools has received the following donation:

- Jim and Teri Dobbs have donated a drum set to Horizon Middle School. The donation has an estimated value of $600.

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

WAK:nls

Department of School Improvement and Accountability
Moorhead Area Public Schools

Memo SIA.11.002 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Missy Eidsness, Director of School Improvement and Accountability MJE

DATE: September 9, 2010

SUBJECT: Contracts for Supplemental Educational Services

Attached are six contracts with state approved providers of Supplemental Educational Services (SES). Providers include Sylvan Learning, Club Z!, College Tutors, ATS Project Success, Tutorial Services and TutorCo.

Moorhead Area Public Schools is required to offer Supplemental Educational Services (SES) to children eligible for free or reduced meals at Title I schools in Stage 2 or higher Need of Improvement. Robert Asp Elementary is currently at stage 3.1 and is designated as a school in need of corrective action due to not meeting AYP standards for five years. Ellen Hopkins will remain at stage 2.2 as this school met AYP in school year 2009-10. Tutoring services will be available to eligible students with the contracted providers listed.

Suggested Resolution: Move to approve the contracts between state approved providers of Supplemental Educational Services including Sylvan Learning, Club Z!, College Tutors, ATS Project Success, Tutorial Services, and TutorCo and Moorhead Area Public Schools.

MOE:nls
Attachments

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 Sylvan Learning (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. CONTRCT 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 November 1, 2010 (or whenever services commence) through June 10, 2011 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

A. **Fee**. DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the $1,111.87 per student allocated by the state of Minnesota for supplemental services. (Sylvan Learning 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 June 15, 2011. PROVIDER understands that DISTRICT will make no payment on any invoice received after June 15, 2011.

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 POVIDER'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**. DISRICT 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. TERMININATION 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

Melissa Eidsness
Director of School Improvement
& Accountability
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_____, 2010, 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

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 Club Z! (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. CONTRCT 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 November 1, 2010 (or whenever services commence) through June 10, 2011 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

A. **Fee**. DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the $1,111.87 per student allocated by the state of Minnesota for supplemental services. (Club Z! 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 June 15, 2011. PROVIDER understands that DISTRICT will make no payment on any invoice received after June 15, 2011.

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 POVIDER'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**. DISRICT 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. TERMININATION 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

Melissa Eidsness
Director of School Improvement
& Accountability
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_____, 2010, 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

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. CONTRCT 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 November 1, 2010 (or whenever services commence) through June 10, 2011 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

A. **Fee**. DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the $1,111.87 per student allocated by the state of Minnesota for supplemental services. (College Tutors fee per session - 1 hr @ $75.00)

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 June 15, 2011. PROVIDER understands that DISTRICT will make no payment on any invoice received after June 15, 2011.

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.

30

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 POVIDER'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**. DISRICT 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. TERMININATION 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

Melissa Eidsness
Director of School Improvement
& Accountability
School District 152
2410 14th St S
Moorhead, MN 56560

FOR PROVIDER

_____
_____
_____
_____
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_____

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_____, 2010, 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 or 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 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. CONTRCT 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 November 1, 2010 (or whenever services commence) through June 10, 2011 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

A. **Fee**. DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the $1,111.87 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 June 15, 2011. PROVIDER understands that DISTRICT will make no payment on any invoice received after June 15, 2011.

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 POVIDER'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**. DISRICT 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. TERMININATION 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

Melissa Eidsness
Director of School Improvement
& Accountability
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_____, 2010, 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

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. CONTRCT 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 November 1, 2010 (or whenever services commence) through June 10, 2011 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

A. **Fee**. DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the $1,111.87 per student allocated by the state of Minnesota for supplemental services. (Tutorial Services 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 June 15, 2011. PROVIDER understands that DISTRICT will make no payment on any invoice received after June 15, 2011.

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 POVIDER'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**. DISRICT 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. TERMININATION 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

Melissa Eidsness
Director of School Improvement
& Accountability
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_____, 2010, 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 or 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. CONTRCT 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 November 1, 2010 (or whenever services commence) through June 10, 2011 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

A. **Fee**. DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the $1,111.87 per student allocated by the state of Minnesota for supplemental services. (TutorCo 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 June 15, 2011. PROVIDER understands that DISTRICT will make no payment on any invoice received after June 15, 2011.

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 POVIDER'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**. DISRICT 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. TERMININATION 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

Melissa Eidsness
Director of School Improvement
& Accountability
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_____, 2010, 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

Department of Human Resources
Moorhead Area Public Schools

Memo HR.11.023

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources ah

DATE: September 7, 2010

SUBJECT: Family/Medical Leave

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

Michael Dahlberg	LSS Teacher, Ellen Hopkins Elementary, effective beginning August 31, 2010 for four weeks.
Ashley Nelson	ECSE Teacher, EIS, effective approximately December 13, 2010 for 7 weeks.

SUGGESTED RESOLUTION: Move to approve the request for Family/Medical Leave for Michael Dahlberg and Ashley Nelson pursuant to Article 39, Section 1 of the Teachers' Master Agreement.

AH:smw

Department of Human Resources
Moorhead Area Public Schools

Memo HR.11.024

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: September 7, 2010

SUBJECT: Other Leave of Absence

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

Sandy Arntson	Paraprofessional, Horizon Middle School, effective September 11, 2010 for approximately six to eight weeks.

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

AH:smw

Department of Human Resources
Moorhead Area Public Schools

Memo HR.11.022

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: September 7, 2010

SUBJECT: Resignations

Karen Bruun	Lunchroom Supervisor, S. G. Reinertsen Elementary, effective August 31, 2010.
Nicole Wiesner	ABE Instructor, Probstfield Center for Education, effective August 31, 2010.
Mariah Meyer	Food & Nutrition Server, High School, effective August 27, 2010.
Brian Kanarr	Food & Nutrition Server, Ellen Hopkins Elementary, effective August 27, 2010.
Sarah Bitzer	Lunchroom Supervisor, S. G. Reinertsen Elementary, effective August 25, 2010.
Matt Naugle	Assistant Principal (on Sabbatical Leave), effective August 31, 2010.
Keenan Spiess	Physical Education Teacher, Horizon Middle School, effective August 20, 2010.
Beth Swanson	Secretary, EIS, effective September 30, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Karen Bruun, Nicole Wiesner, Mariah Meyer, Brian Kanarr, Sarah Bitzer, Matt Naugle, Keenan Spiess and Beth Swanson as presented.

AH:smw

Department of Human Resources
Moorhead Area Public Schools

Memo HR.11.026

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: September 7, 2010

SUBJECT: Change in Contract

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

Sue Knorr — 2nd Grade Teacher, Robert Asp Elementary to 8th Grade Math Teacher, Horizon Middle School, effective September 12, 2010. (New Federal Position)

SUGGESTED RESOLUTION: Move to approve the Change in Contract for Sue Knorr as presented.

AH:smw

Department of Human Resources
Moorhead Area Public Schools

Memo HR.11.021

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: September 7, 2010

SUBJECT: New Employees

Peter Ferguson	Fourth Grade Teacher, Ellen Hopkins Elementary, 1.00 FTE BA (1) $32,980.00 effective August 31, 2010. (New Federal position)
Nicole Wiesner	Physical Education Teacher, Horizon Middle School, .5834 FTE, BA (3) $20,581.77. (Replaces Keenan Spiess)
DeNett Walstrom	Crossing Guard/Lunchroom Supervisor, S. G. Reinertsen Elementary, 5.25 hours per day, effective September 7, 2010. (Replaces Bobbie Slaughter)
Jarrod Danuser	Language Arts Teacher, Horizon Middle School, 1.00 FTE, BA (3) $35,279.00, effective August 31, 2010. (Replaces Diane Kahl)
Andrew Henjum	Industrial Tech Teacher, High School/Horizon Middle School, 1.00 FTE, BA (0) $31,823.00. (Replaces Brad Mackowick)
Jennifer Bourque	Computer/Dishroom, Robert Asp Elementary, 2 hours per day, $9.00 per hour, effective September 7, 2010. (Replaces Leah Tvedt)
Joseph Snyder	Night Custodian, High School, A12 (0-2) $13.69 per hour, 8 hours per day, effective August 31, 2010. (Replaces Andrew Larson)
Ron Halverson	Night Custodian, High School, A12 (0-2) $13.69 per hour, 8 hours per day, effective August 31, 2010. (Replaces Yvonne Wegshield)
Melissa Nesler	Second Grade Teacher, S. G. Reinertsen Elementary, 1.00 FTE, BA (0) $31,823.00, effective August 31, 2010. (Replaces Lori Woods)
Kaylee Black	Physical Education Teacher, Ellen Hopkins Elementary, 1.00 FTE, BA (0) $31,823.00, effective August 31, 2010. (Replaces Larry Potter)
Lori Raske	Computer Operator, Horizon Middle School, 2.75 hours per day, $9.00 per hour, effective September 7, 2010. (Replaces Darlene Werth)

Pamela Tangen	Food & Nutrition Server, Ellen Hopkins Elementary, 2.75 hours per day $9.00 per hour, effective September 7, 2010. (Replaces Sharon Kitzmiller)
Becky Domholt	Food & Nutrition Server, S. G. Reinertsen Elementary, 2.75 hours per day, $9.00 per hour, effective September 7, 2010. (Replaces Glenn Wellman)
Susie Bolgrean	Lunchroom Supervisor, S. G. Reinertsen Elementary, 2 hours per day, $9.00 per hour, effective September 7, 2010. (Replaces Barb Bustamantte)
Nancy Halvorson	Lunchroom Supervisor, S. G. Reinertsen Elementary, 2 hours per day, $9.00 per hour, effective September 7, 2010. (Replaces Karen Bruun)
Kyle Aanenson	Paraprofessional, S. G. Reinertson, B21 (0-2) $14.05 per hour, 3.25 hours per day, effective August 31, 2010. (Replaces RaeAnn Kazmarski)
Sally Stoddard	Paraprofessional, Ellen Hopkins Elementary, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective August 31, 2010. (Replaces Janine Davis)
Mary Bonemeyer	Food & Nutrition Server, Probstfield Center for Education, 1 hour per day, $9.00 per hour, effective September 7, 2010. (New position)
Molly Andrews	Food & Nutrition Server, Ellen Hopkins Elementary, 2.75 hours per day, $9.00 per hour, effective September 7, 2010. (Replaces Brian Knarr)
Joanna McBride	English Teacher, High School, 1.00 FTE, BA (3) $35,279.00, effective September 3, 2010. (New Federal Position)
Robert Stroh	Lunchroom Supervisor, S. G. Reinertsen Elementary, 2 hours per day, $9.00 per hour, effective September 7, 2010. (Replaces Stephanie Gruenberg)
Jill Bennett	Lunchroom Supervisor, Horizon Middle School, 2 hours per day, $9.00 per hour, effective September 7, 2010. (Replaces Anna Sepeda)
Curtis Ness	Database and Systems Administrator, Probstfield Center for Education, C43 (5) $28.21 per hour, 8 hours per day, effective September 20, 2010. (Replaces Chris Haufschild)
Samantha Briggs	Math Teacher, High School, 1.00 FTE, 174 days BA (0) $30,258.60, effective September 13, 2010. (New Federal Position)

SUGGESTED RESOLUTION: Move to approve the employment of Peter Ferguson, Nicole Wiesner, DeNett Walstrom, Jarrod Danuser, Andrew Henjum, Jennifer Bourque, Jospeh Snyder, Ron Halverson, Melissa Nesler, Kaylee Black, Lori Raske, Pamela Tangen, Becky Domholt, Susie Bolgrean, Nancy Halvorson, Kyle Aanenson, Sally Stoddard, Mary Bonemeyer, Molly Andrews, Joanna McBride, Robert Stroh Jill Bennett, Curtis Ness and Samantha Briggs as presented.

AH:smw

Superintendent of Schools
Moorhead Area Public Schools

Memo S.11.030R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent LAK

DATE: September 7, 2010

SUBJECT: Moorhead High School Hall of Honor

The Moorhead High School Hall of Honor recognizes alumni, faculty, staff and other community members who have demonstrated notable accomplishments or provided significant contributions to their school, community or society.

Alumni are recognized for their outstanding accomplishments while at Moorhead High School as well as achievements following graduation. Alumni may not be considered for nomination until ten years following their graduation from Moorhead High School.

Faculty, staff and other community members are recognized for their contributions to Moorhead High School. Individuals may not be current employees of the school district and may not be considered for nomination until five years following their completion of employment with the district.

Beginning with eight inaugural members in 2004, 34 members have been inducted into the Hall of Honor. This fall the five 2010 members to the Hall of Honor will be recognized at an induction ceremony on October 2. Information about this year's inductees is attached.

The nomination form is also attached. Nominations may also be submitted on the district's website. The Hall of Honor committee has reviewed nominations and conducted research of records to select outstanding candidates. Hall of Honor committee members are Curt Borgen, Gene Boyle, Pam Gibb, Don Hulbert, Donna Richards, Mary Flesberg, Bob Remark, Phil Seljevold, and Matt Valan.

The administration of Moorhead Area Public Schools expresses appreciation for the hard work of committee members to continue to make the Moorhead High School Hall of Honor a reality.

Corporate sponsors of the Moorhead High School Hall of Honor are Moorhead Public Service, State Bank and Trust and Gate City Bank.

LAK:mde
Attachments

Moorhead High School Hall of Honor
2010 Inductees



Ann Ellenson (Anna Mae Berg)

Ann Ellenson, known in high school as Anna Mae Berg, graduated from Moorhead High School in 1954. She was involved in music, journalism, drama, Science Club and the National Honor Society. Ellenson graduated from Concordia College, Moorhead, in 1958 with a bachelor's degree in business education and psychology. From 1966-1981 Ellenson taught in the business department at Moorhead Area Vocational Technical Institute, now Minnesota State Community and Technical College, Moorhead. She developed a human relations curriculum and wrote the textbook, *Human Relations*, in 1973, with a second edition published in 1980. From 1980 until retiring in 1995, Ellenson co-owned Fevig Insurance Agency in Moorhead. Ellenson served as chair of the Moorhead Area Chamber of Commerce board in 1989-90. Her involvement also included Chamber committees, Moorhead School District Title IX committee, Moorhead Community Foundation Task Force and Moorhead Soroptimist Club.



Becky Gulsvig

Becky Gulsvig graduated a year early from Moorhead High School in 2000. At Moorhead High School, she participated in Key Club, Student Council, choir, Carolers, the fall musicals and speech. Gulsvig also participated in the musicals at Trollwood Performing Arts School. In 2004 Gulsvig made her Broadway debut in *Hairspray* as Lou Ann. After a year she took over the principal role of Amber Von Tussle. Gulsvig was a member of the original cast of Broadway's *Legally Blonde the Musical*, playing Leilani and understudying the lead role. She left to tour the country for two years with *Legally Blonde*. Gulsvig's television appearances include a short stint on *All My Children*, a national Verizon commercial and a special appearance on The Tony Awards. She performs the national anthem at professional games.



Douglas N. Hastad

Doug Hastad graduated from Moorhead High School in 1967. At Moorhead High, Hastad played basketball and baseball. He graduated from Concordia College, Moorhead, in 1971. Hastad earned a master's degree from Washington State University in 1972 and a doctorate in secondary education from Arizona State University in 1980. Hastad was an elementary physical education teacher for Moorhead Area Public Schools from 1972-1976 and served as Moorhead High School's girls tennis coach and boys basketball assistant coach. Hastad held positions at Concordia College, Northern Illinois University and Texas Christian University. He worked at the University of Wisconsin-La Crosse from 1989-2006, serving as chancellor from 2001-2006. Hastad has been president of Carroll University in Waukesha, Wis., since July 2006. He has written five editions of the college text *Measurement and Evaluation in Physical Education and Exercise Science*. Hastad was selected as a Bush Foundation Leadership Fellow in 1992.

Moorhead High School Hall of Honor
2010 Inductees



Larry R. Ludemann

Larry Ludemann graduated from Moorhead High School in 1972. During high school, he participated in sophomore football, wrestling, track and cross country. He was a state qualifier in track his senior year and holds a school record in the 880-yard run. Ludemann earned a bachelor's degree from Minnesota State University Moorhead in 1976 and a master's degree from North Dakota State University in 1978. He earned his doctor of veterinary medicine degree from Iowa State University in 1987. In 1988 Ludemann became a veterinary medical officer for the United States Department of Agriculture Center for Veterinary Biologics in Ames, Iowa. Since 2001 Ludemann has been a senior staff veterinarian for the USDA. In March 2001, Ludemann volunteered to help to eradicate Foot and Mouth Disease from the United Kingdom. He received a Group Honor Award for Excellence from the Secretary of Agriculture for his work.



Adolph Murie

Adolph Murie graduated from Moorhead High School in 1918. Murie earned a bachelor's degree from Concordia College, Moorhead, in 1925 and his doctorate in biology from the University of Michigan in 1929. He spent the better part of 32 years working for the National Park Service, undertaking pioneering studies that were published in four books: *The Wolves of Mount McKinley*, *A Naturalist in Alaska*, *The Ecology of the Coyote in the Yellowstone*, and *The Grizzlies of Mount McKinley*. Murie was also instrumental in protecting wolves from eradication and in preserving the biological integrity of Denali National Park and the Arctic National Wildlife Refuge. He received the Distinguished Service Award from the National Park Service and the prestigious John Burroughs Medal. The Murie Science and Learning Center in Denali National Park was dedicated to Murie in 2004. Adolph Murie died on Aug. 16, 1974.

Moorhead High School Hall of Honor

2004 Inductees
Bernice Marks Christenson
Beverly Pfeifer Lynch
Margaret Newton
Ada Comstock Notestein
Ronald Offutt
Roger Pitsenbarger
Thomas Setter
Rein Uritam

2005 Inductees
Fred L. Behling
Patrick Benedict
Allan D. Carlson
Byron K. Gigler
Alan R. Hopeman
Warren G. Magnuson

2006 Inductees
Matt Cullen
George R. Hanson
Fred B. Scheel
Jeremy R. Torstveit

2007 Inductees
Mary Jane Grinaker
Scott Isensee
Morrie Lanning
Jeffrey J. Molldrem
Thomas C. Proehl
T. L. Solien

2008 Inductees
Paula W. Bauck
Julie A. Buckley
Olaus J. Murie
Phil Seljevold
Hartvick "Shocky" Strand

2009 Inductees
Louise Dovre Bjorkman
Robert L. Bonawitz
Ron Gadberry
Dean Hornbacher
Mary Ylvisaker Nilsen

Moorhead High School Hall of Honor

Nomination Form

Membership in the Moorhead High School Hall of Honor will consist of alumni, faculty, staff and other community members who have demonstrated notable accomplishments or provided significant contributions to their school, community or society.

Alumni will be recognized for their outstanding accomplishments while at Moorhead High School as well as achievements following graduation. Alumni may not be considered for nomination until ten years following their graduation from Moorhead High School. Faculty, staff and other community members will be recognized for their contributions to Moorhead High School. The individual must not be a current employee of the school district and may not be considered for nomination until five years following his or her completion of employment with the district.

Nominations are accepted continuously throughout the year. Nominations received after Jan. 15 of the induction year will be considered for future recognition. Nominations previously received are kept to be considered for future recognition.

Please provide as much of the following information as possible.

Check the appropriate category / categories:
Alumnus/Alumna _____ Former Faculty/Staff _____ Other _____

Name of Nominee _____
(First) (MI) (Last) (Maiden Name)

Graduation Year _____ Retirement Year _____

Present Address _____
(Street) (City) (State) (Zip Code)

Work Phone ( ) _____ Home Phone ( ) _____

E-mail Address _____

Attach a statement as to why you feel this person should be inducted into the Hall of Honor. Please consider the following criteria as a guideline in recommending the nominee:

Alumnus / Alumna:
- Successful activities/academic endeavors while at Moorhead High School
- Demonstrates qualities of character and leadership
- Attained achievement in at least one of the following areas: personal and/or professional life, community service, or the demonstration that education is a lifelong experience

Former Faculty / Staff or Other Community Member
- Brought credit to or made significant contribution to Moorhead High School through personal endeavor and leadership

Supporting documents and additional letters of recommendation are strongly encouraged with the application.

Person making nomination:
Name _____
Address _____
_____
_____
Home Phone ( ) _____
Work Phone ( ) _____
E-mail _____

Return Nomination Form to:
Moorhead High School
Hall of Honor
2300 4th Avenue South
Moorhead, MN 56560

Date Received _____

Form revised 1.08

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.021 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: September 7, 2010

SUBJECT: Opening Enrollment

Attached please find a copy of the opening enrollment data for September 7, 2010. Included are enrollment data from the district's elementary and secondary schools and the district's off-site educational programs.

Opening K-12 enrollment was 5,379, which is 71 more students than were enrolled last spring and 73 students fewer than last year's opening enrollment. The largest class in the district is fourth grade with 454 students followed by a larger-than-expected sixth grade with 439 students. Kindergarten is the smallest grade level in the district with 384 students. Enrollment in the Kinder Plus (K+) program shows an increase of three students over last year's opening enrollment.

Enrollment typically fluctuates the first few weeks of the school year before stabilizing in October and November. An updated enrollment report and projected figures for the next several school years will be presented to the School Board in November.

WAK:nls
Attachments

MOORHEAD AREA PUBLIC SCHOOLS
OPENING ENROLLMENT
September 7, 2010

	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Total K-5 Enrollment	Month Ago Comparison 06/01/10	Opening Enrollment 09/08/09	Year Ago Comparison 09/08/09
Robert Asp Elementary	19 18 19 20 19 19 **114**	23 **11** 13 26 24 23 24 23 **128**	25 27 27 **118**	23 23 24 23 22 **115**	29 29 29 29 29 **145**	29 28 28 27 28 **140**	760	775	788	788
Ellen Hopkins Elementary	24 24 24 23 *Self**	26 26 25 25 2	25 24 24 25 1	28 29 27 1	24 23 22 24 4	27 24 27				
	SI 23 *17*	24 *13* *11* *11* *13*	*18* *9*	*17* *9* *20* *5*	*17* *11* *12* *16*					
	135	**152**	**141**	**131**	**140**	**105**	804	*801*	*808*	*808*
SG Reinertsen Elementary	23 22 23 *21* 23 23 *K at PCE* **135**	24 23 22 24 24 24 **141**	26 26 25 25 27 26 **155**	27 25 25 25 27 27 **156**	27 29 29 29 29 26 **169**	28 27 28 29 28 **140**	761 135 896	*809* *84* *893*	*817* *86* *903*	*817* *86* *903*
Total Enrollment - District	**384**	**421**	**414**	**402**	**454**	**385**	*2460*	*2469*	*2499*	*2499*
Average Class Size - District	**21.3**	**23.9**	**25.0**	**25.9**	**27.3**	**27.5**				

	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total			
Horizon Middle School^	**439**	**414**	**411**	N/A	N/A	N/A	N/A	**1264**	*1162*	*1179*	*1179*
Moorhead High School	N/A	N/A	N/A	**387**	**410**	**357**	**401**	**1555**	*1534*	*1672*	*1672*
Red River ALC	N/A	N/A	N/A	7	23	24	28	82	*89*	*72*	*72*
Red River ALC - Middle	0	0	1	N/A	N/A	N/A	N/A	1	*13*	*0*	*0*
Outreach Program (HS & MS)	N/A	0	1	1	3	2	0	7	*13*	*10*	*10*
Detention Center & Shelter Care	0	2	2	1	3	2	0	10	*28*	*20*	*20*
Total Enrollment by Grade	**439**	**416**	**415**	**396**	**439**	**385**	**429**	*2919*	*2839*	*2953*	*2953*
TOTAL K-12 ENROLLMENT								*5379*	*5308*	*5452*	*5452*
Early Intervention Services (EIS)								132	*179*	*138*	*138*
K+ Program								122	*116*	*119*	*119*

*Self-contained classroom, figures not included in average class size calculation
Shaded cells indicate multi-age classroom
SI = Spanish Immersion
K at PCE indicates kindergarten students attending school at Probstfield
^12 sections in grades 6, 7, and 8 not including positions added with EduJobs funds

69

PRINTED AT 10:41 AM ON 9/8/10

MOORHEAD AREA PUBLIC SCHOOLS
OPENING ENROLLMENT
SEPTEMBER 7, 2010

	Opening Enrollment 09/07/10	November 2009 Projections	Opening Enrollment Compared to November 2009 Projections	Opening Enrollment 09/08/09	Cohort Comparison 1-Year Progression
Kindergarten	384	385	-1	420	N/A
Grade 1	421	419	2	408	1
Grade 2	414	409	5	413	6
Grade 3	402	430	-28	441	-11
Grade 4	454	446	8	394	13
Grade 5	385	406	-21	423	-9
Grade 6	439	421	18	400	16
Grade 7	416	399	17	403	16
Grade 8	415	396	19	381	12
Grade 9	396	388	8	449	15
Grade 10	439	427	12	401	-10
Grade 11	385	389	-4	427	-16
Grade 12	429	433	-4	492	2
Total K-5	2460	2495	-35	2499	N/A
Total 6-8	1270	1216	54	1184	N/A
Total 9-12	1649	1637	12	1769	N/A
Total K-12	**5379**	**5348**	**31**	5452	N/A

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.022 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: September 7, 2010

SUBJECT: Education Jobs Fund Bill (EduJobs)

Minnesota's share of the recently enacted Federal Education Jobs Fund Bill (EduJobs) was $167 million of which Moorhead Area Public Schools will receive approximately $1,175,000 according to Minnesota Department of Education estimates. These funds can be used during the 2010-11 and 2011-12 school years to hire or retain employees in the areas of early childhood, elementary, or secondary educational and related services.

This one-time money has allowed the district to address several areas of concern as we enter the 2010-11 school year. District administration reviewed the priority areas established for the upcoming referendum and focused on the following:

- Priority Area #1: To provide a source of stable and predictable revenue to avoid further reductions, and;
- Priority Area #2: To provide resources necessary to preserve and improve class sizes in the core academic areas at the secondary level and to preserve and improve class sizes at the elementary level.

The district has added 5.25 full-time equivalent (FTE) teaching positions using the EduJobs funds. A teacher was added to lower class size in fourth grade at Ellen Hopkins Elementary. At Horizon Middle School a sixth grade teacher was added to lower class sizes at that grade level and 1.125 FTE was added in mathematics. At total of 2.125 FTE was added at Moorhead High School in the areas of science, mathematics and English Language Arts.

The remaining funds will be used as the district deals with a projected deficit of $2 million for the 2011-12 school year. The added positions provide some breathing room in several of the district's high-enrollment areas for the current school year. Whether or not to retain the positions beyond the current school year will hinge largely on the outcome of the November 2, 2010 operating levy referendum.

WAK:nls

Department of School Improvement and Accountability
Moorhead Area Public Schools

Memo SIA.11.003 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Missy Eidsness, Director of School Improvement and Accountability me

DATE: September 9, 2010

SUBJECT: Supplemental Educational Services (SES)

A presentation will be provided at the September 13, 2010 School Board meeting 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 provided in addition to instruction during the regular school day, may include academic assistance such as tutoring, remediation and other supplemental academic enrichment services. The services are consistent with the content and instruction used by the school district, and they are aligned with Minnesota's academic content and achievement standards. SES must be high quality, research-based and specifically designed to increase student academic achievement, and service providers must be certified by the Minnesota Department of Education.

MOE:nls

S-MB-BOS
27 Sept 2010

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

September 27, 2010
7:00 p.m.

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

ATTENDANCE:

Karin Dulski _____
Lisa Erickson _____
Cindy Fagerlie _____
Sonia Mayo Hohnadel _____
Mike Siggerud _____
Kristine Thompson _____
Bill Tomhave _____
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 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) Acceptance of Donations - Page 5

C. HUMAN RESOURCES MATTERS - Hiedeman
   (1) Approval of Resignations - Page 6
   (2) Approval of Change in Contracts - 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. **APPROVAL OF CONTRACT - BOILER REPLACEMENT AT ELLEN HOPKINS AND ROBERT ASP ELEMENTARY SCHOOLS**: Kazmierczak
Page 9

Suggested Resolution: Move to approve the bid from Northern Plains Mechanical in the amount of $176,410 for the boiler replacement project at Ellen Hopkins and Robert Asp Elementary Schools.

Moved by _____ Seconded by _____
Comments _____

4. **CERTIFICATION OF 2010 PAYABLE 2011 PROPOSED PROPERTY TAX LEVY**: Kazmierczak
Pages 10-13

Suggested Resolution: Move to approve the Maximum for the 2010 Payable 2011 Proposed Property Tax Levy.

Moved by _____ Seconded by _____
Comments _____

5. **2009-10 ANNUAL REPORT ON CURRICULUM, INSTRUCTION AND STUDENT ACHIEVEMENT**: Kovash
Page 14

Suggested Resolution: Move to direct administration to print and prepare the final copies of the 2009-2010 Annual Report on Curriculum, Instruction and Student Achievement for the district's website and prepare a summary report for mailing to all district households by October 15, 2010.

Moved by _____ Seconded by _____
Comments _____

6. **COMMITTEE REPORTS**

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

8. **ADJOURNMENT**

CALENDAR OF EVENTS

Event	Date	Time	Place
Activities Council	September 28	7 am	MHS Conf Rm
Technology Committee	September 28	3:45 pm	PCE
PCE Community Listening Session	September 28	7 pm	PCE
Asp Community Listening Session	September 30	7 pm	Media Center
Hall of Honor Induction Ceremony	October 2	5 pm	Marriott
MHS PTAC	October 4	6 pm	Conf Rm
Asp PTAC	October 4	6:30 pm	Media Center
Continuing Educ Com	October 5	6:45 am	Village Inn
Staff Development Com	October 5	3:30 pm	PCE
Horizon PTAC	October 5	6:30 pm	Media Center
Joint Powers Committee	October 7	7 am	PCE
Homecoming Parade	October 8	4 pm	
School Board	October 11	7 pm	PCE
Hopkins PTAC	October 12	6:30 pm	Media Center
Reinertsen PTAC	October 12	6:30 pm	Media Center
Instr and Curr Adv Com (ICAC)	October 14	7 am	PCE
School Board	October 25	7 pm	PCE
Activities Council	October 26	7 am	MHS Conf Rm
Spec Ed Parent Adv Com	October 26	12 pm	PCE
Technology Committee	October 26	3:45 pm	PCE

Assistant Superintendent
Moorhead Area Public Schools

Memo OAS.11.024 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: September 21, 2010

SUBJECT: Donations

Moorhead Area Public Schools has received the following donations:

- Robert and Sue Johnson have donated $3,000 towards the purchase of new helmets for the Moorhead High School boys' and girls' hockey teams.
- Moorhead Junior Olympic Volleyball has donated a volleyball net system for the Moorhead High School main gymnasium. This donation is valued at approximately $2,600.
- Gate City Bank has donated $1,650 in support of the After School Open Library program at Moorhead High School.

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

WAK:nls

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.029

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: September 20, 2010

SUBJECT: Resignation

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

Peyman Kadir	Paraprofessional, ABE, Probstfield Center for Education, effective October 4, 2010.
Julie Joyce-Smith	Secretary, Community Education, Probstfield Center for Education, effective September 17, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Peyman Kadir and Julie Joyce-Smith as presented.

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.028

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: September 20, 2010

SUBJECT: Change in Contract

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

Robert Stroh	Lunchroom Supervisor, S. G. Reinertsen Elementary, addition of 2.25 hours, 2 days per week. (these hours are an addition to Roberts's current hours of 2 hours per day, 5 days per week). (Replaces part of Sarah Bitzers hours which is job shared with Michelle Moyano)
Jeremy Grant	Night Custodian, Robert Asp Elementary to Truck Delivery, District Wide, effective September 27, 2010.

SUGGESTED RESOLUTION: Move to approve the Change in Contract for Robert Stroh and Jeremy Grant as presented.

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.027

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: September 20, 2010

SUBJECT: New Employee

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

Michelle Moyano	Lunchroom Supervisor, 2.25 hours per day, 3 days per week, $9.00 per hour, effective September 13, 2010. (Replaces part of Sarah Bitzers hours which is job shared with Robert Stroh)
Tammy Bahls	Paraprofessional, Ellen Hopkins Elementary, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective September 7, 2010. (Replaces Pat Frahm)

SUGGESTED RESOLUTION: Move to approve the employment of Michelle Moyano and Tammy Bahls as presented.

Assistant Superintendent
Moorhead Area Public Schools

Memo OAS.11.025 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: September 21, 2010

SUBJECT: Approval of Contract – Boiler Replacement at Ellen Hopkins and Robert Asp

Moorhead Area Public Schools, through a competitive grant application process, was awarded $75,200 from the Office of Energy Security at the Minnesota Department of Commerce. The funds will be used to pay for a significant portion of the cost of replacing two out-dated and relatively inefficient boilers at Robert Asp Elementary and Ellen Hopkins Elementary. The grant award is funded by the American Recovery and Reinvestment Act of 2009 (ARRA).

Below is a summary of bids received for the boiler replacement project at Ellen Hopkins and Robert Asp Elementary Schools. Northern Plains Mechanical is the lowest responsible bidder at $176,410.

Contractor	Base Bid
Manning Mechanical	$216,800
Robert Gibb and Sons	$208,700
Peterson Mechanical	$202,950
Northern Plains Mechanical	$176,410

Suggested Resolution: Move to approve the bid from Northern Plains Mechanical in the amount of $176,410 for the boiler replacement project at Ellen Hopkins and Robert Asp Elementary Schools.

WAK:nls

Assistant Superintendent
Moorhead Area Public Schools

Memo OAS.11.026 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: September 21, 2010

SUBJECT: Certification of 2010 Payable 2011 Proposed Property Tax Levy

The school board is required to certify to the county auditor the school district's preliminary 2010 Payable 2011 Property Tax Levy by September 30, 2010. Attached is the levy certification page provided by the Minnesota Department of Education (MDE) along with pages 24 and 25 of the Levy Limitation and Certification document from the MDE. The district will certify the maximum levy; certifying the preliminary levy in this manner allows for changes prior to the final levy certification in December. Changes are made for a variety of reasons such as changes to Health and Safety projects or changes to our projected enrollment figures.

The school district portion of the property tax levy has increased by 3.27% from a year ago to $9,199,125. Last year's levy amount was $8,907,500. Keep in mind that the figures presented here are preliminary and could change in the coming weeks.

As was the case last year, school districts are not required to hold a separate Truth in Taxation hearing or continuation hearing. The district is required to discuss the levy and the budget at a regularly scheduled board meeting and allow the public to speak; this will occur at the December 20, 2010 board meeting at 7:00 p.m. The final levy certification will be approved at this same meeting.

Suggested Resolution: Move to approve the Maximum for the 2010 Payable 2011 Proposed Property Tax Levy.

WAK:nls
Attachments

Minnesota Department of Education
Levy Limitation and Certification Report
2010 Payable 2011

District Number-Type: 0152-01
District Name: MOORHEAD PUBLIC SCHOOL DISTRICT
Home County: CLAY

Date Printed: 9/21/10
Limits Updated: 9/20/10
Proposed Submitted: 9/21/10

	LIMIT	PROPOSED
SUBTOTALS BY LEVY CATEGORY		
GENERAL - RMV VOTER - JOBZ EXEMPT		
GENERAL - RMV OTHER - JOBZ EXEMPT		
GENERAL - NTC VOTER - JOBZ EXEMPT		
GENERAL - NTC OTHER - JOBZ EXEMPT		
COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT		
GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT		
GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT		
OPEB DEBT - NTC VOTER - JOBZ NONEXEMPT		
OPEB DEBT - NTC OTHER - JOBZ NONEXEMPT		
SUBTOTALS BY FUND		
GENERAL FUND		
COMMUNITY SERVICES FUND		
GENERAL DEBT SERVICE FUND		
OPEB/PENSION DEBT SERVICE FUND		
SUBTOTALS BY TAX BASE		
REFERENDUM MARKET VALUE		
NET TAX CAPACITY		
SUBTOTALS BY TRUTH IN TAXATION CATEGORY		
VOTER APPROVED		
OTHER		
TOTAL LEVY		
TOTAL LEVY		

The School Board has voted to certify the MAXIMUM levy authority.

After October 1st, the county auditor should consult the Minnesota Department of Education (MDE) website for the district's current levy limitation and use this amount for the Truth in Taxation notices.

If there is a change to the district's levy limitation after October 1st, the county will be notified by MDE via email. Before finalizing tax computations for the Truth in Taxation notices, counties should double check the MDE website to be sure no changes have been made to the district's levy limitation that the county is not already aware of through this email process.

The school district must submit the completed original of this form to the home county auditor by September 30, 2010. A duplicate form must be submitted to Minnesota Department of Education, Program Finance Division, 1500 Highway 36 West, Roseville, MN 55113, by October 7, 2010.

The certified levy listed above is the levy voted by the school board for taxes payable in 2011.

Signature of School Board Clerk _____

Date of Certification _____

I. COMPUTATION OF 2010 PAYABLE 2011 LEVY LIMITATION BY FUND (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	INITIAL LEVY LIMITATION	LIMITATION ADJUSTMENTS	ABATEMENT ADJUSTMENTS	MAXIMUM LEVY BEFORE OFFSETS
GEN-RMV VOTER EXEMP		.01	N/A	.01
GEN-RMV OTHER EXEMP	599,240.80	56,069.17-	N/A	543,171.63
GEN-NTC VOTER EXEMP			N/A	
GEN-NTC OTHER EXEMP	1,580,803.11	124,876.73-	556.65	1,456,483.03
TOTAL GENERAL	2,180,043.91	180,945.89-	556.65	1,999,654.67
COM SERV EXEMP	459,965.46	1,168.48-	69.24	458,866.22
DEBT-VOTER NONEXEMP	6,310,238.00	285,523.17-	1,481.09	6,026,195.92
DEBT-OTHER NONEXEMP				
TOTAL DEBT SERV	6,310,238.00	285,523.17-	1,481.09	6,026,195.92
OPEB-VOTER-NONEXEMP			N/A	
OPEB-OTHER-NONEXEMP	714,408.00		N/A	714,408.00
TOTAL OPEB/PENSION	714,408.00		N/A	714,408.00
TOTAL	9,664,655.37	467,637.54-	2,106.98	9,199,124.81

FUND	MAXIMUM LEVY BEFORE OFFSETS	OFFSET ADJUSTMENTS	TACONITE ADJUSTMENT	MAXIMUM LEVY LIMITATION	PROPOSED LEVY	CERTIFIED LEVY
GEN-RMV VOTER EXEMP	.01			.01		
GEN-RMV OTHER EXEMP	543,171.63			543,171.63		
GEN-NTC VOTER EXEMP						
GEN-NTC OTHER EXEMP	1,456,483.03			1,456,483.03		
TOTAL GENERAL	1,999,654.67			1,999,654.67		
COM SERV EXEMP	458,866.22			458,866.22		
DEBT-VOTER NONEXEMP	6,026,195.92			6,026,195.92		
DEBT-OTHER NONEXEMP						
TOTAL DEBT SERV	6,026,195.92			6,026,195.92		
OPEB-VOTER NONEXEMP						
OPEB-OTHER NONEXEMP	714,408.00			714,408.00		
TOTAL OPEB/PENSION	714,408.00			714,408.00		
TOTAL	9,199,124.81			9,199,124.81		

II. COMPARISON OF 2010 PAYABLE 2011 LEVY LIMITATION WITH 2009 PAYABLE 2010 LEVY LIMITATION (BEFORE COUNTY AUDITOR ADJUSTMENTS): *1

FUND	2009 PAY 2010 LIMITATION	2010 PAY 2011 LIMITATION	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	1,941,829.08	1,999,654.67	57,825.59	2.98 %
COMMUNITY SERVICE	411,051.45	458,866.22	47,814.77	11.63
GENERAL DEBT SERVICE *2	6,034,462.42	6,026,195.92	8,266.50-	.14-
OPEB DEBT SERVICE	520,157.00	714,408.00	194,251.00	37.34
TOTAL	8,907,499.95	9,199,124.81	291,624.86	3.27 %

III. COMPARISON OF 2010 PAYABLE 2011 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS WITH 2009 PAYABLE 2010 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS: *1

FUND	2009 PAY 2010 CERTIFIED LEVY + ADJUSTMENTS	2010 PAY 2011 CERTIFIED LEVY + ADJUSTMENTS	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	1,941,829.08			%
COMMUNITY SERVICE	411,051.45			
GENERAL DEBT SERVICE *2	6,034,462.42			
OPEB DEBT SERVICE	520,157.00			
TOTAL AFTER ADJUSTMENTS	8,907,499.95			%

TABLE II AND III FOOTNOTES:
*1 AMOUNTS SHOWN ARE BEFORE REDUCTION FOR MARKET VALUE CREDITS.
*2 AMOUNTS SHOWN REFLECT REDUCTIONS FOR DEBT SERVICE EXCESS AND DEBT SERVICE AID.

Department of School Improvement and Accountability
Moorhead Area Public Schools

Memo SIA.11.005 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Missy Eidsness, Director of School Improvement and Accountability ME

DATE: September 21, 2010

SUBJECT: 2009-2010 Annual Report on Curriculum, Instruction and Student Achievement

Attached is the draft copy of the 2009-2010 Annual Report on Curriculum, Instruction and Student Achievement, a report from the Instruction and Curriculum Advisory Committee (ICAC) reviewing the past year's accomplishments in student achievement. The report has been reviewed by the Instruction and Curriculum Advisory Committee.

Also attached is a copy of the state requirements for the report. These requirements are mandated through legislative action. The school board must approve the report by October 1. The report will be distributed in electronic form on the district's website, with printed copies available through the Superintendent's office. Also included is a one-page summary providing the notice of electronic reporting that will be mailed to all households by October 15, 2010.

The paper copy of the annual report will be presented to the board and then placed on the website. Last year the Legislature removed the requirement that districts submit a copy of their annual report to the Minnesota Department of Education. Other requirements remain the same. Future requirements for reporting GRAD (Graduation Required Assessments for Diploma) information are being finalized.

Suggested Resolution: Move to direct administration to print and prepare the final copies of the 2009-2010 Annual Report on Curriculum, Instruction and Student Achievement for the district's website and prepare a summary report for mailing to all district households by October 15, 2010.

MOE:nls
Attachments

Minnesota Department of Education

Guidelines
Annual Report on Curriculum, Instruction and Student Achievement

School District Process and Annual Public Reporting
Minnesota's Standard-Based System

The mission statement (Minnesota Statutes, section 120A.03) of public education in Minnesota, a system for lifelong learning, is to ensure individual academic achievement, an informed citizenry, and a highly productive work force. Districts are responsible for creating an identifiable process for continuous improvement and annual reporting to the public.

Data-driven decision-making, community involvement and public reporting are key components in a continuous improvement process to increase student learning. Information and assistance regarding district and school level processes are available through the Minnesota Department of Education (MDE) Division of School Improvement.

MINNESOTA STATUTES § 120B.11: SCHOOL DISTRICT PROCESS

Minnesota Statutes § 120B.11, Subd. 2: Adopting Policies
A school board shall have in place an adopted written policy that includes the following:

- District goals for instruction including the use of best practices, district and school curriculum, and achievement for all student subgroups.
- A process for evaluating each student's progress toward meeting academic standards and identifying strengths and weaknesses of instruction and curriculum affecting student progress.
- A system for periodically reviewing and evaluating all instruction and curriculum.
- A plan for improving instruction, curriculum, and student achievement.
- An education effectiveness plan aligned with Minnesota Statutes, section 122A.625 that integrates of instruction, curriculum and technology.

Minnesota Statutes § 120B.11, Subd. 3: District Advisory Committee

- Any school board shall establish an advisory committee to ensure active community participation in all phases of planning and improving instruction and curriculum affecting state and district academic standards.
- To the extent possible, the committee shall reflect the diversity of district and sites.
- Committees shall include teachers, parents, support staff, students and community residents. Whenever possible parents and the community shall comprise two-thirds of the advisory committee.
- Districts may establish building teams as subcommittees of the district advisory committee.
- The district committee shall recommend to the school board rigorous academic standards, student achievement goals and measures, assessments, and program evaluations.
- Learning sites may expand on district evaluations.

Minnesota Statutes § 120B.11, Subd. 4: Building Team
A school may establish a building team to develop and implement an education effectiveness plan to align and improve instruction, curriculum and student achievement. The team shall advise the board and the advisory committee about developing an instruction and curriculum improvement plan that aligns curriculum, assessment of student progress in meeting state and district academic standards, and instruction. Minnesota Statutes, section 123B.04 details school site decision-making agreements.

Legislative Website: www.leg.state.mn.us
Minnesota Statutes Website: http://www.leg.state.mn.us/leg/Statutes.htm
Minnesota Rules Website: http://www.revisor.leg.state.mn.us

Annual Public Reporting

Minnesota Statutes § 120B.11, Subd. 5: Report

By October 1 each year the school board shall adopt an annual public report to be published in the local newspaper with the largest circulation in the district, distributed by mail or distributed electronically.

If electronic means such as the district Website are used, school districts must publish notice of the report in a periodical of general circulation in the district. School districts must make copies of the report available to the public on request. (Send a copy of the print notice to address above.)

The report title shall contain the district name and number and read as follows:
"***Annual Report on Curriculum, Instruction and Student Achievement.***"

The report must include the following:

- Student achievement goals for meeting academic standards;
- Results of local assessment data and any additional test data;
- District improvement plans including staff development goals under Minnesota Statutes, section 122A.60;
- Information about district and learning sites progress on previous improvement plans;
- Amount and type of revenue attributed to each educational site with a decision-making agreement as defined in Minnesota Statutes, section 123B.04; and
- Advisory committee membership, date term expires, method and criteria the board uses to select members, and application date.

Minnesota Statutes § 120B.11, Subd. 6: Student Evaluation
The board shall provide graduates or GED recipients the opportunity to report on the quality of instruction, curriculum and services; quality of delivery; utility of facilities; and effectiveness of district administration.

Minnesota Statutes § 120B.11, Subd. 7: Periodic Report
Districts shall periodically ask constituencies about satisfaction with school and report results.

Minnesota Statutes § 120B.11, Subd. 8: Biennial Evaluation; Assessment Program
At least every two years, the district report shall include evaluation of the district testing program including the following:

- Written objectives of the assessment program.
- Names of tests and grade levels tested.
- Use of test results.
- Student achievement results compared to previous years.

Basic Skills Reporting

Reporting Basic Skills Test data pertaining to grades 9-12 remains a requirement.
The graduating class of 2009 will be the last class to receive diplomas under Minnesota Rule 3501.0160 District Reporting Requirements and Minnesota Rule 3501.0140 Test Administration related to the Basic Skills Tests.
Due to data privacy issues, districts are not required to report the data when the number of students that have not met the BST requirement is nine or fewer students.
Districts will be receiving updates regarding revised requirements as the Graduation-Required-Assessments for Diploma (GRAD) rules are finalized.

Standards Rules

Basic Skills Reporting, Minnesota Rule 3501.0160
By October 15, the district shall annually report to MDE the following information through newspaper or publication sent to all households:

- Number of students at each of grades 9-12 enrolled according to Minnesota Automated Reporting Student System (MARSS).
- Number of students at each of grades 9-12 passing basic tests at state level.
- Number of students at each of grades 9-12 passing basic tests at individual level under IEP or 504 plan.
- Number of students at each of grades 9-12 passing basic tests that have been translated into language other than English.
- Number of students at each of grades 9-12 exempt from basic tests.
- From previous year grade 12, number of students denied a diploma because of not passing basic tests.

Basic Testing Administration Notification, Minnesota Rule 3501.0140
By October 15 the boards shall adopt and publish a basic requirement administration plan. The plan shall be filed with MDE and delivered to all households.

At a minimum the plan shall include the following:

- Graduation requirements.
- Number of retake opportunities available.
- Opportunities for remediation for students who do not pass.
- Process for seniors to request additional testing or accommodations.
- Process to appeal district's response to a request for accommodations.
- How to report breaches in test security to the district and MDE.

Minnesota Department of Education

Fall 2010

Checklist

Annual Report on Curriculum, Instruction and Student Achievement

The school board shall publish a summary of the report in the local newspaper with the largest circulation in the district, by mail, or by electronic means such as the district Website. If electronic means are used, school districts must publish notice of the report in a periodical of general circulation in the district. School districts must make copies of the report available to the public on request.

_____ The public report is titled "*Annual Report on Curriculum, Instruction and Student Achievement*" and contains district name and number.

_____ The report is approved by the district Board of Education **by October 1** of each year.

The report includes the following:

_____ Student achievement goals for meeting state academic standards;

_____ Results of local assessment data, and any additional test data;

_____ Annual school district improvement plans including staff development goals under section 122A.60;

_____ Information about district and learning site progress in realizing previously adopted improvement plans;

_____ If a district has a site decision-making agreement, the report includes information about the amount and type of revenue attributed to each site as defined in section 123B.04;

_____ District advisory committee information provides: names, date terms expire, membership criteria and application date; and

_____ Basic Skills Tests (BSTs) are reported if 10 or more students have not met the BST requirements.

OTHER REPORTING REQUIREMENTS

_____ A biennial review of the district testing program that includes:

- written objectives of testing program;
- names of tests and grade levels tested;
- use of test results; and
- student achievement results compared to previous years.

_____ Constituent surveys are reported on a periodic basis.

STRONG SCHOOLS STRONG COMMUNITY







DRAFT

MOORHEAD AREA PUBLIC SCHOOLS

2009-10 ANNUAL REPORT ON CURRICULUM, INSTRUCTION AND STUDENT ACHIEVEMENT

WELCOME TO THE 2009-10 ANNUAL REPORT ON CURRICULUM, INSTRUCTION AND STUDENT ACHIEVEMENT

STRONG SCHOOLS, STRONG COMMUNITY



Moorhead Area Public Schools has a strong tradition of excellence. Our district has excellent programs, students, staff and teachers. Our students excel in academics, arts and athletics. Continuous improvement efforts in the Moorhead Area Public Schools have developed a strong foundation for student learning.

Quality schools provide a strong foundation for our community. This year's district theme, "Strong Schools, Strong Community," emphasizes the connections Moorhead Area Public Schools has with the larger community.

Our district is filled with creative, energetic and enthusiastic employees focused on students and learning. Our students have opportunities to learn, explore and experience. We are educating a new generation and preparing them to take on the challenges of our world.

These students are already actively supporting our community, sharing their time and talents through service-learning projects, fundraising efforts, sandbagging, activities, jobs and more.

We still have hard work ahead. Our district continues efforts to ensure all students are proficient. This report contains results from the 2010 Minnesota Comprehensive Assessments-II. The state-required MCA-IIs are one of the multiple ways Moorhead Area Public Schools measures student progress and whether students are meeting their learning goals.

We will work together to close the achievement gap for students. We will continue to explore ways to provide educational opportunities for students.

We also must work together to ensure that we have adequate resources to provide the educational opportunities our community values. The economic challenges we face are ones that school districts in our state and nation are facing. Sustained and consistent funding is important if we are going to continue to be a strong school district and provide educational opportunities for our students. Community support will keep our schools strong and provide an excellent education for all students.

Our district's mission is to develop the maximum potential of all learners to thrive in a changing world. For our students to thrive, our schools need continued support.

For our community to thrive, we must attract and keep strong families. One of the best ways to do that is through a strong school system. Strong schools means a strong community.

Sincerely,

Lynne Kovash

Dr. Lynne A. Kovash
Superintendent

This document can be made available in an alternate format such as large print, Braille or audio cassette.
Call 284-3330 to make a request.

If you do not read English and would like help in your own language, please call 284-3330.

Si usted no lee en inglés y le gustaría que le ayudaran en su propio idioma, por favor llame al 284-3330.

Neu ban khong biet doc tieng Anh va muon giup do trong ngon ngu cua ban,xin goi so 284-3330.

هاركاه تو نه‌يشگيرى به زمان خو ، هيڤيه ته‌لبفا خو بكه‌ 284-3330.

如果你不懂英語，希望受到協助，請打電話 284-3330.

ប្រសិនបើអ្នកមិនចេះភាសាអង់គ្លេស
ហើយចង់បានជំនួយ
សូមទូរស័ព្ទ 284-3330.

TABLE OF CONTENTS

Instruction and Curriculum Advisory Committee ..... Page 3
Measuring Student Progress ..... Pages 4-7
GRAD Results ..... Page 8
No Child Left Behind / SMART Goals ..... Page 9
Adequate Yearly Progress ..... Page 10
Minnesota Comprehensive Assessments ..... Page 11
Continuous Improvement Process ..... Pages 12-13
Improving Student Achievement ..... Pages 14-15
Ellen Hopkins Elementary School ..... Pages 16-17
Robert Asp Elementary School ..... Pages 18-19
S.G. Reinertsen Elementary School ..... Pages 20-21
Horizon Middle School ..... Pages 22-23
Moorhead High School ..... Pages 24-25
Red River Area Learning Center ..... Pages 26-27

INSTRUCTION AND CURRICULUM ADVISORY COMMITTEE

The Instruction and Curriculum Advisory Committee provides a forum where parents, community members and school officials can work together to evaluate, review and plan the district's academic programming.

The committee helps ensure that there is continuous improvement in what is taught in each and every subject area for students in grades K–12.

Community members are either recommended by various groups including principals, parents, etc., or they can volunteer on their own. All terms are for two years. Members can be re-appointed.

People interested in serving on the Instruction and Curriculum Advisory Committee should express interest to a building administrator or should call 284-3330 by Nov. 1.

2009-10 Curriculum and Instruction Advisory Committee

(Year gives expiration date of term)

Juan Camarillo 2011
Rep: Non-licensed Staff

Jamie Church 2011
Rep: Robert Asp Parent

Mary Cihlar 2011
Rep: Red River ALC

Cindy Fagerlie 2011
Rep: School Board

Charlie Fisher 2011
Rep: Gifted/Talented Teacher

Mary Flesberg 2010
Rep: Secondary Teacher

Pamela Gibb, Secretary 2010
Rep: District Communications

Linda Granberg 2011
Rep: Moorhead High Parent

Dana Haagenson 2011
Rep: Hopkins Parent

Russ Henegar 2011
Rep: Principal

Kirsten Hoaby 2010
Rep: Senior Class

Norma Holland 2011
Rep: Red River ALC

Laurie Johnson 2010
Rep: Robert Asp Parent

Lynne Kovash 2010
Rep: Administration

Carol Ladwig 2011
Rep: Senior Citizens

Matt Naugle 2010
Rep: Principal

Donna Norquay 2010
Rep: Minorities

Louis Ochoa, Jr. 2011
Rep: Moorhead Police Dept.

Chizuko Shastri 2011
Rep: Moorhead High Parent

Seiko Shastri 2011
Rep: Junior Class

Teresa Shume 2010
Rep: Hopkins Parent

Terri Smith 2011
Rep: Horizon Parent

Faye Smiley-Aakre 2011
Rep: Minorities

Carolyn Strnad 2011
Rep: Special Education

Bill Tomhave 2010
Rep: Higher Education

Kristine Thompson 2010
Rep: School Board

Kris Valan 2011
Rep: Higher Education

Trudy Wilmer 2010
Rep: Horizon Parent

John Wirries, Chair 2010
Rep: Reinertsen Parent

CURRICULUM AND INSTRUCTION GOALS OF MOORHEAD AREA PUBLIC SCHOOLS

These student performance goals establish broad curriculum expectations for Moorhead Area Public Schools that encompass the Minnesota Academic Standards and the federal No Child Left Behind Act.

Goal 1: All students will be required to demonstrate essential skills as determined by the School Board at each grade level and in the Minnesota Academic Standards to participate in lifelong learning.

Goal 2: Each student will have the opportunity to acquire 21st century skills, knowledge and expertise to succeed in life and work in the 21st century.

Visit the district website at www.moorhead.k12.mn.us for a copy of School Board Policy 601.

AREAS REVIEWED BY THE INSTRUCTION AND CURRICULUM ADVISORY COMMITTEE

During the 2009-10 school year, the Instruction and Curriculum Advisory Committee addressed the following areas:

- Review curriculum and instruction implications of the district's strategic plan through school and committee updates.
- Review district test results and the district's testing program, including a review of progress toward goals.
- Review the implications of the No Child Left Behind requirements and the district's continuous improvement efforts, including Supplemental Educational Services.
- Review the staff development program and goals, with emphasis on staff development for the implementation of standards-based teaching and assessment.
- Monitor the implementation of the Minnesota Academic Standards.
- Continue to monitor compensatory education programs including Elementary and Secondary Education Act, English as a Second Language, Migrant Education, and Indian Education.
- Review the World Language Task Force report and recommendations.
- Review K+ implementation.
- Review STEM and Project Lead the Way implementation.
- Discuss community efforts for increasing graduation rates.
- Review community-based concerns related to instruction and curriculum.

MEASURING STUDENT PROGRESS

MINNESOTA ACADEMIC STANDARDS

Minnesota adopted academic standards in the areas of language arts, mathematics, the arts, social studies and science. These standards will be reviewed and revised on a cyclical basis both at the state and district levels.

The standards provide a summary description of what students know or are able to do within a particular subject area and at a particular grade level.

Grade-level benchmarks specify the academic knowledge and skills that schools must offer and students must achieve to satisfactorily complete a state standard.

Moorhead has incorporated the standards for language arts, math, social studies and science. Other district developed standards have been incorporated into the K-12 curriculum. The new mathematics standards are being implemented. This includes algebra for all eighth-grade students by 2010-11.

MEASURING ACHIEVEMENT

Moorhead Area Public Schools uses a variety of methods to measure student progress and determine whether our students are meeting their learning goals. Those methods include:

- NWEA Measures of Academic Progress (MAP)
- Minnesota Comprehensive Assessments (MCA-II)
- MCA-II / GRAD
- AIMSweb
- Various Literacy Assessments
- In-class Unit and Skills Assessments
- Common Assessments
- College Admissions Tests

AMONG THE HIGHLIGHTS

Measures of Academic Progress

The MAP assessments are taken each fall and spring by students in grades 2-9 to measure students' academic progress in reading and mathematics skills.

Minnesota Comprehensive Assessments-II

The MCA-IIs measure academic knowledge in the skills of language arts and mathematics. Students in grades 3-8, 10 and 11 participate in the MCA-II tests in the areas of reading and mathematics. In 2009-10, students in grades 5 and 8 and high school biology students took the MCA-II in the area of science.

Results of these tests help the district make decisions about curriculum and assist in determining progress on standards. Refer to page 11 for more information.

MCA-II / GRAD

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

These tests measure proficiency on the Minnesota Academic Standards and other essential skills. The GRAD (Graduation-Required Assessments for Diploma) component of the MCA-II replaced the Basic Skills Tests.

Refer to page 8 for more information.

EXAMPLES OF EXCELLENCE

- In 2010, Moorhead High School was ranked in the top 1,600 U.S. high schools by Newsweek based on Advanced Placement test participation.
- The Moorhead High School Economics Challenge Team placed first in the Adam Smith (Advanced Placement) division of the 2010 Minnesota State Economics Challenge.
- Moorhead High's 2009 fall musical, "Peter Pan," was recognized with four SpotLight Musical Theatre Awards by Hennepin Theatre Trust.
- Horizon Middle School's Destination ImagiNation team PieThagoreans placed second at the 2010 state tournament and tied for 15th at the Global Finals.
- Dan Bacon, director of property services and transportation, was named 2009-10 Transportation Administrator of the Year by the Minnesota Association for Pupil Transportation.
- In 2009-10, Moorhead students were selected for All-State Orchestra, MBDA Honor Band, Anacrusis All-State Honor Choir and MNSOTA Middle Level Honors Orchestra.
- The Moorhead High School boys cross country team placed first in the 2009 Section 8AA Championship and seventh at the state meet.
- Horizon Math Masters teams placed first, second and third in the 2010 regional tournament.

MEASURING STUDENT PROGRESS

GRADES K-5: DISTRICT-WIDE TESTING FOR 2010-11

Tests	Grades Tested	Dates	Objectives/Uses
Minnesota Comprehensive Assessments-II (MCA-IIs) in: Math	3-5	March 28-May 20, 2011	To provide information about instruction of the Minnesota Academic Standards and help schools and teachers determine program improvements and individual student progress
Reading	3-5	April 12 & 14, 2011	
Science	5	March 28-May 20, 2011	
NWEA Measures of Academic Progress (MAP)	2–5	Fall and spring, all students Sept. 29-Oct. 19, 2010 May 2-27, 2011 Winter, selected students Jan. 3-14 & 24-Feb. 4, 2011	To provide a measure of a student's academic progress in reading and mathematics skills and assist with building, classroom and student goal setting
Test of Emerging Academic English (TEAE)	English language learners in K-5	March 7-15, 2011 March 21-25, 2011	To demonstrate growth in reading/writing and to assess progress in acquiring the academic English language in grades K-5. ELLs take TEAE and reading MCA-II in grades 3-5. For K-2, reading and writing is assessed with a teacher observation rating.
Mathematics Test for English Language Learners (MTELL)	English language learners in 3-5	Same as math MCA-IIs above	Optional test to replace math MCA-IIs for ELLs
Minnesota Student Oral Language Observation Matrix (MN SOLOM)	English language learners in K-5	March 7-15, 2011 March 21-25, 2011	To demonstrate growth in listening and speaking skills using a teacher observation matrix
Minnesota Test of Academic Skills (MTAS)	Specific special education students in 3-5 as identified in IEP	March 28-April 29, 2011 (reading and math) March 28-May 20, 2011 (science)	To provide a measure of progress in reading, mathematics and science skills for specific special education students using alternative assessments instead of MCA-II
AIMSweb Indicators of Early Literacy/Oral Reading Fluency Skills	K-5	Sept. 8-24, 2010 Jan. 10-28, 2011 May 2-20, 2011	To determine a student's level of proficiency with early literacy and reading skills
Various Literacy Assessments	K-5 selected students	Throughout the school year	To determine a student's reading level and skills
Common Math Assessment	K-1	Mid year and end year progress reports	To determine a student's level of proficiency with early numeracy and math skills
National Assessment of Educational Progress (NAEP)	4	Odd-numbered years as determined by Minnesota Department of Education	Districts selected for participation in math or reading NAEP tests must do so to receive state and district Title I funds
Special Education test as applicable	Specific students in all grades	As needed	To assess student needs for referral and special help; to assist with classroom placements and course adjustments
Entrance tests for students new to the district	Specific students in all grades		

MEASURING STUDENT PROGRESS

GRADES 6-8: DISTRICT-WIDE TESTING FOR 2010-11

Tests	Grades Tested	Dates	Objectives/Uses
Minnesota Comprehensive Assessments-II (MCA-IIs) in: Math	6-8	March 28-May 20, 2011	To provide information about instruction of the Minnesota Academic Standards and help schools and teachers determine program improvements and individual student progress
Reading	6-8	April 12 & 14, 2011	
Science	8	March 28-May 20, 2011	
NWEA Measures of Academic Progress (MAP)	6-8	Fall and spring, all students Sept. 29-Oct. 19, 2010 May 2-27, 2011 Winter, selected students Jan. 3-14 & 24-Feb. 4, 2011	To provide a measure of a student's academic progress in reading and mathematics skills and assist with building, classroom and student goal setting
Test of Emerging Academic English (TEAE)	English language learners in 6-8	March 7-15, 2011 March 21-25, 2011	To demonstrate growth in reading/writing and to assess progress in acquiring the academic English language in grades 6-8. ELLs take TEAE and reading MCA-II in grades 6-8.
Mathematics Test for English Language Learners (MTELL)	English language learners in 6-8	Same as math MCA-IIs above	Optional test to replace math MCA-IIs for ELLs
Minnesota Student Oral Language Observation Matrix (MN SOLOM)	English language learners in 6-8	March 7-15, 2011 March 21-25, 2011	To demonstrate growth in listening and speaking skills using a teacher observation matrix
Minnesota Test of Academic Skills (MTAS)	Specific special education students in 6-8 as identified in IEP	March 28-April 29, 2011 (reading and math) March 28-May 20, 2011 (science)	To provide a measure of progress in reading, mathematics and science skills for specific special education students using alternative assessments instead of MCA-II
AIMSweb Reading Comprehension (MAZE-CBM)	6	Sept. 8-24, 2010 Jan. 10-28, 2011 May 2-20, 2011	To determine a student's level of proficiency with reading comprehension skills
EXPLORE	8	Oct. 7-8, 2010	To provide information and assist in counseling individual college-bound students; norm-referenced achievement tests in reading/language arts, math, science, and social studies; career inventory
Common Math Assessment	6-8	Throughout year as determined by PLCs, grade level and middle school teams	To determine a student's level of proficiency with math skills
National Assessment of Educational Progress (NAEP)	8	Even-numbered years as determined by Minnesota Department of Education	Districts selected for participation in math or reading NAEP tests must do so to receive state and district Title I funds
Special Education test as applicable	Specific students in all grades	As needed	To assess student needs for referral and special help; to assist with classroom placements and course adjustments
Entrance tests for students new to the district	Specific students in all grades		

MEASURING STUDENT PROGRESS

GRADES 9-12: DISTRICT-WIDE TESTING FOR 2010-11

Tests	Grades Tested	Dates	Objectives/Uses
Minnesota Comprehensive Assessments-II (MCA-IIs) in: Reading	10	April 12 & 13, 2011	To provide information about instruction of the Minnesota Academic Standards and help schools and teachers determine program improvements and individual student progress; reading and math MCA-II/GRAD required for graduation in Minnesota for students in grade 12 and below
Mathematics	11	April 12 & 13, 2011	
Science	Biology students	March 28-May 20, 2011	
GRAD Test of Written Composition	10-12 who have not passed	Nov. 2, 2010, April 19, 2011	To ensure minimum competency in writing; required for graduation
	9	April 12, 2011	
NWEA Measures of Academic Progress (MAP)	9	Fall, new students Sept. 29-Oct. 19, 2010 Winter, selected students Jan. 3-14 & 24-Feb. 4, 2011 Spring, all students May 2-27, 2011	To provide a measure of a student's academic progress in reading and mathematics skills and assist with building, classroom and student goal setting
Test of Emerging Academic English (TEAE)	English language learners 9-12	March 7-15, 2011 March 21-25, 2011	To demonstrate growth in reading/writing and to assess progress in acquiring the academic English language in grades 9-12. ELLs take TEAE and reading MCA-II in grade 10.
Mathematics Test for English Language Learners (MTELL)	English language learners in 11	Same as mathematics MCA-IIs above	Optional test to replace math MCA-IIs for ELLs
Minnesota Student Oral Language Observation Matrix (MN SOLOM)	English language learners 9-12	March 7-15, 2011 March 21-25, 2011	To demonstrate growth in listening and speaking skills using a teacher observation matrix
Minnesota Test of Academic Skills (MTAS)	Specific special education students in 9-12 as identified in IEP	March 28-April 29, 2011 (reading and math) March 28-May 20, 2011 (science)	To provide a measure of progress in reading, mathematics and science skills for specific special education students using alternative assessments instead of MCA-II
Special Education test as applicable	Specific students in all grades	As needed	To assess student needs for referral and special help; to assist with classroom placements and course adjustments
Entrance tests for students new to the district	Specific students in all grades		
PLAN (pre ACT)	10	Oct. 28, 2010	To provide information and assist in counseling individual college-bound students; all are norm-referenced achievement tests; PSAT is the National Merit qualifying test
PSAT (pre SAT)	11 (optional)	Oct. 13, 2010	
ACT	11–12 (optional but recommended)	Various Saturdays and locations throughout the year	
SAT / SAT II	11–12 (optional)		

Continued on page 8

GRAD RESULTS

MOORHEAD STUDENTS ON TRACK FOR MEETING MINNESOTA'S GRADUATION REQUIREMENTS

The GRAD (Graduation-Required Assessments for Diploma) component of the MCA is a set of high school tests in reading, mathematics and writing that all students entering grade 8 in 2005-06 or later must pass to graduate from a public high school in Minnesota. These tests measure proficiency on the Minnesota Academic Standards and other essential skills.

Students in grade 9 take the GRAD writing test. Students take the reading MCA/GRAD in grade 10 and the mathematics MCA/GRAD in grade 11, and in the process they are also taking the GRAD component.

Students who are not proficient on these tests or who don't pass the GRAD component will have several opportunities to retake the GRAD component. Remediation plans are developed according to individual student needs. Special testing accommodations may be made for students with special learning plans (i.e. IEP, 504, LEP). Some students may also be permanently or temporarily exempted.

Moorhead Area Public Schools' testing and graduation policies are available on the district's website at www.moorhead.k12.mn.us.

2010 GRAD (GRADUATION-REQUIRED ASSESSMENTS FOR DIPLOMA) RESULTS

		DISTRICT	STATE
GRADE 9 WRITING	NUMBER PASSING	376	56,690
	PERCENT PASSING	91.5%	90.6%
	NUMBER NOT PASSING	35	5,889
	PERCENT NOT PASSING	8.5%	9.4%
GRADE 10 READING	NUMBER PASSING	303	49,330
	PERCENT PASSING	83.9%	78.1%
	NUMBER NOT PASSING	58	13,869
	PERCENT NOT PASSING	16.1%	21.9%
GRADE 11 MATHEMATICS	NUMBER PASSING	216	35,883
	PERCENT PASSING	58.4%	57.8%
	NUMBER NOT PASSING	154	26,160
	PERCENT NOT PASSING	41.6%	42.2%

Continued from page 7

GRADES 9-12: DISTRICT-WIDE TESTING FOR 2010-11

Tests	Grades Tested	Dates	Objectives/Uses
Armed Services Vocational Aptitude Battery (ASVAB)	11–12 (optional)	Nov. 18	To determine students' vocational aptitude and interests
Common Math Assessment	9-12	Throughout year as set by PLCs and grade level teams	To determine a student's level of proficiency with math skills
Advanced Placement Exams	10, 11, 12	May 2-6, 2011 May 8-13, 2011	To determine college credit related to student scores for students enrolled in AP coursework

NO CHILD LEFT BEHIND ACT

DISTRICT FOCUSES ON CONTINUOUS IMPROVEMENT

At the center of the No Child Left Behind Act, the federal education law, are several measures focusing on student achievement and accountability. The federal law requires states to develop academic standards and test students' progress toward achieving the standards.

Adequate Yearly Progress (AYP) is the level of improvement that school districts and schools must achieve each year as determined under the No Child Left Behind Act (NCLB). School districts have until 2013-14 to achieve 100 percent proficiency for all students in all subgroups.

In Minnesota, three areas determine whether a school district or school has made Adequate Yearly Progress. Those areas include participation and proficiency for eight specific subgroups of students and attendance or graduation rate for all students. Subgroups include students with limited English proficiency (LEP), students with special education needs, students receiving free or reduced lunch, and students who are White, Black, Asian/Pacific Islander, American Indian, and Hispanic.

Results of the Minnesota Comprehensive Assessments-II are used to determine whether a school meets the participation and proficiency requirements.

No Child Left Behind requires that students are tested in grades 3-8 and in high school. Minnesota uses the Minnesota Comprehensive Assessments-II to meet this requirement.

Additionally, NCLB requires annual tests for science once in grades 3-5, once in grades 6-8 and once in grades 9-12.

The No Child Left Behind Act is in the reauthorization process at the federal legislative level.

WHAT ARE SMART GOALS?

SMART goals will enable staff, community members, parents, the School Board and administration to plan, execute, measure and adjust our work to improve student achievement.

SMART goals help educators focus on improving student learning. A SMART goal clarifies exactly what students should learn, the standard of learning expected, and the measures used to determine if students have achieved that standard.

SMART GOAL	INDICATORS	MEASURE	TARGETS
Specific & strategic, measurable, attainable, results-based, time-bound	Standards & objectives (weak areas for students)	Tools we'll use to determine where students are now and whether they are improving	The attainable performance level we would like to see

SMART Goals are

Strategic and Specific
- linked to the district improvement plan and focused on specific student learning needs

Measurable
- resulting in real measurable student achievement results

Attainable
- manageable and feasible with the resources at hand

Results-Based
- aimed at well-defined outcomes that can be measured or observed

Time-Bound
- have a clearly defined time frame for accomplishment

(from Conzemius & O'Neill, 2002)

ADEQUATE YEARLY PROGRESS

SCHOOLS MEET MAJORITY OF AYP REQUIREMENTS

Moorhead Area Public Schools made Adequate Yearly Progress in 2006 and 2007, but did not make AYP based on 2008, 2009 and 2010 MCA-II results. The school district has 36 eligible groups and met 77.8 percent of the requirements for AYP under No Child Left Behind as outlined below.

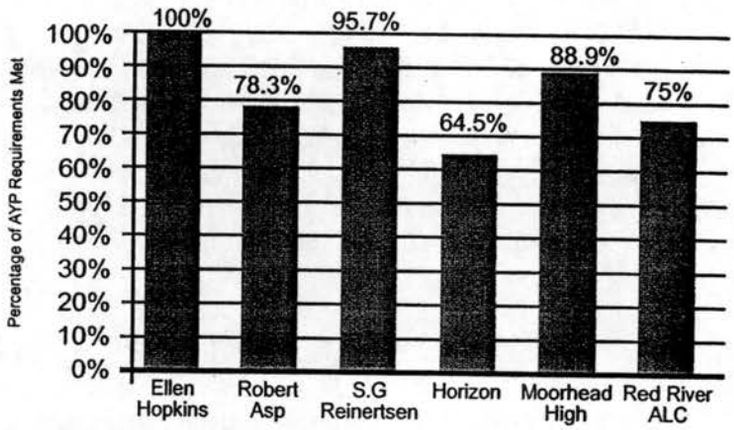
Five schools did not make AYP because of performance by students in specific subgroups as outlined below. Ellen Hopkins Elementary made AYP. Moorhead High School, Horizon Middle School and Robert Asp Elementary are in the fifth year of not making AYP.

Schools met the requirements for Adequate Yearly Progress under No Child Left Behind as follows:

- Ellen Hopkins Elementary has 23 eligible groups and met 100 percent of the requirements for AYP.
- Robert Asp Elementary has 23 eligible groups and met 78.3 percent of the requirements for AYP.
- S.G. Reinertsen Elementary has 23 eligible groups and met 95.7 percent of the requirements for AYP.
- Horizon Middle School has 31 eligible groups and met 64.5 percent of the requirements for AYP.
- Moorhead High School has 18 eligible groups and met 88.9 percent of the requirements for AYP.
- Red River Area Learning Center has four eligible groups and met 75 percent of the requirements for AYP.

Moorhead Area Public Schools will continue to work with the continuous improvement plan to focus on increasing achievement for all students.

AYP REQUIREMENTS MET BY SCHOOLS



ADEQUATE YEARLY PROGRESS

"Yes" means made AYP in that area. "No" means did not make AYP in that area. A "–" means the subgroup was too small to count toward AYP. Subgroup size for participation is 40 or more students; subgroup size for proficiency is 20 or more students. "N/A" means not applicable for AYP.

		PARTICIPATION / PROFICIENCY BY STUDENT SUBGROUP										
		All	American Indian	Asian	Hispanic	Black	White	Limited English Proficient	Special Education	Free / Reduced Lunch	Attendance	Graduation
Moorhead School District	**Reading**	Yes / Yes	Yes / Yes	– / Yes	Yes / No	Yes / No	Yes / Yes	Yes / No	Yes / No	Yes / No	Yes	Yes
	Math	Yes / No	Yes / No	– / Yes	Yes / Yes	Yes / Yes	Yes / Yes	Yes / Yes	Yes / No	Yes / Yes		
Ellen Hopkins Elementary	**Reading**	Yes / Yes	–	–	– / Yes	– / Yes	Yes / Yes	– / Yes	Yes / Yes	Yes / Yes	Yes	N/A
	Math	Yes / Yes	–	–	– / Yes	– / Yes	Yes / Yes	– / Yes	Yes / Yes	Yes / Yes		
Robert Asp Elementary	**Reading**	Yes / No	–	–	Yes / Yes	–	Yes / Yes	– / Yes	Yes / No	Yes / No	Yes	N/A
	Math	Yes / Yes	–	–	Yes / Yes	–	Yes / Yes	– / Yes	Yes / No	Yes / No		
S.G. Reinertsen Elementary	**Reading**	Yes / Yes	–	–	– / Yes	– / Yes	Yes / Yes	– / Yes	Yes / No	Yes / Yes	Yes	N/A
	Math	Yes / Yes	–	–	– / Yes	– / Yes	Yes / Yes	– / Yes	Yes / Yes	Yes / Yes		
Horizon Middle School	**Reading**	Yes / Yes	– / No	–	Yes / Yes	Yes / No	Yes / Yes	Yes / No	Yes / No	Yes / No	Yes	N/A
	Math	Yes / Yes	– / No	–	Yes / No	Yes / No	Yes / Yes	Yes / No	Yes / No	Yes / No		
Moorhead High School	**Reading**	Yes / Yes	–	–	–	–	Yes / Yes	– / Yes	Yes / Yes	Yes / Yes	N/A	Yes
	Math	Yes / Yes	–	–	–	–	Yes / Yes	–	Yes / No	Yes / No		
Red River Area Learning Center	**Reading**	Yes / Yes	–	–	–	–	–	–	–	–	Yes	N/A
	Math	– / No	–	–	–	–	–	–	–	–		

MINNESOTA COMPREHENSIVE ASSESSMENTS

MCA RESULTS ASSIST SCHOOL DISTRICT IN DETERMINING CURRICULUM

Beginning in 2005-06, students in grades 3-8, 10 and 11 took the Minnesota Comprehensive Assessments-II (MCAs) to determine their progress toward the state's academic standards.

On the MCA-IIs, student performance is broken down into four achievement levels with level four indicating exceeding the standards. Students who score in level three are considered meeting state standards. Students scoring in level two partially meet the standards, and students scoring in level one do not meet the standards. Students in levels three and four are considered to be proficient.

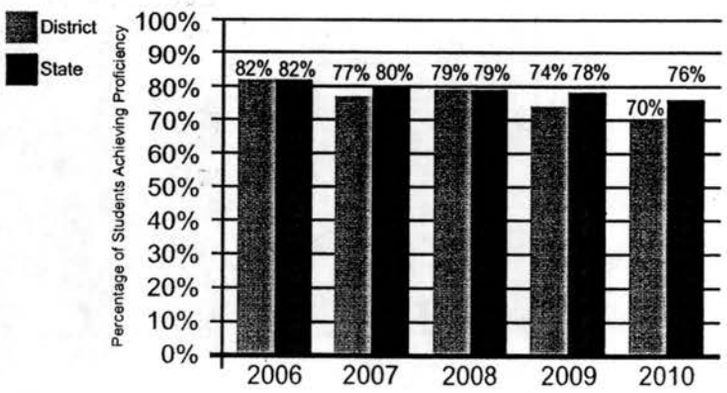
The MCA-II tests measure students' progress toward high academic standards. Students in grade 12 and younger will be required to pass the MCA-II/GRAD, which will be taken at the high school level.

The administrative and teaching staff continue to develop programs to address achievement levels of all students. The Measures of Academic Progress or MAP assessment provides information on the progress that individual students make toward meeting grade-level benchmarks.

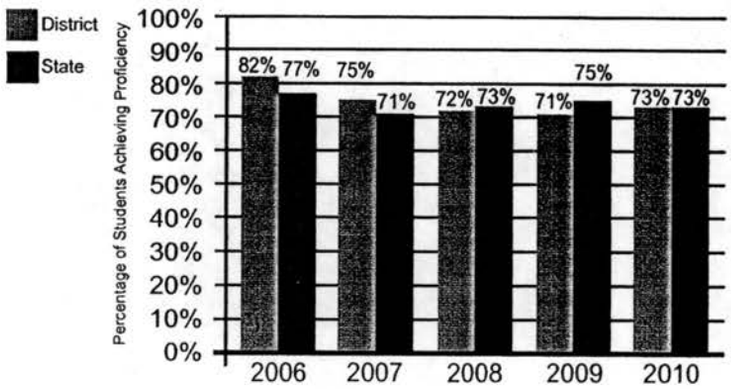
Teachers at all levels will be developing and using districtwide common assessments to measure achievement in each grade level.

2007-10 MCA-II reading results include English language learners' scores. In 2006 ELLs could take the TEAE assessment instead of the MCA-II.

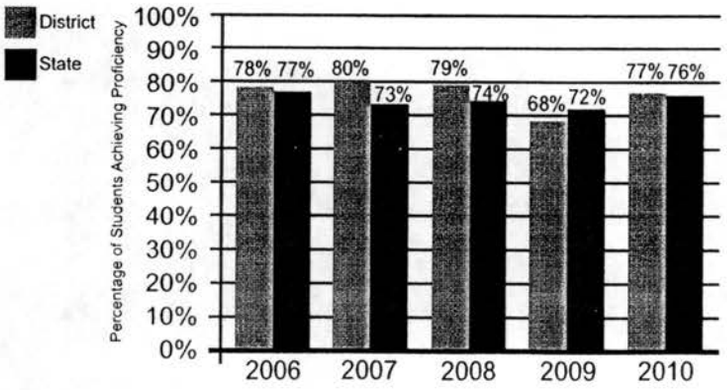
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) DISTRICT READING – GRADE 3

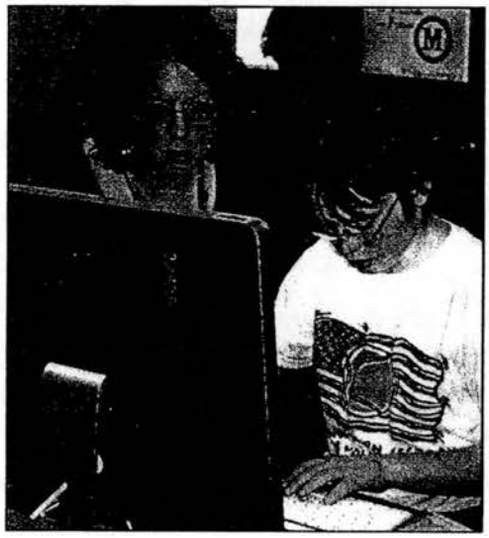


MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) DISTRICT READING – GRADE 4



MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) DISTRICT READING – GRADE 5

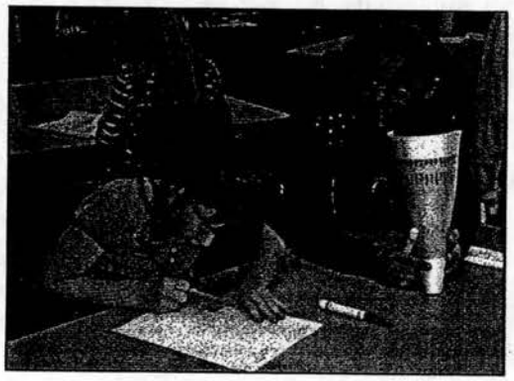




Ellen Hopkins Elementary School fourth-grade teacher Sarah Martin discusses a student's personal narrative with him.

CONTINUOUS IMPROVEMENT PROCESS

PRIORITY AREAS FOCUS ON STUDENT ACHIEVEMENT



An Ellen Hopkins Elementary School fourth-grade student gives a spelling test to her second-grade buddy. The fourth-grade students learned how to give, correct and mark the recording sheets.

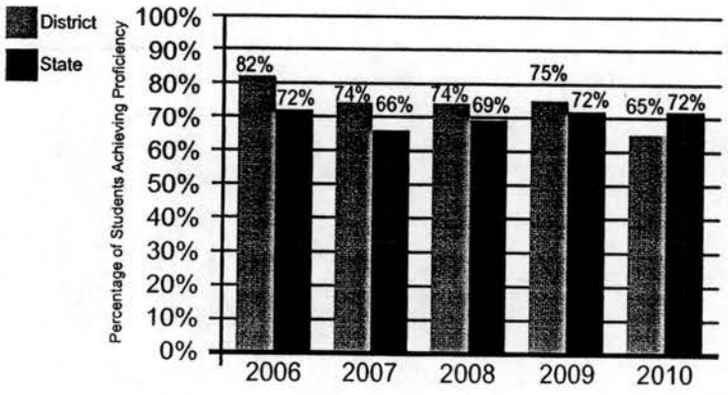
In 2007, the School Board adopted a strategic plan for the Moorhead Area Public Schools. The strategic plan outlined six priority areas with goals and strategies identified for each priority.

The priority areas were:

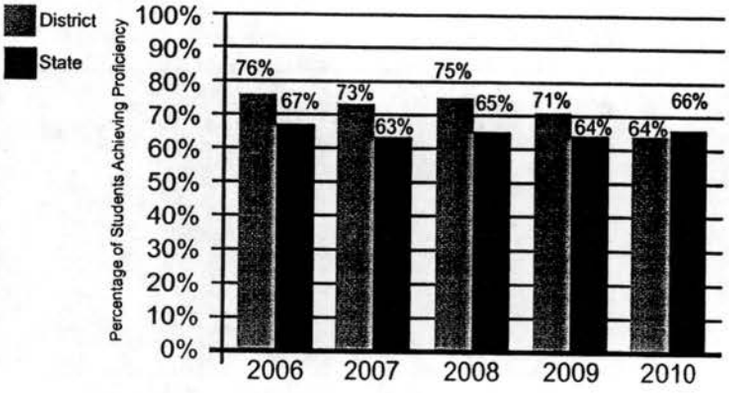
- Priority Area 1: Promote high expectations for student achievement and behavior.
- Priority Area 2: Enhance curriculum and instructional experiences to meet the needs of all learners.
- Priority Area 3: Promote a safe, healthy and respectful learning environment.

2007-10 MCA-II reading results include English language learners' scores. In 2006 ELLs could take the TEAE assessment instead of the MCA-II.

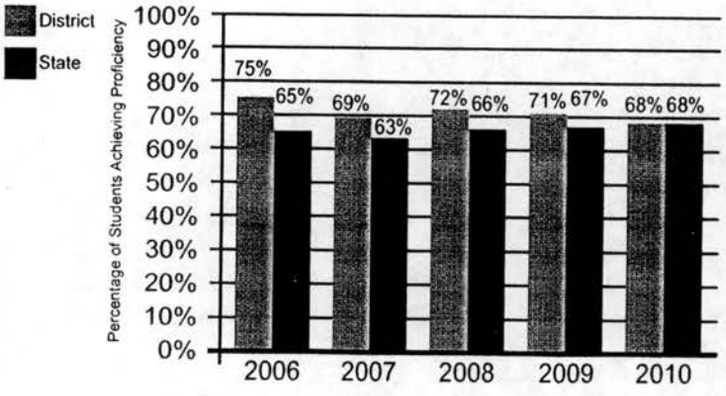
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II)
DISTRICT READING – GRADE 6



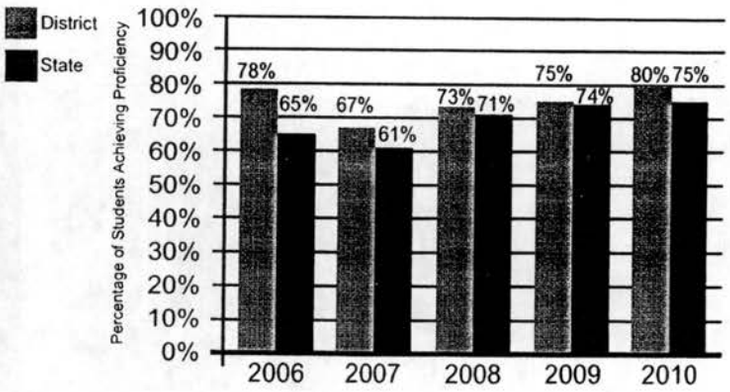
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II)
DISTRICT READING – GRADE 7



MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II)
DISTRICT READING – GRADE 8



MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II)
DISTRICT READING – GRADE 10



CONTINUOUS IMPROVEMENT PROCESS

STRATEGIC PRIORITIES TO BE FURTHER DEVELOPED

- Priority Area 4: Explore the effectiveness of the school day / school year.
- Priority Area 5: Promote arts and 21st century learning, thinking and life skills.
- Priority Area 6: Explore the efficacy and feasibility of all-day kindergarten.

During 2007-08 progress was made in several areas of the strategic plan, but all six priorities areas continued to be a focus for 2008-09.

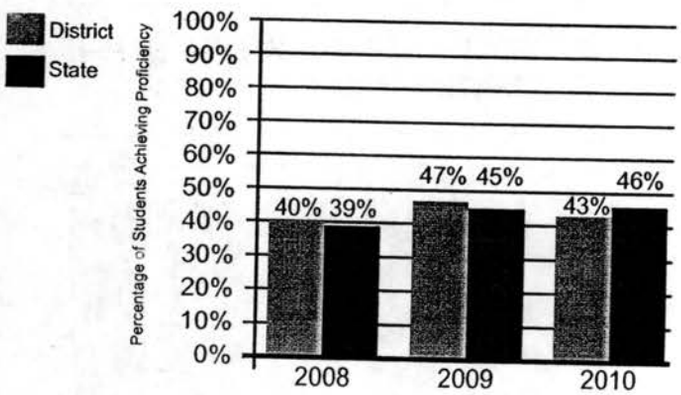
By 2009-10 many of the goals and strategies of the strategic plan were addressed. Five district strategic priorities were developed.

The priorities are:

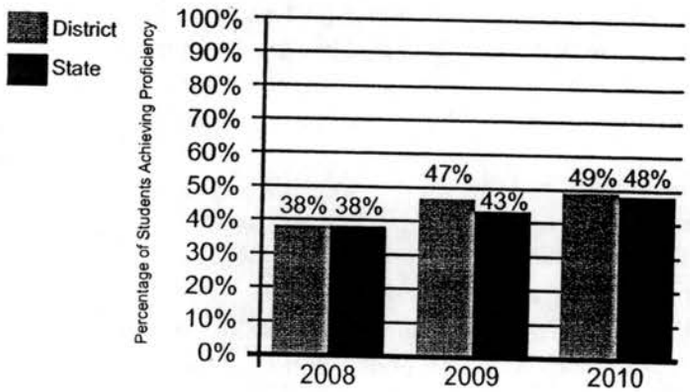
- Student learning
- Professional practice and supervision
- Safe, healthy and respectful environment
- Community involvement and support
- Organizational effectiveness

During 2010-11, measurable goals will be developed for these strategic priorities.

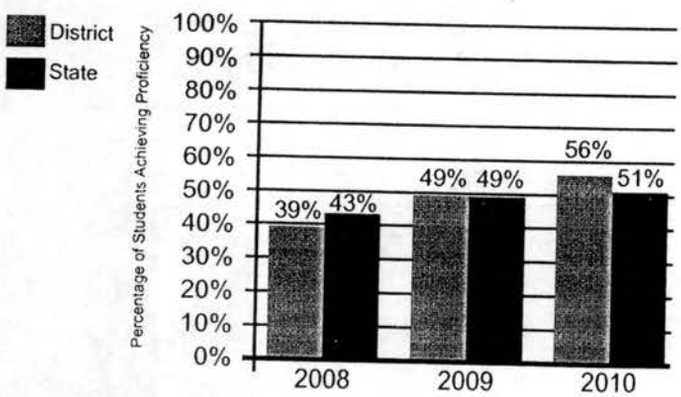
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II)
DISTRICT SCIENCE – GRADE 5

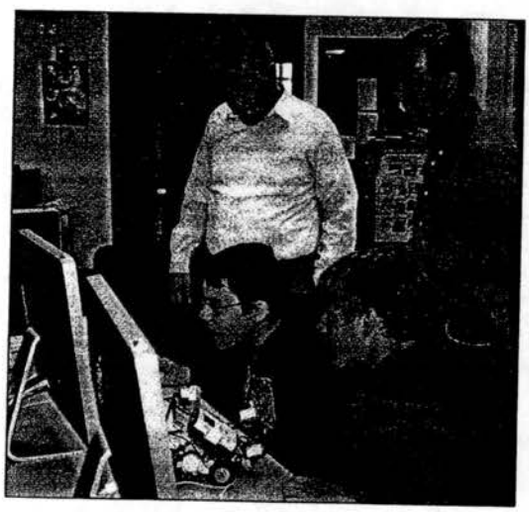


MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II)
DISTRICT SCIENCE – GRADE 8



MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II)
DISTRICT SCIENCE – HIGH SCHOOL





NDSU graduate student Jacob Wagner and Mayor Mark Voxland observe as two Horizon Middle School students program a robot during their STEM (science, technology, engineering and math) class.

IMPROVING STUDENT ACHIEVEMENT

DISTRICT ACADEMIC GOALS

Moorhead Area Public Schools updated a needs assessment and AYP Improvement Plan in 2005 and updated the plan again during 2009-10. The district is using the plan to strengthen performance targets across the following indicators:

- *Curriculum:* Provide additional staff development in promising practices and research basis of math curriculum across instructional levels, ensure rigor for all students, especially for learners at risk, and investigate research-based approaches to accelerated skill development.
- *Instruction:* Increase instructional time in math; staff development in differentiated instruction and foster collaboration with Learner Support Services staff.
- *Assessment and Use of Results Improvement:* Explore instructional strategies that support at-risk learners; use diagnostic assessment to trigger early intervention and to demonstrate incremental growth.
- *Professional Development:* Use student achievement data to determine focus of staff development, provide sustained support of new initiatives and provide teacher math coach.
- *Engaging Families and Community:* Develop more support for parents and provide family involvement activities more closely aligned with instructional goals and priorities.
- *Leadership:* Develop focused strategic plan that addresses the needs of at-risk learners, implement SMART schools model, examine core instruction and time committed in the areas of math and reading for at-risk learners.
- *Planning and Resources:* Improve availability of computers to students and families, update materials for support teachers and integrate curriculum with technology.

PERFORMANCE TARGETS FOR 2009-10

Reading

We will improve reading achievement for all students by 7 percent from 72 percent proficient to 79 percent proficient as evidenced by the state accountability tests by June 2010.

Progress toward goal:

- 70.86 percent of students were proficient.

Mathematics

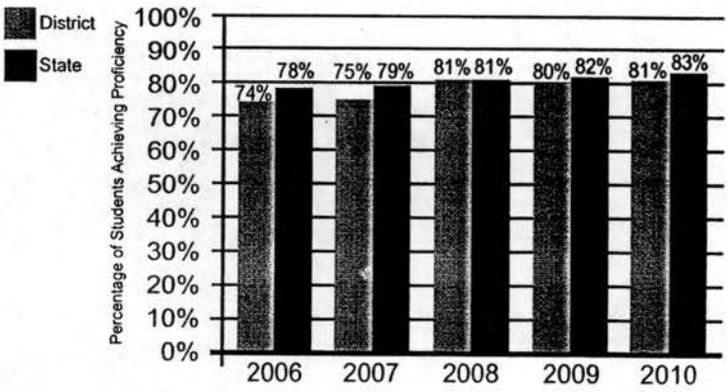
We will improve mathematics achievement for all students by 9 percent from 62 percent to 71 percent proficient on the state accountability tests by June 2010.

Progress toward goal:

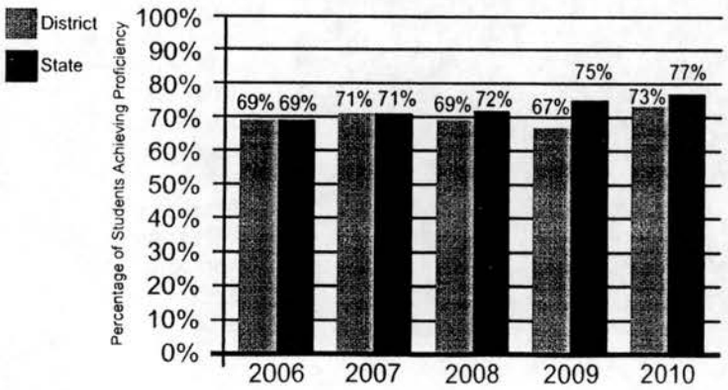
- 63.87 percent of students were proficient.

In 2007-10 English language learners could take the MTELL assessment instead of the math MCA-II. 2006 MCA-II math results include ELLs' scores.

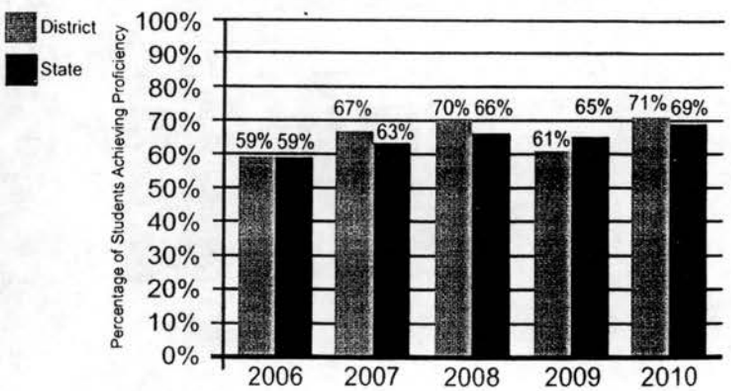
MINNESOTA COMPREHENSIVE ASSESSMENTS-II DISTRICT MATHEMATICS – GRADE 3



MINNESOTA COMPREHENSIVE ASSESSMENTS-II DISTRICT MATHEMATICS – GRADE 4



MINNESOTA COMPREHENSIVE ASSESSMENTS-II DISTRICT MATHEMATICS – GRADE 5



IMPROVING STUDENT ACHIEVEMENT

DISTRICT ACADEMIC GOALS

Vocabulary Expansion

In the area of vocabulary expansion, the district's subscores will be at or above the state average at all grade levels in the American Indian, Hispanic, Black, Free and Reduced, Limited English Proficient (LEP) and Special Education subgroups by June 2010.

Progress toward goal:

SCORES AT OR ABOVE STATE AVERAGE						
GRADE	AMERICAN INDIAN	HISPANIC	BLACK	FREE & REDUCED LUNCH	LIMITED ENGLISH PROFICIENT	SPECIAL EDUCATION
3	No	No	Yes	No	No	No
4	Yes	Yes	Yes	Yes	Yes	Yes
5	No	No	Yes	No	Yes	Yes
6	N/A	No	No	No	No	No
7	N/A	No	No	No	No	Yes
8	No	No	Yes	No	No	No
10	N/A	No	Yes	Yes	Yes	No

PERFORMANCE TARGETS FOR 2010-11

Reading

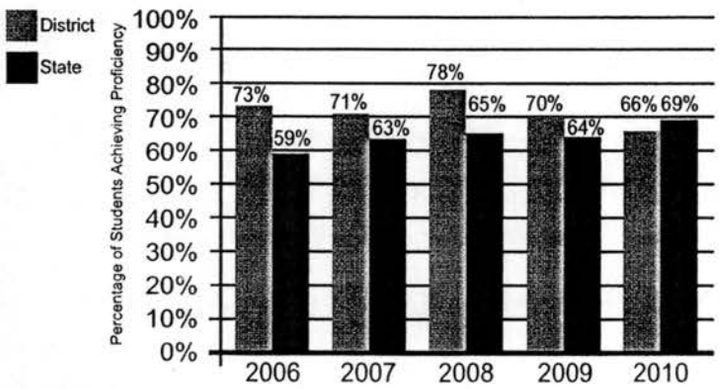
We will improve the reading proficiency of all students so that the percentage of students proficient will increase from 70.86% to 80% as measured on the accountability tests by 2012-13.

Mathematics

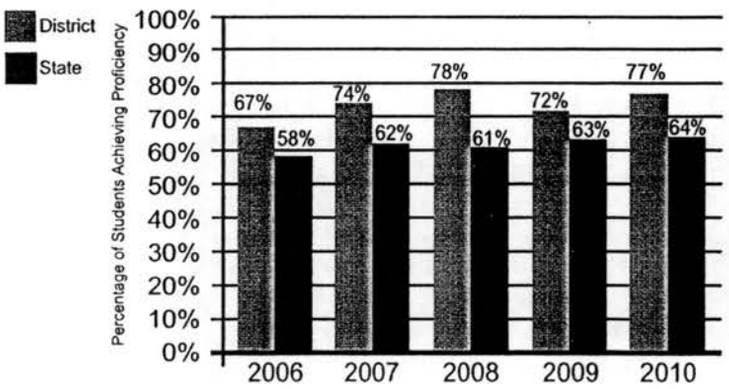
We will improve the mathematics proficiency of all students so that the percentage of students proficient will increase from 63.87% to 75% as measured on the accountability tests by 2012-13.

In 2007-10 English language learners could take the MTELL assessment instead of the mathematics MCA-II. 2006 MCA-II math results include ELLs' scores.

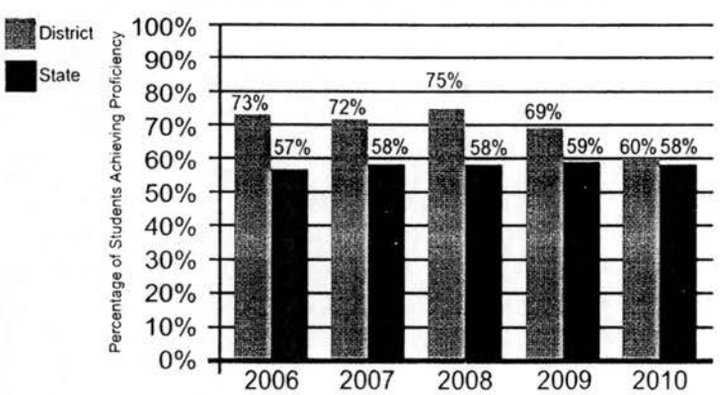
MINNESOTA COMPREHENSIVE ASSESSMENTS-II DISTRICT MATHEMATICS – GRADE 6



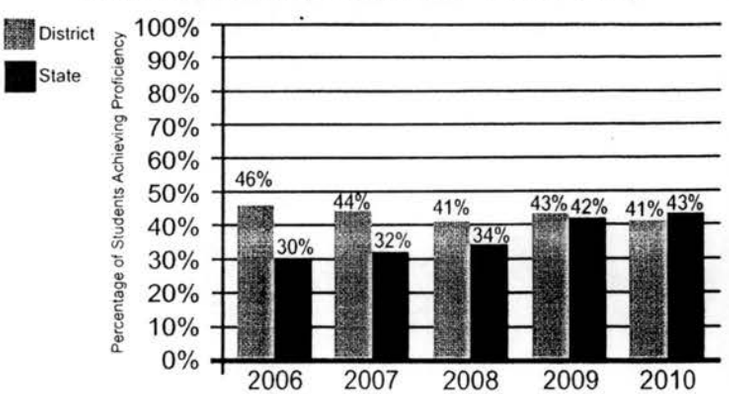
MINNESOTA COMPREHENSIVE ASSESSMENTS-II DISTRICT MATHEMATICS – GRADE 7



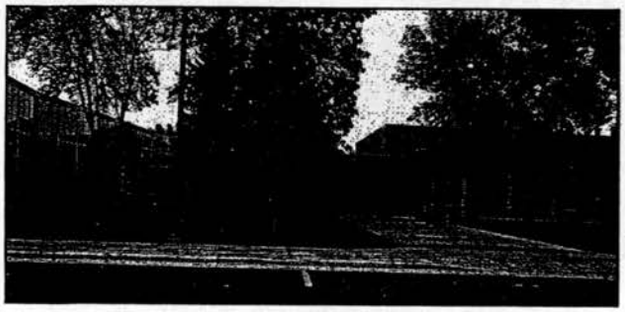
MINNESOTA COMPREHENSIVE ASSESSMENTS-II DISTRICT MATHEMATICS – GRADE 8



MINNESOTA COMPREHENSIVE ASSESSMENTS-II DISTRICT MATHEMATICS – GRADE 11



ELLEN HOPKINS ELEMENTARY SCHOOL



ELLEN HOPKINS ELEMENTARY SCHOOL
2020 11TH ST. S., MOORHEAD, MN 56560
(218) 284-4300

PRINCIPAL: DR. MARY JO SCHMID

Original Construction: 1957-58
Most Recent Remodeling: 2004
Square Footage: 111,005

Attendance Rate (2009-10)	95.71%
Enrollment by Grade (October 2009)	
• Kindergarten	146
• Grade 1	138
• Grade 2	122
• Grade 3	130
• Grade 4	117
• Grade 5	147
• Self-contained Special Education	0
• Total	800
Diversity of Student Population (2009-10)	
• American Indian	3.5%
• Asian	2.0%
• Hispanic	9.4%
• Black	5.5%
• White	79.7%
Percentage of Students Eligible for Free or Reduced-Price Lunch	44%
Percentage of Students Receiving Learner Support Services	
Special Education	15%
English Language Learners	9%

Schools develop improvement goals based on the greatest learning needs of the students in that particular school.

SCHOOL IMPROVEMENT GOALS FOR 2009-10

GOAL 1

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

Progress toward goal:

- 58.9 percent of students in grades 3-5 demonstrated proficiency.

GOAL 2

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

Progress toward goal:

- 57.8 percent of students in grades 3-5 demonstrated proficiency.

GOAL 3

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 percent will demonstrate improved behavior as demonstrated by reduced behavioral referrals by May 2010.

Progress toward goal:

- Behavior referrals increased 23.8 percent as a result of increased implementation of PBIS, creating baseline data for future years.

SCHOOL IMPROVEMENT GOALS FOR 2010-11

GOAL 1 – Ellen Hopkins Elementary School staff will improve the math proficiency in all Hopkins student subgroups so that their proficiency increases by 15% on the MCA-II by May 2011.

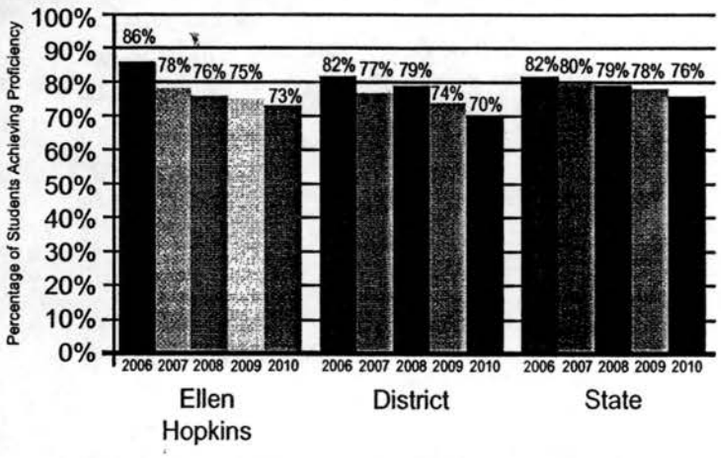
GOAL 2 – Ellen Hopkins Elementary School staff will improve the reading proficiency in all Hopkins student subgroups so that their proficiency increases by 15% on the MCA-II by May 2011.

GOAL 3 – 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 percent will demonstrate improved behavior as demonstrated by reduced behavioral referrals by May 2011.

ELLEN HOPKINS ELEMENTARY SCHOOL

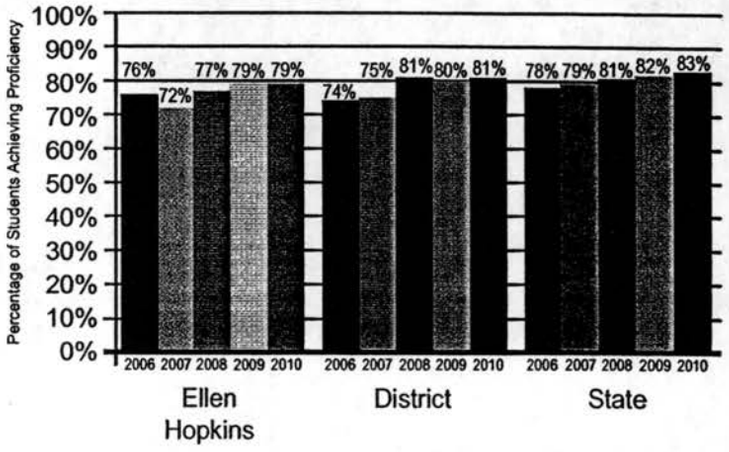
2007-10 MCA-II reading results include English language learners' scores. In 2006 the ELLs could take the TEAE assessment instead of the MCA-II.

MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 3

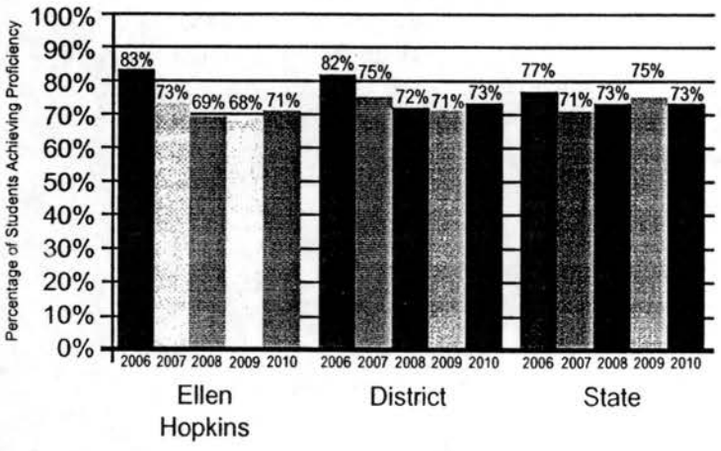


In 2007-10 English language learners could take the MTELL assessment instead of the mathematics MCA-II. 2006 MCA-II math results include ELLs' scores.

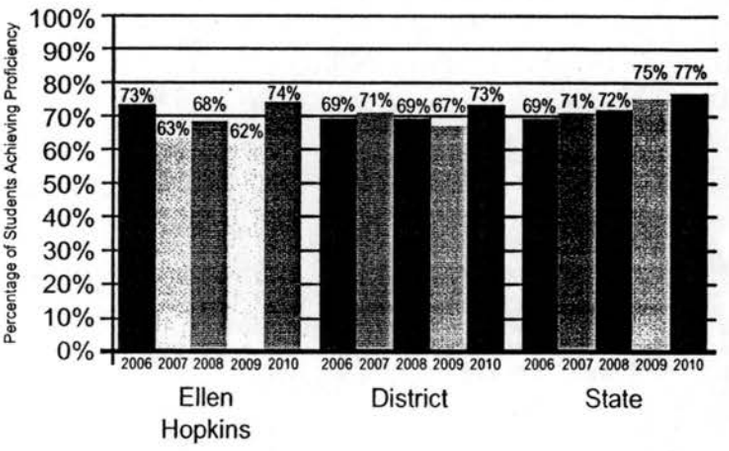
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 3



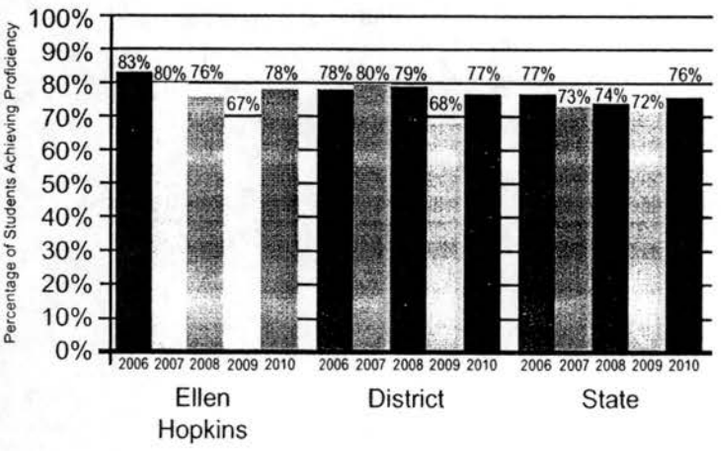
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 4



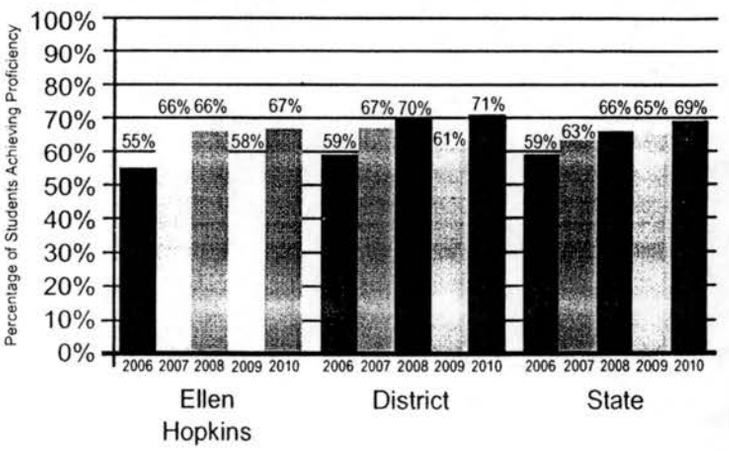
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 4



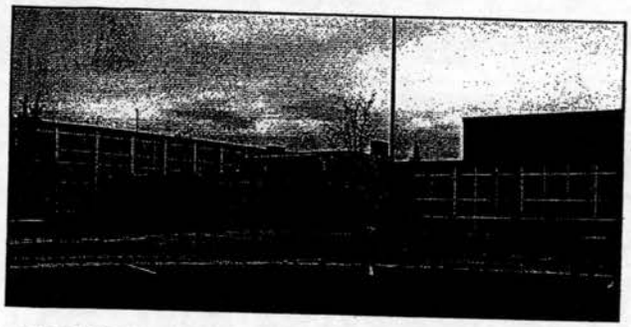
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 5



MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 5



ROBERT ASP ELEMENTARY SCHOOL



ROBERT ASP ELEMENTARY SCHOOL
910 11TH ST. N., MOORHEAD, MN 56560
(218) 284-6300

PRINCIPAL: KEVIN KOPPERUD

Original Construction: 1957-58
Most Recent Remodeling: 2004
Square Footage: 98,510

Attendance Rate (2009-10)	95.86%
Enrollment by Grade (October 2009)	
• Kindergarten	138
• Grade 1	121
• Grade 2	130
• Grade 3	140
• Grade 4	133
• Grade 5	119
• Self-contained Special Education	0
• Total	781
Diversity of Student Population (2009-10)	
• American Indian	3.1%
• Asian	1.8%
• Hispanic	11.3%
• Black	3.9%
• White	80.0%
Percentage of Students Eligible for Free or Reduced-Price Lunch	41%
Percentage of Students Receiving Learner Support Services	
Special Education	15%
English Language Learners	7%

Schools develop improvement goals based on the greatest learning needs of the students in that particular school.

SCHOOL IMPROVEMENT GOALS FOR 2009-10

GOAL 1

Students in grades 3-5 at Robert Asp Elementary will increase their mathematics proficiency from 65 percent to 72 percent on the 2010 MCA-II math assessment.

Progress toward goal:

- 71.2 percent of students in grades 3-5 demonstrated proficiency.

GOAL 2

Students in grades 3-5 at Robert Asp Elementary will increase their reading proficiency from 69 percent to 75 percent on the 2010 MCA-II reading assessment.

Progress toward goal:

- 68.5 percent of students in grades 3-5 demonstrated proficiency.

GOAL 3

Robert Asp Elementary will decrease the number of students missing 11 or more school days by 6 percent from the previous school year using the daily attendance record.

Progress toward goal:

- Students missing 11 or more school days increased to 25 percent partially due to an H1N1 outbreak in November 2009.

SCHOOL IMPROVEMENT GOALS FOR 2010-11

GOAL 1

Students in grades 3-5 at Robert Asp Elementary will increase their mathematics proficiency from 71 percent to 79 percent on the 2011 MCA-II math assessment.

GOAL 2

Students in grades 3-5 at Robert Asp Elementary will increase their reading proficiency from 69 percent to 76 percent on the 2011 MCA-II reading assessment.

GOAL 3

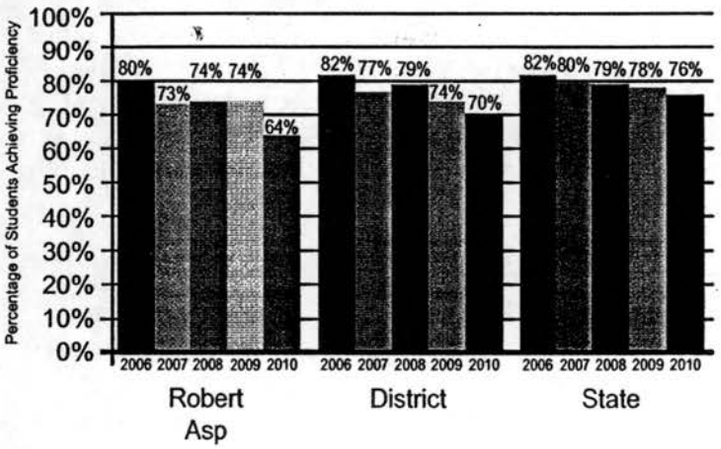
Robert Asp Elementary will decrease the number of students missing 11 or more school days from 25 percent to 15 percent using the daily attendance record.

ROBERT ASP ELEMENTARY SCHOOL

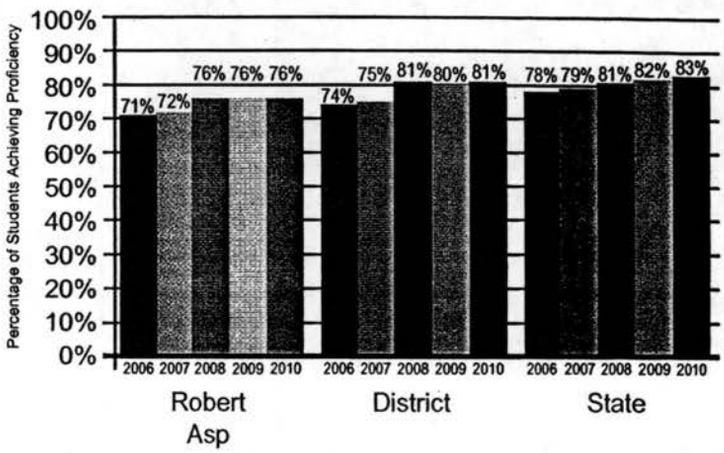
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In 2007-10 English language learners could take the MTELL assessment instead of the mathematics MCA-II. 2006 MCA-II math results include ELLs' scores.

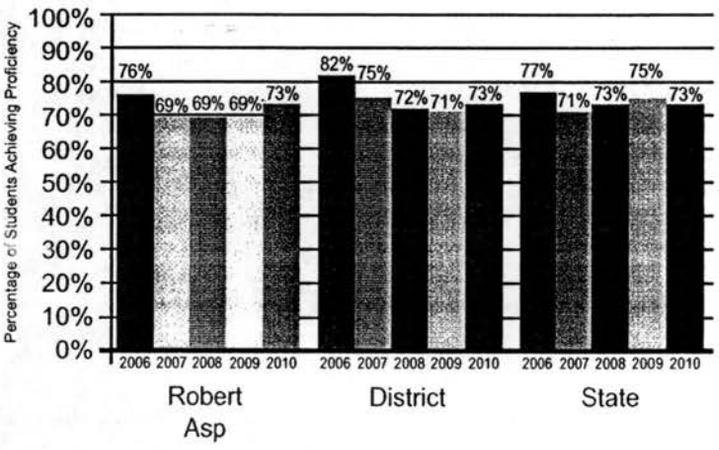
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 3



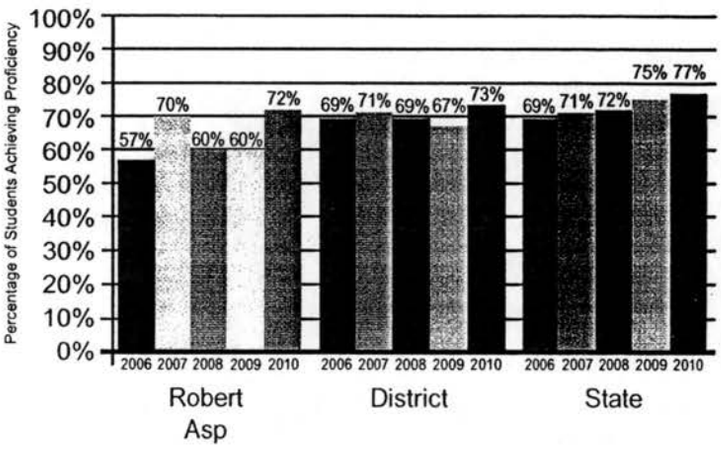
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 3



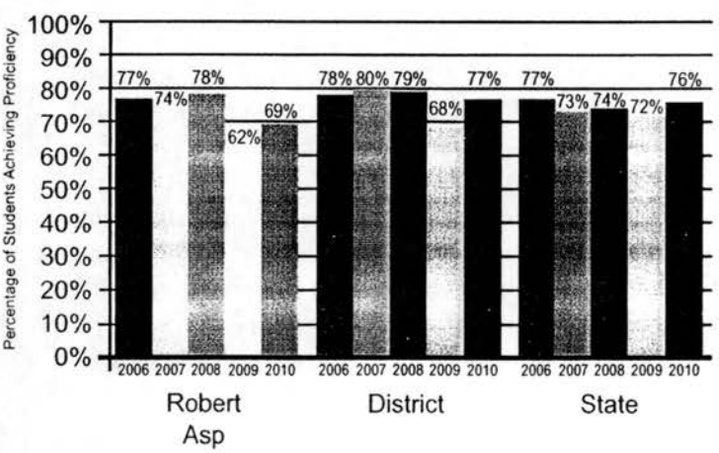
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 4



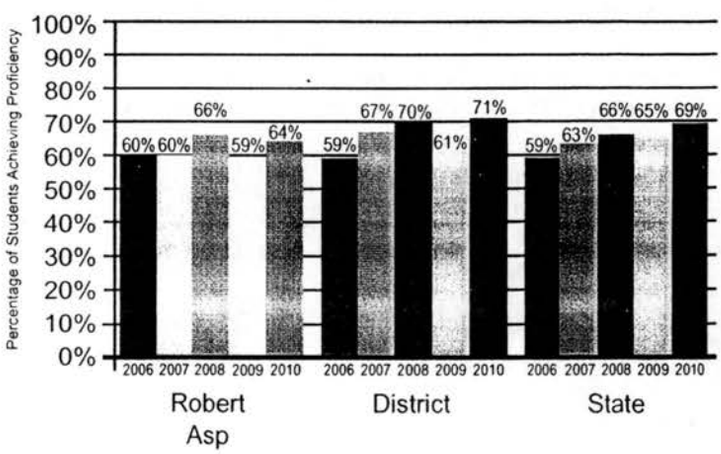
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 4



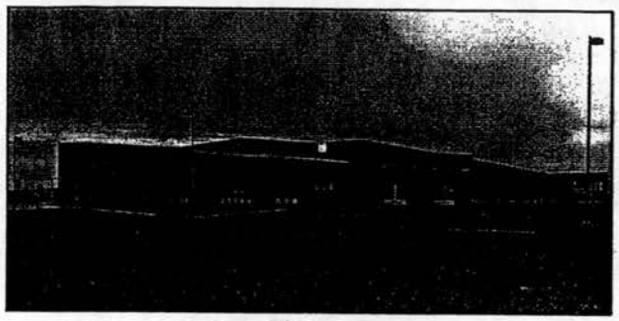
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 5



MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 5



S.G. REINERTSEN ELEMENTARY SCHOOL



S.G. REINERTSEN ELEMENTARY SCHOOL
1201 40TH AVE. S., MOORHEAD, MN 56560
(218) 284-5300

PRINCIPAL: ANNE MOYANO

Original Construction: 2004
Square Footage: 103,600

Attendance Rate (2009-10)	96.52%
Enrollment by Grade (October 2009)	
• Kindergarten at Reinertsen	47
• Kindergarten at Probstfield Center	86
• Grade 1	149
• Grade 2	157
• Grade 3	170
• Grade 4	143
• Grade 5	150
• Self-contained Special Education	0
• Total	902
Diversity of Student Population (2009-10)	
• American Indian	2.6%
• Asian	0.6%
• Hispanic	4.8%
• Black	5.3%
• White	86.8%
Percentage of Students Eligible for Free or Reduced-Price Lunch	31%
Percentage of Students Receiving Learner Support Services	
Special Education	14%
English Language Learners	9%

Schools develop improvement goals based on the greatest learning needs of the students in that particular school.

SCHOOL IMPROVEMENT GOALS FOR 2009-10

GOAL 1

S.G. Reinertsen Elementary staff will improve student math skills and knowledge so that 80 percent of grades 3-5 students demonstrate proficiency on the 2010 MCA-II mathematics assessment.

Progress toward goal:

- 79.8 percent of students in grades 3-5 demonstrated proficiency.

GOAL 2

S.G. Reinertsen Elementary staff will improve student reading skills and knowledge so that 82 percent of grades 3-5 students demonstrate proficiency on the 2010 MCA-II reading assessment.

Progress toward goal:

- 77 percent of students in grades 3-5 demonstrated proficiency.

GOAL 3

100 percent of S.G. Reinertsen Elementary students, when interviewed, will correctly state the three school rules. When incident reports are totaled on May 14, 2010, 80 percent of Reinertsen students will have received no major incident reports for the year.

Progress toward goal:

- 100 percent of students correctly stated the school rules when interviewed and 85 percent of students received no major incident reports.

SCHOOL IMPROVEMENT GOALS FOR 2010-11

GOAL 1

S.G. Reinertsen Elementary staff will improve student math skills and knowledge so that 85 percent of grades 3-5 students demonstrate proficiency on the 2011 MCA-II mathematics assessment.

GOAL 2

S.G. Reinertsen Elementary staff will improve student reading skills and knowledge so that 82 percent of grades 3-5 students demonstrate proficiency on the 2011 MCA-II reading assessment.

GOAL 3

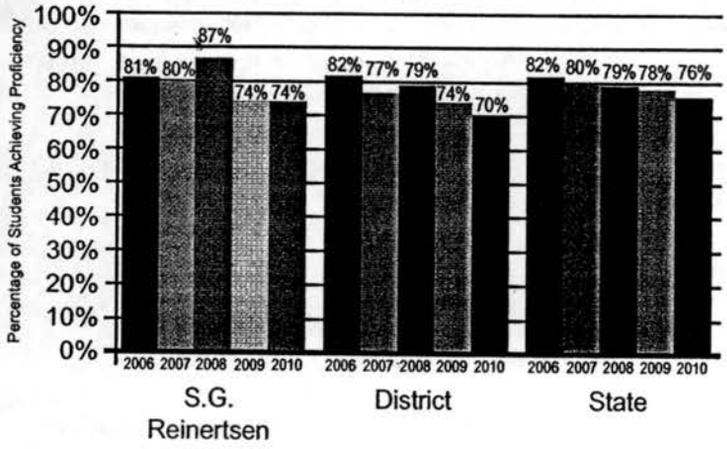
100 percent of S.G. Reinertsen Elementary students, when interviewed, will correctly state the three school rules. When incident reports are totaled at the end of the year, 85 percent of Reinertsen students will have received no major incident reports for the year. No more than 4 percent of students will have three or more major incident report.

S.G. REINERTSEN ELEMENTARY SCHOOL

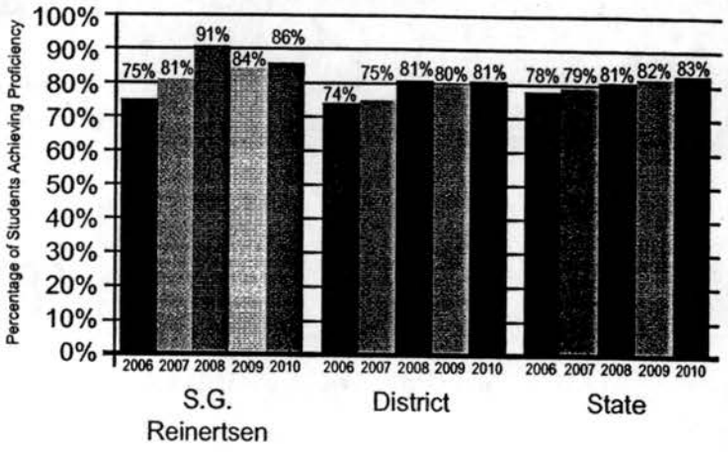
2007-10 MCA-II reading results include English language learners' scores. In 2006 the ELLs could take the TEAE assessment instead of the MCA-II.

In 2007-10 English language learners could take the MTELL assessment instead of the mathematics MCA-II. 2006 MCA-II math results include ELLs' scores.

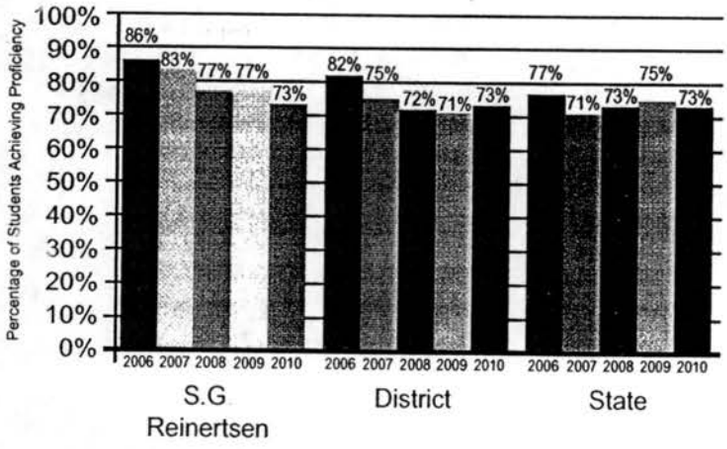
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 3



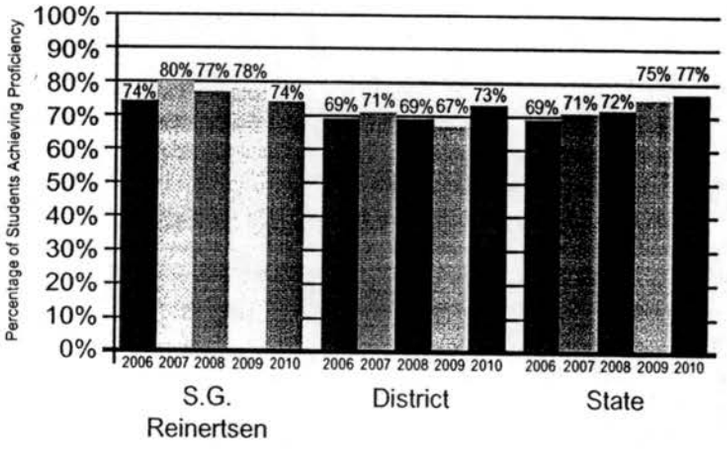
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 3



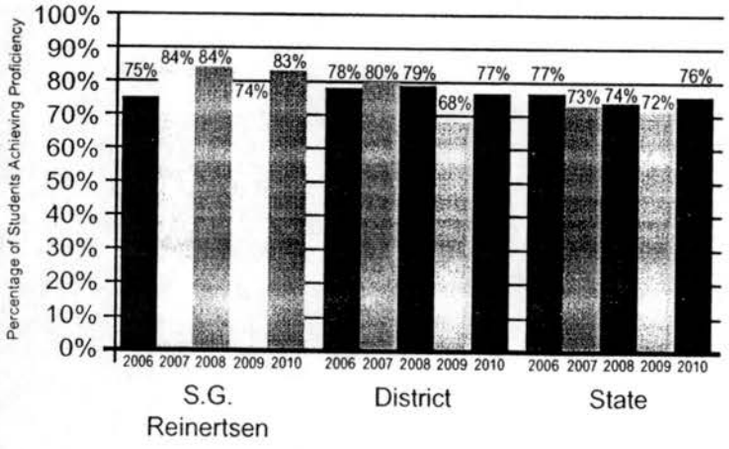
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 4



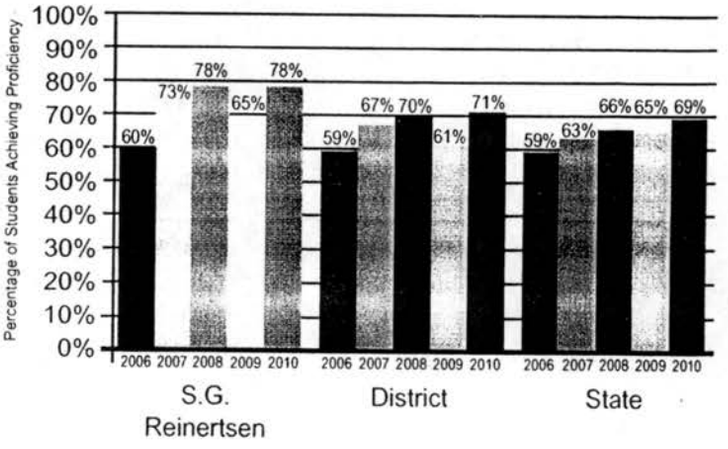
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 4



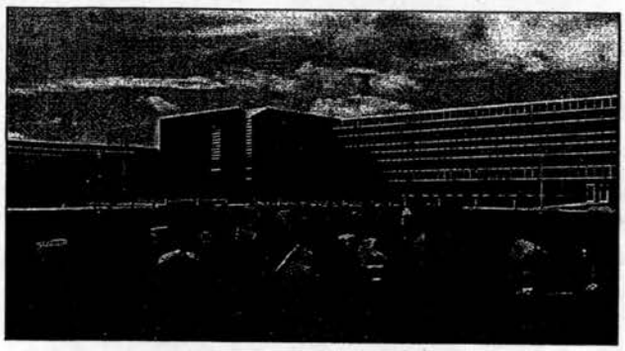
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 5



MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 5



HORIZON MIDDLE SCHOOL



HORIZON MIDDLE SCHOOL
3601 12TH AVE. S., MOORHEAD, MN 56560
(218) 284-7300

PRINCIPAL: LORI LOCKHART
ASSISTANT PRINCIPAL: MATT NAUGLE

Original Construction: 2004
Square Footage: 238,000

Attendance Rate (2009-10)	95.41%
Enrollment by Grade (October 2009)	
• Grade 6	393
• Grade 7	400
• Grade 8	372
• Total	1,165
Diversity of Student Population (2009-10)	
• American Indian	2.0%
• Asian	1.6%
• Hispanic	7.4%
• Black	4.8%
• White	84.2%
Percentage of Students Eligible for Free or Reduced-Price Lunch	33%
Percentage of Students Receiving Learner Support Services	
Special Education	13%
English Language Learners	7%

Schools develop improvement goals based on the greatest learning needs of the students in that particular school.

SCHOOL IMPROVEMENT GOALS FOR 2009-10

GOAL 1

Horizon Middle School will increase the percent of students proficient on the 2009-2010 mathematics MCA-II by 5 percent.

Progress toward goal:

- 67.7 percent of students demonstrated proficiency, a decrease of 2.6 percent from 2008-09.

GOAL 2

Horizon Middle School will increase the percent of students proficient on the 2009-2010 reading MCA-II by 5 percent.

Progress toward goal:

- 65.9 percent of students demonstrated proficiency, a decrease of 6.6 percent from 2008-09.

GOAL 3

Horizon Middle School will identify and offer differentiated supports to students identified in underperforming subgroups (free and reduced, special education and limited English proficient) according to data (academic, attendance, discipline, etc.) to achieve the 2009-2010 Adequate Yearly Progress index point.

Progress toward goal:

- The goal was not met, but the teacher training and identification process was completed.

SCHOOL IMPROVEMENT GOALS FOR 2010-11

GOAL 1

Horizon Middle School will improve the math scores of grades 6-8 students as measured by the spring 2011 MCA-II to the following percent proficient: Grade 6 – 75 percent; Grade 7 – 70 percent; Grade 8 – 80 percent.

GOAL 2

Horizon Middle School will improve the reading scores of grades 6-8 students as measured by the spring 2011 MCA-II to the following percent proficient: Grade 6 – 80 percent; Grade 7 – 70 percent; Grade 8 – 70 percent.

GOAL 3

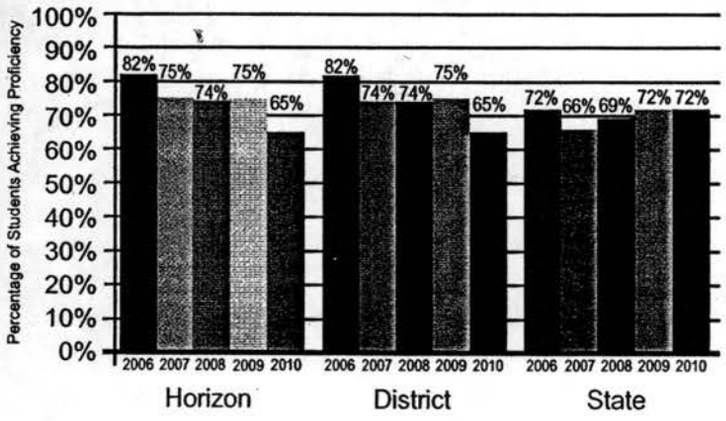
Horizon Middle School will improve the core and subgroups by evaluating current practices (curriculum, student product, etc.).

HORIZON MIDDLE SCHOOL

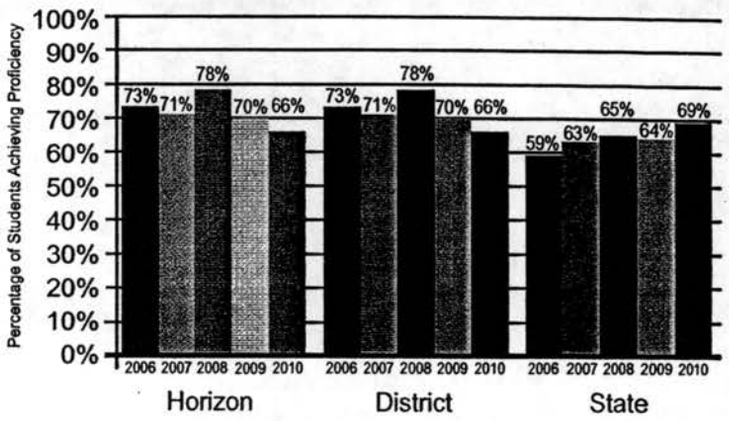
2007-10 MCA-II reading results include English language learners' scores. In 2006 the ELLs could take the TEAE assessment instead of the MCA-II.

In 2007-10 English language learners could take the MTELL assessment instead of the mathematics MCA-II. 2006 MCA-II math results include ELLs' scores.

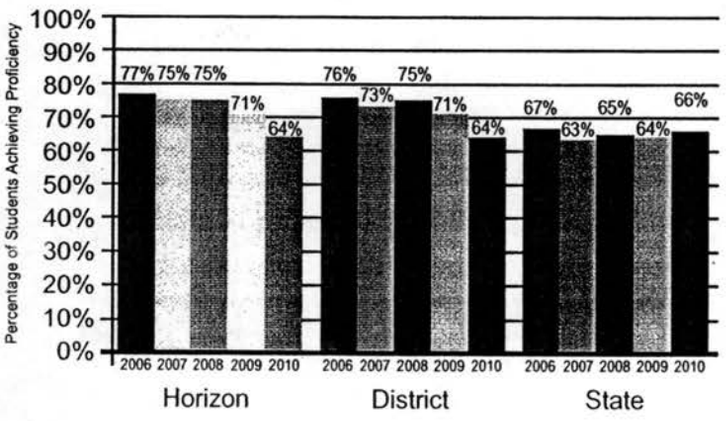
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 6



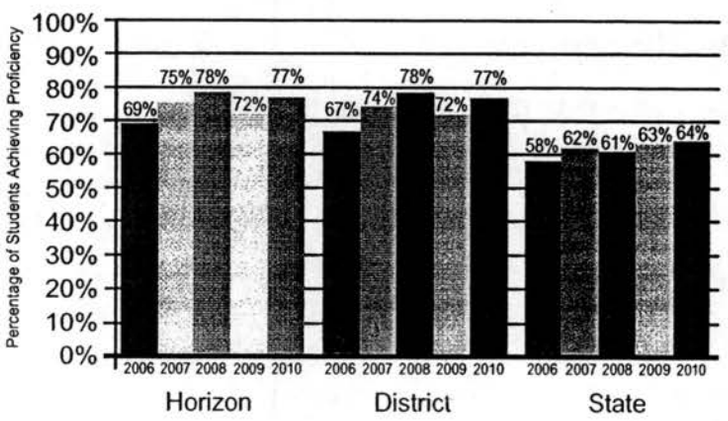
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 6



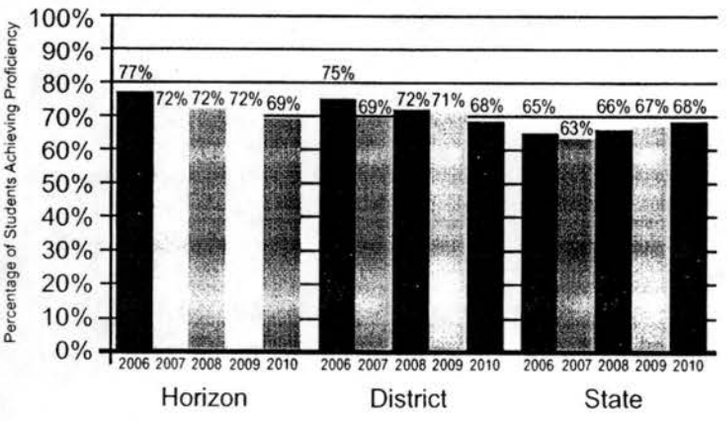
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 7



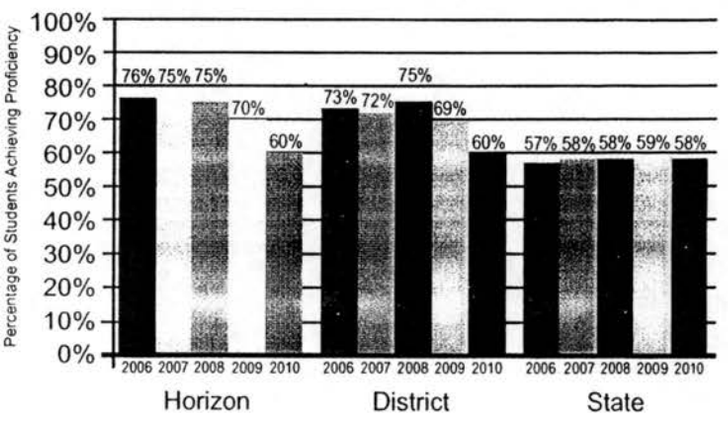
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 7



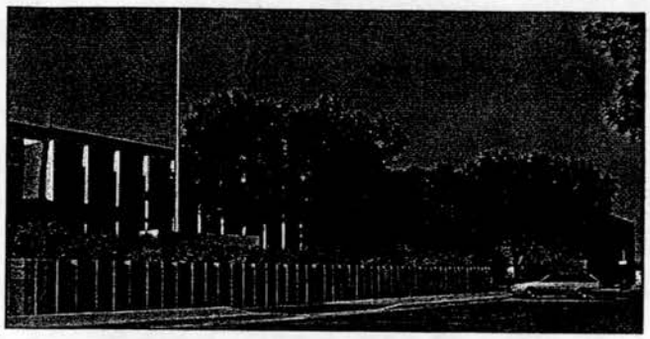
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 8



MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 8



MOORHEAD HIGH SCHOOL



MOORHEAD HIGH SCHOOL
2300 4TH AVE. S., MOORHEAD, MN 56560
(218) 284-2300

PRINCIPAL: GENE BOYLE
ASSISTANT PRINCIPALS:
RUSS HENEGAR AND DAVE LAWRENCE

Original Construction: 1967
Most Recent Remodeling: 2004
Square Footage: 361,797

Attendance Rate (2009-10)	92.23%
Graduation Rate (2009-10)	95.43%
Enrollment by Grade (October 2009)	
• Grade 9	427
• Grade 10	371
• Grade 11	405
• Grade 12	430
• Total	1,633
Diversity of Student Population (2009-10)	
• American Indian	2.0%
• Asian	2.2%
• Hispanic	4.9%
• Black	3.0%
• White	87.8%
Percentage of Students Eligible for Free or Reduced-Price Lunch	24%
Percentage of Students Receiving Learner Support Services	
Special Education	14%
English Language Learners	3%

Schools develop improvement goals based on the greatest learning needs of the students in that particular school.

SCHOOL IMPROVEMENT GOALS FOR 2009-10

GOAL 1

Students proficient on the MCA-II reading assessment will exceed the state percentage of students achieving proficiency by 5 percent.

Progress toward goal:

- Students proficient exceeded the state percentage of students proficient by 8 percent.

GOAL 2

Students proficient on the MCA-II mathematics assessment will exceed the state percentage of students achieving proficiency by 6 percent.

Progress toward goal:

- Students proficient were behind the state percentage of students proficient by 1 percent.

GOAL 3

Students will improve by .2 point on the ACT composite.

Progress toward goal:

- The composite score decreased by .8 point.

GOAL 4

Participation on the ACT and WorkKeys by seniors will increase to 80 percent.

Progress toward goal:

- Using year-end enrollment, 70 percent of seniors participated on the ACT.

SCHOOL IMPROVEMENT GOALS FOR 2010-11

GOAL 1

Students proficient on the MCA-II mathematics assessment will exceed the state percentage of students achieving proficiency by 3 percent.

GOAL 2

85 percent of Moorhead High School grade 10 students will be proficient on the MCA-II reading assessment.

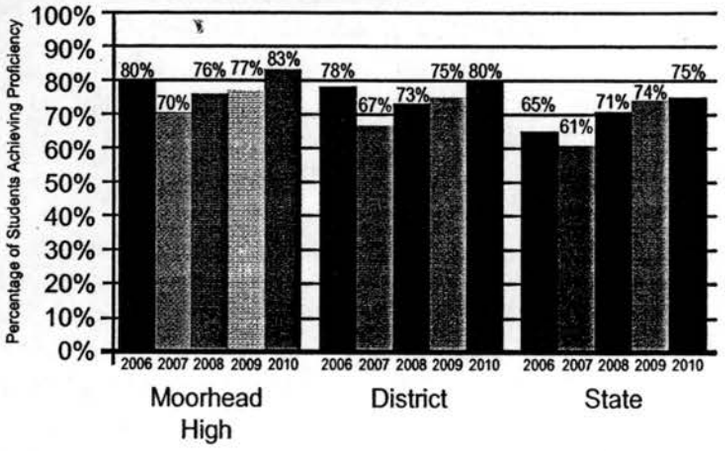
GOAL 3

Moorhead High School will increase each subtest within the ACT test by .2 points.

MOORHEAD HIGH SCHOOL

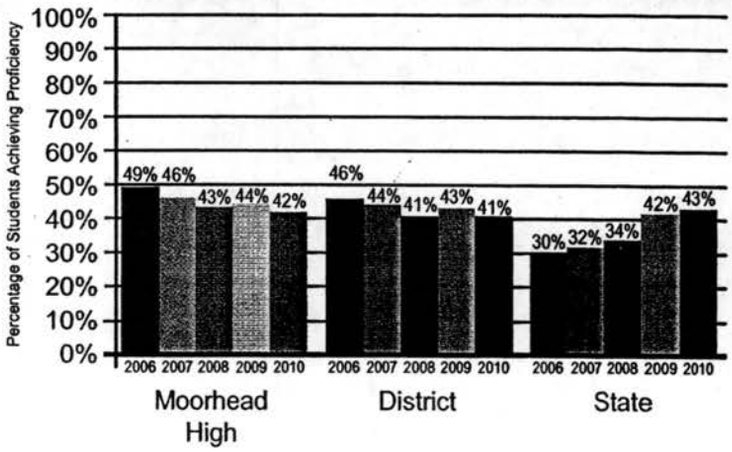
2007-10 MCA-II reading results include English language learners' scores. In 2006 the ELLs could take the TEAE assessment instead of the MCA-II.

MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 10



In 2007-10 English language learners could take the MTELL assessment instead of the mathematics MCA-II. 2006 MCA-II math results include ELLs' scores.

MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 11

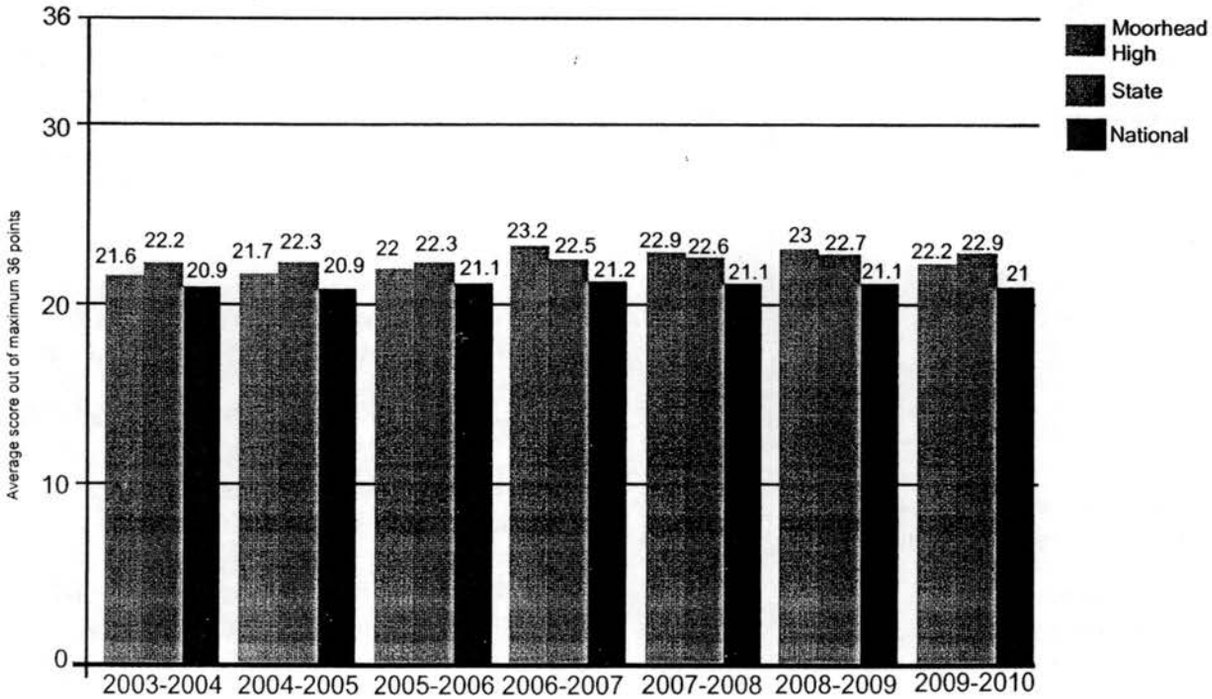


ACT AVERAGE SCORES FROM 2003-2004 TO 2009-2010

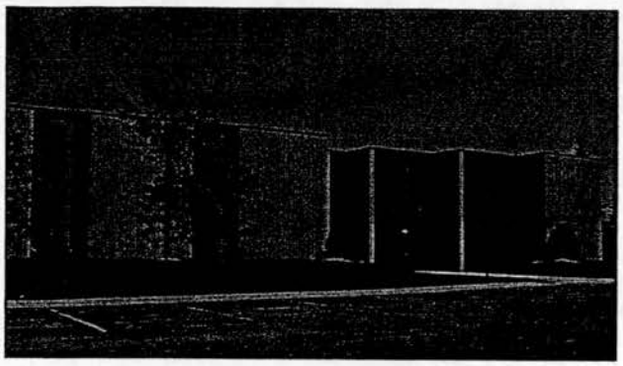
The American College Test or ACT is the admissions test most widely required by colleges in the Midwest. The test has a point range from 1-36.

Number of Moorhead High students taking the test each year:

2003-04:	282
2004-05:	296
2005-06:	246
2006-07:	285
2007-08:	288
2008-09:	249
2009-10:	280



RED RIVER AREA LEARNING CENTER



RED RIVER AREA LEARNING CENTER
1100 32ND AVE. S., MOORHEAD, MN 56560
(218) 284-2200

PROGRAM MANAGER:
DEB PENDER-TILLERAAS

Attendance Rate (2009-10)	92.08%
Enrollment by Grade (October 2009)	
• Grade 6	0
• Grade 7	0
• Grade 8	0
• Grade 9	10
• Grade 10	21
• Grade 11	13
• Grade 12	44
• Total	88
Diversity of Student Population (2009-10)	
• American Indian	12%
• Asian	0%
• Hispanic	40.2%
• Black	5.4%
• White	42.4%
Percentage of Students Eligible for Free or Reduced-Price Lunch	72%
Percentage of Students Receiving Learner Support Services	
Special Education	13%
English Language Learners	36%

Schools develop improvement goals based on the greatest learning needs of the students in that particular school. The Red River Area Learning Center has goals related to the learning environment, intervention processes, family involvement, and school climate. Outlined here are student achievement goals.

SCHOOL IMPROVEMENT GOALS FOR 2009-10

GOAL 1 – All students enrolled in the Red River ALC during 2009-10 will attend school 92 percent of the time (minimum).

Progress toward goal: Attendance rate was 92.08 percent.

GOAL 2 – The Red River Area Learning Center will demonstrate adequate yearly progress in student achievement as measured on the MCA-II. 100 percent of the ALC students will demonstrate positive growth toward attainment of the Minnesota Academic Standards and local graduation requirements in the areas of reading and mathematics.

Progress toward goal: Red River ALC met 75 percent of the requirements for AYP. The requirement not met was mathematics proficiency. Students made progress on individual growth targets.

GOAL 3 – 100% of the ALC students will participate in statewide testing.

Progress toward goal: 100 percent of students participated on the mathematics test and 95 percent participated on the reading test.

GOAL 4 – Red River ALC will have 90 percent of parents indicate satisfaction on a parent survey administered during second semester of the 2009-10 school year.

Progress toward goal: Fall 2009 survey results were positive for most district services. One concern was limited menu options. This is being addressed. The parent survey was not conducted second semester because of a change in format for parent communication.

SCHOOL IMPROVEMENT GOALS FOR 2010-11

GOAL 1 – Grade 11 students proficient on the 2011 MCA-II mathematics assessment will improve from 0 percent to 3 percent.

GOAL 2 – Grade 10 students proficient on the 2011 MCA-II reading assessment will improve from 38 percent to 41 percent.

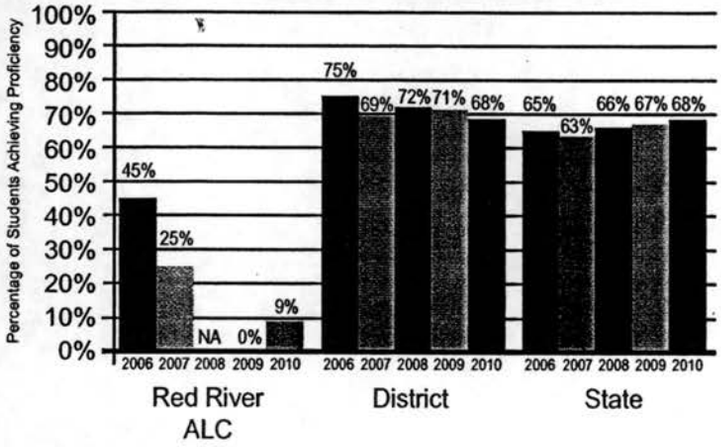
GOAL 3 – 100 percent of Red River ALC students will be introduced to the Circle of Courage model that addresses school climate and personal responsibility. 20 percent of students will require additional support. These students will demonstrate a minimum of 10 percent growth on an hourly management system which focuses on individual accountability.

RED RIVER AREA LEARNING CENTER

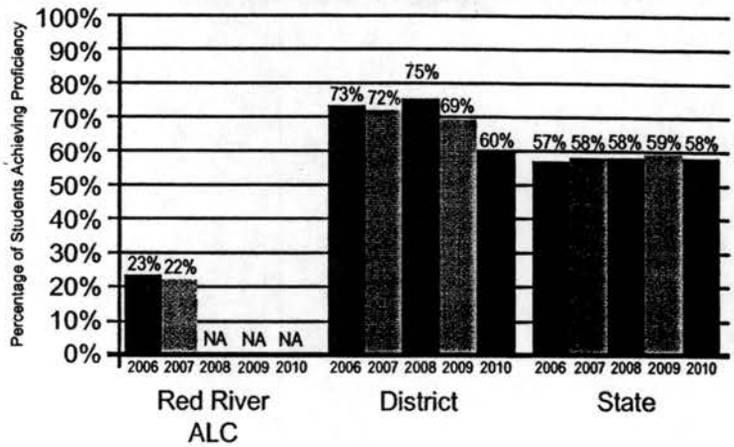
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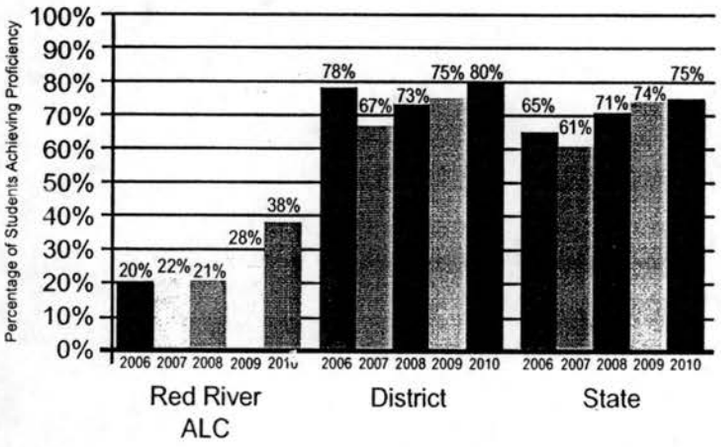
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 8



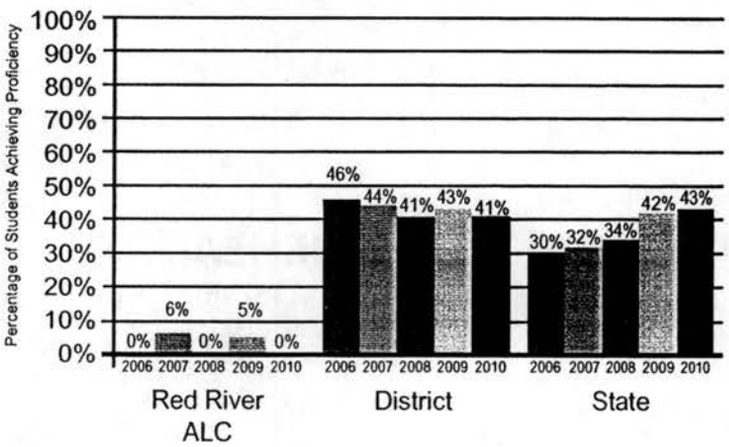
MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 8



MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) READING – GRADE 10



MINNESOTA COMPREHENSIVE ASSESSMENTS (MCA-II) MATHEMATICS – GRADE 11



MOORHEAD AREA PUBLIC SCHOOLS

Independent School District 152

2410 14th St. S., Moorhead, MN 56560
www.moorhead.k12.mn.us

2010 SCHOOL BOARD

Kristine Thompson, Chair • Lisa Erickson, Vice Chair
Cindy Fagerlie, Clerk • Karin Dulski, Treasurer
Sonia Mayo Hohnadel, Director • Mike Siggerud, Director • Bill Tomhave, Director

ADMINISTRATION

Dr. Lynne A. Kovash
Superintendent

Wayne Kazmierczak
Assistant Superintendent

The Annual Report on Curriculum, Instruction and Student Achievement is produced and distributed by Moorhead Area Public Schools, ISD 152, Moorhead, Minnesota, in accordance with Minnesota State Law.

This report is available to the public on our district website at www.moorhead.k12.mn.us.
Photos in this publication were taken during the 2009-10 school year.
Designed and edited by Pamela J. Gibb.

Moorhead Area Public Schools, ISD 152, is an equal opportunity educator and employer.

MOORHEAD AREA PUBLIC SCHOOLS

SUMMARY OF THE 2009-10 ANNUAL REPORT ON CURRICULUM, INSTRUCTION AND STUDENT ACHIEVEMENT

STRONG SCHOOLS, STRONG COMMUNITY

Quality schools provide a strong foundation for our community. This year's district theme, "Strong Schools, Strong Community," emphasizes the connections Moorhead Area Public Schools has with the community. We are educating students to take on the challenges of our world. Our students are already actively supporting our community, sharing their time and talents through service-learning projects, fundraising, sandbagging, activities, and more.

For our students to thrive, our schools need continued support. For our community to thrive, we must attract and keep strong families. One of the best ways to do that is through a strong school system. Strong schools means a strong community.

Our district's annual report highlights test scores, district progress toward improvement goals from the past year and goals for this year. The full report is available on the district's website at www.moorhead.k12.mn.us or in the Superintendent's Office. It includes information on student progress and improvement goals for each school. This brief summary demonstrates our district's commitment to improving student achievement.

Sincerely,

Lynne Kovash

Dr. Lynne A. Kovash
Superintendent of Schools

FULL ANNUAL REPORT AVAILABLE ONLINE

This notice of the district's Annual Report on Curriculum, Instruction and Student Achievement is distributed to the community as required by **Minnesota Statute, Chapter 120B, Subd. 5.**

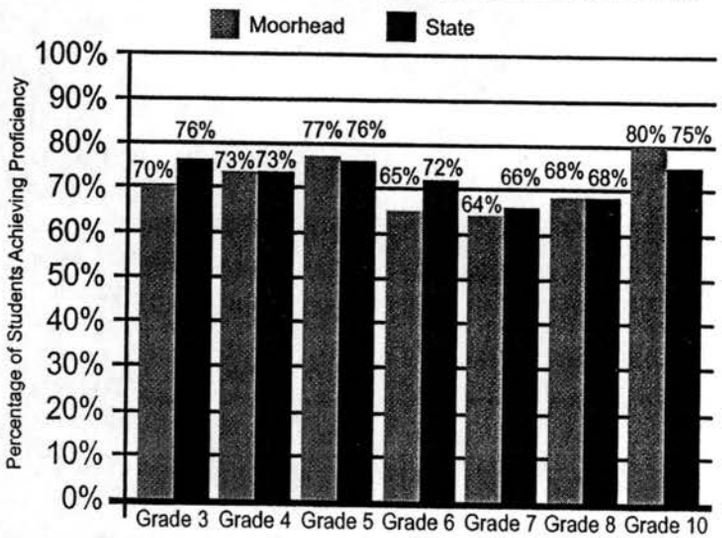
Additional information about student achievement, assessment data and school improvement goals is included in the complete report, which is available on the district's website at www.moorhead.k12.mn.us or from the Superintendent's Office.

DISTRICT TEST SCORES COMPARE FAVORABLY TO STATE

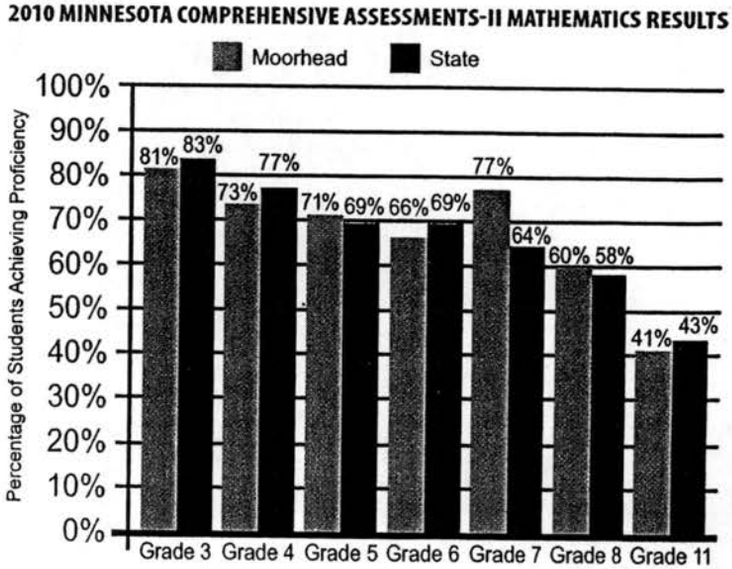
No Child Left Behind, the federal education law, requires that all students are tested in grades 3-8 and in high school in reading and math. Minnesota uses the Minnesota Comprehensive Assessments (MCA-IIs) to meet this requirement.

Moorhead Area Public Schools uses the student scores for school accountability, to measure change in student performance, and to analyze the curriculum. The MCA-IIs are just one method the district uses to measure student progress.

2010 MINNESOTA COMPREHENSIVE ASSESSMENTS-II READING RESULTS



2010 MINNESOTA COMPREHENSIVE ASSESSMENTS-II MATHEMATICS RESULTS



2009-10 Curriculum and Instruction Advisory Committee: Juan Camarillo, Jamie Church, Mary Cihlar, Cindy Fagerlie, Charlie Fisher, Mary Flesberg, Pam Gibb, Linda Granberg, Dana Haagenson, Russ Henegar, Kirsten Hoaby, Norma Holland, Laurie Johnson, Lynne Kovash, Carol Ladwig, Matt Naugle, Donna Norquay, Louis Ochoa Jr., Chizuko Shastri, Seiko Shastri, Teresa Shume, Terri Smith, Faye Smiley-Aakre, Carolyn Strnad, Bill Tomhave, Kristine Thompson, Kris Valan, Trudy Wilmer and John Wirries (Chair).

VISIT WWW.MOORHEAD.K12.MN.US OR CONTACT THE SUPERINTENDENT'S OFFICE AT 284-3330 FOR THE COMPLETE REPORT.

MOORHEAD STUDENTS ON TRACK FOR MEETING STATE'S GRADUATION REQUIREMENTS

The GRAD (Graduation-Required Assessments for Diploma) component of the MCA are high school tests in reading, mathematics and writing that students must pass to graduate from a Minnesota public high school. These tests measure proficiency on the Minnesota Academic Standards and other essential skills. Students who do not pass the GRAD component will have opportunities to retake the tests.

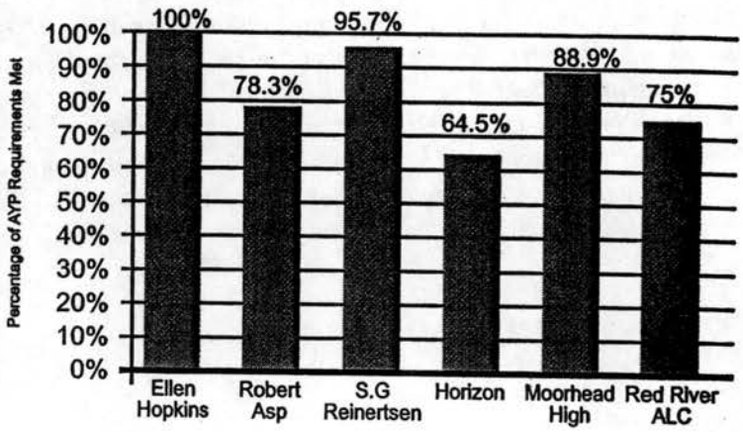
2010 MOORHEAD GRAD ASSESSMENT RESULTS			
		DISTRICT	STATE
GRADE 9 WRITING	PERCENT PASSING	91.5%	90.6%
	PERCENT NOT PASSING	8.5%	9.4%
GRADE 10 READING	PERCENT PASSING	83.9%	78.1%
	PERCENT NOT PASSING	16.1%	21.9%
GRADE 11 MATHEMATICS	PERCENT PASSING	58.4%	57.8%
	PERCENT NOT PASSING	41.6%	42.2%

SCHOOLS MEET MAJORITY OF FEDERAL AYP REQUIREMENTS

Moorhead Area Public Schools made Adequate Yearly Progress in 2006 and 2007, but did not make AYP based on 2008, 2009 and 2010 Minnesota Comprehensive Assessments results. The school district met 77.8 percent of the requirements for AYP under No Child Left Behind.

Ellen Hopkins Elementary made AYP and the other schools, while not making AYP, met the majority of the AYP requirements.

AYP REQUIREMENTS MET BY SCHOOLS



Referendum information inside

ECRWSS
POSTAL PATRON

Administration
Dr. Lynne A. Kovash
Superintendent
Wayne Kazmierczak
Assistant Superintendent

2009 School Board
Kristine Thompson, Chair
Lisa Erickson, Vice Chair
Cindy Fagerlie, Clerk
Karin Dulski, Treasurer
Sonia Mayo Hohnadel, Director
Mike Siggerud, Director
Bill Tomhave, Director

MOORHEAD AREA PUBLIC SCHOOLS
Independent School District 152
2410 14th St. S.
Moorhead, MN 56560
www.moorhead.k12.mn.us

Non-Profit
Organization
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Permit No. 391
Moorhead, MN

5-MA-BOS
11 Oct 2010

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

October 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 Mary Flesberg, business teacher at Moorhead High School, who received the 2010 Distinguished Service Award for outstanding contributions to business education from Minnesota Business Educators Inc. (MBEI). Flesberg was presented her award, which is MBEI's highest award, at the MBEI Fall Convention on September 24, 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 September 13 and 27, 2010 Meeting Minutes - Pages 5-11
   (2) Approval of Staff Development Report Statement of Assurances - Pages 12-15

B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak
   (1) Approval of October Claims - Page 16
   (2) Approval of Donations - Page 17
   (3) Approval of Student Teaching Agreement with Minnesota State University Moorhead - Pages 18-21
   (4) Approval of Revision to Supplemental Educational Services Contract - Pages 22-29

C. HUMAN RESOURCES MATTERS - Hiedeman
   (1) Approval of Resignation - Page 30
   (2) Approval of Change in Contracts - Page 31
   (3) Approval of Family/Medical Leave Extension - Page 32
   (4) Approval of New Employees - Page 33
   (5) Approval of Statement of Assurances of Compliance with State and Federal Law Prohibiting Discrimination - Pages 34-35

D. LEARNER SUPPORT SERVICES MATTERS - Skarvold

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

Moved by _____ Seconded by _____
Comments _____

3. **CHILDREN'S DENTAL SERVICES MEMO OF AGREEMENT**: Kovash
Pages 36-43

Suggested Resolution: Move to approve the Children's Dental Services Memo of Agreement with the Moorhead Area School District for the 2010-11 school year.

Moved by _____ Seconded by _____
Comments _____

4. **OPERATING LEVY REFERENDUM UPDATE**: Kovash
   Pages 44-49

5. **COMMITTEE REPORTS**

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

7. **ADJOURNMENT**

CALENDAR OF EVENTS

Event	Date	Time	Place
Title I Parent Adv Com	October 12	5:30 pm	PCE
Hopkins PTAC	October 12	6:30 pm	Media Center
Reinertsen PTAC	October 12	6:30 pm	Media Center
Instr and Curr Adv Com (ICAC)	October 14	7 am	PCE
School Board	October 25	7 pm	PCE
Activities Council	October 26	7 am	MHS Conf Rm
Spec Ed Parent Adv Com	October 26	12 pm	PCE
Technology Committee	October 26	3:45 pm	PCE
Horizon PTAC	November 1	6:30 pm	Media Center
Asp PTAC	November 1	6:30 pm	Media Center
MHS PTAC	November 1	7 pm	Conf Rm
Continuing Educ Com	November 2	3:30 pm	PCE
Election Day	November 2		
Indian Educ Parent Com	November 3	5 pm	PCE
Joint Powers Committee	November 4	7 am	PCE
School Board	November 8	7 pm	PCE
Health/Safety/Wellness Com	November 9	9:30 am	PCE
Hopkins PTAC	November 9	6:30 pm	Media Center
Reinertsent PTAC	November 9	6:30 pm	Media Center
Instr and Curr Adv Com	November 11	7 am	PCE
Early Chldhd Adv Com	November 11	6:30 pm	PCE
Policy Review Com	November 15	7 pm	PCE
Safe and Healthy Learners Com	November 16	3 pm	PCE
Community Educ Adv Council	November 16	7 pm	PCE
Interagency Early Interv Com	November 17	12 pm	FSC
School Board	November 22	7 pm	PCE
Activities Council	November 23	7 am	MHS
Technology Committee	November 23	3:45 pm	PCE

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

MEMBERS ABSENT: Karin Dulski and 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: Superintendent Kovash recommended the agenda proceed with revisions to pages 60 and 63.

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

WE ARE PROUD:
We Are Proud of the Moorhead High School boys golf team for placing fourth in the 2010 state golf tournament. Team members are Logan Arnold, Bryant Buckellew, Logan Ness, Micah Megorden, Tyler Rustad and Ben Welle. Head coach is Eric Tollefson and the assistant coach is Kay Peterson.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Minutes - Approve the August 9 and 23, 2010 Meeting Minutes and August 19, 2010 Special Meeting Minutes.

Claims - Approve the September Claims, subject to audit, in the amount of $1,066,117.05.

General Fund:	$1,025,566.56
Food Fund:	$30,016.30
Community Service Fund:	$10,534.19
TOTAL	$1,066,117.05

Donation - Approve the donation of a drum set from Jim and Teri Dobbs with an estimated value of $600. The drum set will be used at Horizon Middle School.

Contracts for Supplemental Educational Services (SES) - Approve the contracts between state approved providers of Supplemental Educational Services including Sylvan Learning, Club Z!, College Tutors, ATS Project Success, Tutorial Services and TutorCo, and Moorhead Area Public

Schools. The school district is required to offer SES to children eligible for free or reduced meals at Title I schools in Stage 2 or higher Need of Improvement.

Family/Medical Leaves

Michael Dahlberg - LSS Teacher, Ellen Hopkins Elementary, effective beginning August 31, 2010 for four weeks.

Ashley Nelson - ECSE Teacher, EIS, effective approximately December 13, 2010 for 7 weeks.

Other Leave of Absence

Sandy Arntson - Paraprofessional, Horizon Middle School, effective September 11, 2010 for approximately six to eight weeks.

Resignations

Karen Bruun - Lunchroom Supervisor, S.G. Reinertsen Elementary, effective August 31, 2010.
Nicole Wiesner - ABE Instructor, Probstfield Center for Education, effective August 31, 2010.
Mariah Meyer - Food & Nutrition Server, Moorhead High School, effective August 27, 2010.
Brian Kanarr - Food & Nutrition Server, Ellen Hopkins Elementary, effective August 27, 2010.
Sarah Bitzer - Lunchroom Supervisor, S.G. Reinertsen Elementary, effective August 25, 2010.
Matt Naugle - Assistant Principal (on Sabbatical Leave), effective August 31, 2010.
Keenan Spiess - Physical Education Teacher, Horizon Middle School, effective August 20, 2010.
Beth Swanson - Secretary, EIS, effective September 30, 2010.
Adam Sorenson - Paraprofessional, Moorhead High School, effective September 17, 2010.

Change in Contract

Sue Knorr - 2nd Grade Teacher, Robert Asp Elementary to 8th Grade Math Teacher, Horizon Middle School, effective September 12, 2010 (new federal position).

New Employees

Peter Ferguson - Fourth Grade Teacher, Ellen Hopkins Elementary, 1.00 FTE BA (1) $32,980.00 effective August 31, 2010 (new federal position).

Nicole Wiesner - Physical Education Teacher, Horizon Middle School, .5834 FTE, BA (3) $20,581.77 (replaces Keenan Spiess).

DeNett Walstrom - Crossing Guard/Lunchroom Supervisor, S.G. Reinertsen Elementary, 5.25 hours per day, effective September 7, 2010 (replaces Bobbie Slaughter).

Jarrod Danuser - Language Arts Teacher, Horizon Middle School, 1.00 FTE, BA (3) $35,279.00, effective August 31, 2010 (replaces Diane Kahl).

Andrew Henjum - Industrial Tech Teacher, Moorhead High School/Horizon Middle School, 1.00 FTE, BA (0) $31,823.00 (replaces Brad Mackowick).

Jennifer Bourque - Computer/Dishroom, Robert Asp Elementary, 2 hours per day, $9.00 per hour, effective September 7, 2010 (replaces Leah Tvedt).

Joseph Snyder - Night Custodian, Moorhead High School, A12 (0-2) $13.69 per hour, 8 hours

per day, effective August 31, 2010 (replaces Andrew Larson).
Ron Halverson - Night Custodian, Moorhead High School, A12 (0-2) $13.69 per hour, 8 hours per day, effective August 31, 2010(replaces Yvonne Wegshield).
Melissa Nesler - Second Grade Teacher, S.G. Reinertsen Elementary, 1.00 FTE, BA (0) $31,823.00, effective August 31, 2010 (replaces Lori Woods).
Kaylee Black - Physical Education Teacher, Ellen Hopkins Elementary, 1.00 FTE, BA (0) $31,823.00, effective August 31, 2010 (replaces Larry Potter).
Lori Raske - Computer Operator, Horizon Middle School, 2.75 hours per day, $9.00 per hour, effective September 7, 2010 (replaces Darlene Werth).
Pamela Tangen - Food & Nutrition Server, Ellen Hopkins Elementary, 2.75 hours per day $9.00 per hour, effective September 7, 2010 (replaces Sharon Kitzmiller).
Becky Domholt - Food & Nutrition Server, S.G. Reinertsen Elementary, 2.75 hours per day, $9.00 per hour, effective September 7, 2010 (replaces Glenn Wellman).
Susie Bolgrean - Lunchroom Supervisor, S.G. Reinertsen Elementary, 2 hours per day, $9.00 per hour, effective September 7, 2010 (replaces Barb Bustamantte).
Nancy Halvorson - Lunchroom Supervisor, S.G. Reinertsen Elementary, 2 hours per day, $9.00 per hour, effective September 7, 2010 (replaces Karen Bruun).
Kyle Aanenson - Paraprofessional, S.G. Reinertson, B21 (0-2) $14.05 per hour, 3.25 hours per day, effective August 31, 2010 (replaces RaeAnn Kazmarski).
Sally Stoddard - Paraprofessional, Ellen Hopkins Elementary, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective August 31, 2010 (replaces Janine Davis).
Mary Bonemeyer - Food & Nutrition Server, Probstfield Center for Education, 1 hour per day, $9.00 per hour, effective September 7, 2010 (new position).
Molly AndrewsFood & Nutrition Server, Ellen Hopkins Elementary, 2.75 hours per day, $9.00 per hour, effective September 7, 2010 (replaces Brian Knarr).
Joanna McBride - English Teacher, Moorhead High School, 1.00 FTE, BA (3) $35,279.00, effective September 3, 2010 (new federal position).
Robert Stroh - Lunchroom Supervisor, S.G. Reinertsen Elementary, 2 hours per day, $9.00 per hour, effective September 7, 2010 (replaces Stephanie Gruenberg).
Jill Bennett - Lunchroom Supervisor, Horizon Middle School, 2 hours per day, $9.00 per hour, effective September 7, 2010 (replaces Anna Sepeda).
Curtis Ness - Database and Systems Administrator, Probstfield Center for Education, C43 (5) $28.21 per hour, 8 hours per day, effective September 20, 2010 (replaces Chris Haufschild).
Samantha Briggs - Math Teacher, Moorhead High School, 1.00 FTE, 174 days BA (0) $30,258.60, effective September 13, 2010 (new federal position).
Joni Foss - 2nd Grade Teacher, Robert Asp Elementary, 1.00 FTE, 175 days, BA (0) $30,432.50, effective September 10, 2010 (replaces Sue Knorr).

Motion carried 5-0.

MOORHEAD HIGH SCHOOL HALL OF HONOR: Don Hulbert, Moorhead High School Activities Director, reported the Moorhead High School (MHS) Hall of Honor recognizes alumni, faculty, staff and other community members who have demonstrated notable accomplishments or provided significant contributions to their school, community or society.

Beginning with eight inaugural members in 2004, 34 members have been inducted into the Hall of Honor. This fall, five 2010 members will be recognized at an induction ceremony on October 2. The MHS Hall of Honor 2010 inductees are Ann Ellenson (Anna Mae Berg), Becky Gulsvig, Douglas N. Hastad, Larry R. Ludemann, and Adolph Murie.

The Hall of Honor Committee reviewed nominations and conducted research of records to select outstanding candidates. The Hall of Honor Committee members are Curt Borgen, Gene Boyle, Pam Gibb, Don Hulbert, Donna Richards, Mary Flesberg, Bob Remark, Phil Seljevold, and Matt Valan. Corporate sponsors of the MHS Hall of Honor are Moorhead Public Service, State Bank and Trust and Gate City Bank.

OPENING ENROLLMENT: Kazmierczak presented enrollment information from the district's elementary and secondary schools and the district's off-site educational programs. Opening K-12 enrollment was 5,379, which is 71 more students than were enrolled last spring and 73 students fewer than last year's opening enrollment. The largest class in the district is fourth grade with 454 students followed by a larger-than-expected sixth grade with 439 students. Kindergarten is the smallest grade level in the district with 384 students. Enrollment in the Kinder Plus (K+) program shows an increase of three students over last year's opening enrollment.

Enrollment typically fluctuates the first few weeks of the school year before stabilizing in October and November. An updated enrollment report and projected figures for the next several school years will be presented to the School Board in November.

EDUCATION JOBS FUND BILL (EduJobs): Kazmierczak explained Minnesota's share of the recently enacted Federal Education Jobs Fund Bill was $167 million of which Moorhead Area Public Schools will receive approximately $1,175,000 according to Minnesota Department of Education estimates. These funds can be used during the 2010-11 and 2011-12 school years to hire or retain employees in the areas of early childhood, elementary, or secondary educational and related services.

This one-time money has allowed the district to address several areas of concern as it enters the 2010-11 school year. The district has added 5.25 full-time equivalent (FTE) teaching positions using the EduJobs funds. The remaining funds will be used as the district deals with a projected deficit of $2 million for the 2011-12 school year. Whether or not to retain the positions beyond the current school year will hinge largely on the outcome of the November 2, 1010 operating levy referendum.

SUPPLEMENTAL EDUCATIONAL SERVICES (SES): Missy Eidsness, Director of School Improvement and Accountability, provided information regarding SES. 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 provided in addition to instruction during the regular school day, may include academic assistance such as tutoring, remediation and other supplemental academic enrichment services. The services are consistent with the content and instruction used by the school district, and they are aligned with Minnesota's academic content and achievement standards. SES must be high quality, research-based and specifically designed to increase student achievement, and service providers must be certified by the Minnesota Department of Education.

COMMITTEE REPORTS: Brief reports were heard regarding the Minnesota Rural Education Association regional meeting and Reinertsen Back-to-School Night, Instruction and Curriculum Advisory Committee, Early Childhood Advisory Committee, and Horizon Middle School PTAC meetings.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Kovash announced it was Arts in Education Week and distributed buttons to board members from Horizon Middle School art teacher Sue Geihl. The button, designed by artists, is a small thank you for continuing to support the arts in the Moorhead Schools. Kovash reminded board members of the September 22 MSBA Fall Area meeting in Fergus Falls. Board members were asked to contact Michelle regarding their attendance. Chair Thompson noted the Community Listening Sessions were listed on the calendar of events and requested board members to determine which meetings they would attend.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 7:54 p.m.

_____
Cindy Fagerlie, Clerk

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: Superintendent Kovash recommended the agenda proceed with a revision to page 10.

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

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Donations - Approve the following donations: $3,000 from Robert and Sue Johnson towards the purchase of new helmets for the high school boys' and girls' hockey teams; $2,600 from Moorhead Junior Olympic Volleyball for a volleyball net system for the Moorhead High School main gymnasium; and $1,650 from Gate City Bank to support the After School Open Library program at Moorhead High School. Administration will send a thank you letter.

Resignations
Peyman Kadir - Paraprofessional, ABE, Probstfield Center for Education, effective October 4, 2010.
Julie Joyce-Smith - Secretary, Community Education, Probstfield Center for Education, effective September 17, 2010.

Change in Contracts
Robert Stroh - Lunchroom Supervisor, S.G. Reinertsen Elementary, addition of 2.25 hours, 2 days per week. (These hours are in addition to Robert's current 2 hours per day, 5 days per week. Replaces part of Sarah Bitzer's hours which is job shared with Michelle Moyano.)
Jeremy Grant - Night Custodian, Robert Asp Elementary to Truck Delivery, District Wide, effective September 27, 2010.

New Employees
Michelle Moyano - Lunchroom Supervisor, 2.25 hours per day, 3 days per week, $9.00 per hour, effective September 13, 2010 (replaces part of Sarah Bitzer's hours which is job shared with Robert Stroh).

Tammy Bahls - Paraprofessional, Ellen Hopkins Elementary, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective September 7, 2010 (replaces Pat Frahm).

Motion carried 6-0.

APPROVAL OF CONTRACT - BOILER REPLACEMENT AT ELLEN HOPKINS AND ROBERT ASP ELEMENTARY SCHOOLS: Tomhave moved, seconded by Fagerlie, to approve the bid from Northern Plains Mechanical in the amount of $176,410 for the boiler replacement project at Ellen Hopkins and Robert Asp Elementary Schools. Motion carried 6-0.

CERTIFICATION OF 2010 PAYABLE 2011 PROPOSED PROPERTY TAX LEVY: Siggerud moved, seconded by Dulski, to approve the Maximum for the 2010 Payable 2011 Proposed Property Tax Levy. Motion carried 6-0.

2009-10 ANNUAL REPORT ON CURRICULUM, INSTRUCTION AND STUDENT ACHIEVEMENT: Siggerud moved, seconded by Dulski, to direct administration to print and prepare the final copies of the 2009-2010 Annual Report on Curriculum, Instruction and Student Achievement for the district's website and prepare a summary report for mailing to all district households by October 15, 2010. Motion carried 6-0.

COMMITTEE REPORTS: Brief reports were heard regarding the Community Listening Sessions and the Citizen Finance Committee, Safe and Healthy Learners Committee, Hopkins PTAC, and MSBA Fall Area meetings.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Kovash stated she and Assistant Superintendent Kazmierczak had presented levy referendum information to the Moorhead City Council and several service clubs. Kovash noted the Homecoming Parade was scheduled for October 8 and board members responded they would participate. Kovash reminded board members of the October 2 MHS Hall of Honor Induction Ceremony at 5 p.m. at the Marriott. Kovash announced tickets were made available for Moorhead staff to attend the screening of the documentary "Race to Nowhere" on September 30 at the Fargo Theatre. Kovash requested board members to contact her if they were interested in running for a position on the Lakes Country Service Cooperative board. Kovash also requested board members to contact Michelle if they were interested in attending the Minnesota Rural Education Association Conference scheduled for November 3-5 in Alexandria.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 7:38 p.m.

_____
Cindy Fagerlie, Clerk

Superintendent of Schools
Moorhead Area Public Schools

Memo S.11.032R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: October 5, 2010

SUBJECT: Staff Development Report Statement of Assurances

Attached is a copy of the school district Staff Development Report Statement of Assurances for the 2009-10 school year. All school districts are required to report staff development activities and expenditures for the district and their school sites as indicated in Minnesota Statutes section 122A.60, subd. 4.

By October 15 of each year, the district and site staff development committees shall write and submit a report of staff development activities and expenditures for the previous year, in the form and manner determined by the commissioner. The report, signed by the district superintendent and staff development chair, must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.

Moorhead Area Public School District did not set aside funding for general staff development and used funds from federal programs to provide staff development for staff members. These funds supported the district and school academic goals. The report was completed based upon reports from each school and assessment data. The report is submitted electronically and a summary of the goals is included in the statement of assurances.

Suggested Resolution: Move to accept the Staff Development Report for the 2009-10 school year as presented and direct administration to submit the signed assurances to the Minnesota Department of Education as required.

LAK:mde
Attachment

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

Staff Development Report Statement of Assurances

General information and instructions: School districts using state staff development revenue under M.S. §126C.10 subd. 2, and M.S. § 122A.61 must complete the forms in the Staff Development Planning and Reporting System (online at http://education.state.mn.us) and submit a copy of a signed Statement of Assurances (this form) to the Professional Development Team at MDE by October 15, 2010. A program report must be completed by all districts, including those not reserving funds. Please complete this page, including all required signatures, and fax or mail to MDE:

MDE-Staff Development Reporting
1500 Highway 36 West
Roseville, MN 55113

FAX: 651-582-8517

District Contact Information

District Name: MOORHEAD PUBLIC SCHOOL DISTRICT 0152-01
Address: 2410 14th Street South
City: Moorhead State: MN Zip: 56560
Current District Staff Development Chair: Lynne Kovash
E-mail: lkovash@moorhead.k12.mn.us

On behalf of the school district identified above, we assure the Minnesota Department of Education that the district is in compliance with the stipulations for staff development allocations; two percent reserved revenue and any additional funding legislation related to:

*Revenue Expenditures * Staff Development Planning * Staff Developement Outcomes

We hereby certify that the program information provided online is complete and accurate, that the district will abide by the statement of assurances, and that records will be maintained at the district to verify program development, participation and expenditures.

District Goals for improving student achievement for 2009-2010 were:

The purpose of the district staff development plan is to continually improve student achievement in mathematics. To accomplish this, all district staff will increase their knowledge of using data and improving instruction for all students through reflection, collaboration and the use of research-based practices.

The purpose of the district staff development plan is to continually improve student achievement in reading and language arts. To accomplish this, all district staff will increase their knowledge of using data and improving instruction for all students through reflection, collaboration and the use of research-based practices.
The staff will meet and study options.

Robert Asp staff will review and analyze student data for the purpose of progress monitoring and to investigate and incorporate effective instructional practices that improve student learning in the area of reading.
Robert Asp staff will review and analyze student data for the purpose of progress monitoring and to investigate and incorporate effective instructional practices that improve student learning in the area of mathematics.

Ellen Hopkins staff members will share responsibility, collaborate and take action to facilitate increased student achievement in reading.
Ellen Hopkins staff members will share responsibility, collaborate and take action to facilitate increased student achievement in math.

S.G. Reinertsen staff will work together to improve mathematics instruction, through goal-setting, increased use of math software and AVMR and Math Recovery training.
S.G. Reinertsen staff will work together to improve reading instruction strategies through goal-setting, progress monitoring, using PALS strategies, the Florida Center for Reading Research and Daily Five.

Horizon Middle School teachers and support staff will receive support, particularly in the areas of reading and math, in reaching our student goal.
Person(s) in the building were identified to train teachers to use data to monitor and adjust delivery and instruction.
As a building we began to establish a guaranteed and viable CORE curriculum. Departments developed their Essential Outcomes and will continue to extract our teacher and student benchmarks, content and skills and assessments (formative and summative) that measure student proficiency.
A new teacher mentor program was developed and monthly inservice was provided based upon ongoing surveys of need.
A homework and grading committee/study group was formed in which 'guiding principles' were developed on 1) how we define homework and 2) how we 'weigh' homework. This led to a building-wide homework and grading policy.
Lesson study was part of staff development.

The staff at Moorhead High School will share data from previous years on student participation, established student participation goals and urged all students to take all assessments seriously.
The staff at Moorhead High School will work together to increase awareness, on the part of all teachers, of the need to focus more attention on reading and vocabulary activities in all courses.
The staff development goal at Moorhead High School is to increase math teachers' awareness of need to improve and develop skills in meeting student needs.
Focus on student awareness of the different assessment ACT strands and assist students to improve.

All staff at Red River Area Learning Center (RRALC) will collaborate on the use of techniques to improve participation on the MCA II.
Licensed staff at RRALC will meet with the Truancy Intervention Team weekly to develop capacity to intervene effectively with students that have excessive absences.
RRALC staff will develop proficiency in data driven decision making related to instruction in reading/language and mathematics, i.e. MCA II, MAP, grades, common assessment and related instructional strategies.

Superintendent Date

District Staff Development Chair Date

Assistant Superintendent
Moorhead Area Public Schools

Memo OAS.11.028 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: October 5, 2010

SUBJECT: October Claims

The October claims are as follows:

General Fund	$924,539.10
Food Fund	$87,695.75
Community Service Fund	$19,681.12
TOTAL	$1,031,915.97

Suggested Resolution: Move to approve the October claims, subject to audit, in the amount of $1,031,915.97.

WAK:nls

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.027 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: October 5, 2010

SUBJECT: Donations

Moorhead Area Public Schools received the following donations from area businesses for the All-Staff Breakfast on Wednesday, September 1, 2010:

- RD Offut Company and RDO Equipment donated $1,400;
- Sunmart Foods donated 20 gallons of orange juice;
- Hornbacher's Foods donated coffee and storage bags;
- American Crystal Sugar donated sugar packets;
- Wells Fargo Bank donated disposable cups.

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

WAK:nls

Office of School Improvement and Accountability
Moorhead Area Public Schools

Memo SIA.11.008 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Missy Eidsness, Director of School Improvement and Accountability ME

DATE: October 6, 2010

SUBJECT: Student Teaching Agreement with Minnesota State University Moorhead

Attached please find the Student Teaching Agreement between Minnesota State University Moorhead and Moorhead Area Public Schools. The agreement shall remain in effect until August 23, 2013. It outlines the terms of the student teaching experience for the student teacher and identifies the responsibilities of Minnesota State University Moorhead and Moorhead Area Public Schools.

Suggested Resolution: Move to approve the Student Teaching Agreement between Minnesota State University Moorhead and Moorhead Area Public Schools effective through August 23, 2013.

MOE:nls
Attachment

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Minnesota State University Moorhead

STUDENT TEACHING AGREEMENT

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University Moorhead, Moorhead Minnesota ("the College/University") and Independent School District No. 152 of Clay County, Moorhead, MN ("the District"). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.
The purpose of this Agreement is to outline the terms of the Student Teaching experience for the student of the University and to identify the responsibilities of the University and the District.

1. The UNIVERSITY agrees that:

   a. It will place at the school only student teachers who are eligible for such placement under State and university rules.

   b. It will pay to the school **or** cooperating teacher an amount not to exceed $400.00 for each full-time student teacher placed in the school.

   c. It will provide general student teaching supervision by university designees.

   d. It will forward any request for student teaching placements within a reasonable time in advance of any teaching period, together with relevant information with respect to each proposed student teacher.

2. The DISTRICT agrees that:

   a. It will supply to the student teacher so placed by the university an opportunity to work in a teaching-learning situation under the supervision of a teacher certified under the regulations of the State of Minnesota.

   b. It shall provide appropriate supervision of the student teacher and will allow the student teacher to fulfill requirements of the State of MN.

   c. It shall not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this agreement. Therefore, a student teacher shall not act as a substitute teacher.

d. It shall reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause.

e. It shall consider and treat all records and data regarding a student teacher, whether such records or data are received from the University or the student teacher or are generated by the School, as records and data subject to the provisions of Minnesota Statutes Sections 13.01 et seq., Minnesota Rules part 1205.0100 et seq., 20 U.S.C. 1232 g and 34 C.F.R. Section 99.1 et seq. The School shall comply with the provisions of these State and Federal statutes and regulations as applied to records and data regarding any student teacher placed at the School pursuant to this agreement as though such statutes and regulations were fully applicable to the school.

f. It shall reserve the right to conduct a criminal background check on prospective student teachers from University and is responsible for obtaining any information or consent necessary to do so from the Student.

FINANCIAL CONSIDERATION.

TERM OF AGREEMENT. This Agreement is effective on the later of __August 23, 2010, or when fully executed, and shall remain in effect until _August 23, 2013. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the District shall not become effective with respect to students then participating in the clinical experience program.

LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The District agrees that in fulfilling the duties of this Agreement, the District is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

DATA PRIVACY. The District and University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the District in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the District or the University.

In the event the District receives a request to release the data referred to in this clause, the District must immediately notify the University. The University will give the District instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

NON-DISCRIMINATION. The District recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The District agrees to adhere to this policy in implementing this Agreement.

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

DISTRICT

Name:_____

Authorized District Representative

Title:_____

Date:_____

Minnesota State Colleges and Universities
Minnesota State University Moorhead

Name:_____

Dean:_____

Date:_____

AS TO FORM AND EXECUTION

_____

By: (authorized University signature)

Title:_____

Date: _____

Office of School Improvement and Accountability
Moorhead Area Public Schools

Memo SIA.11.007 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Missy Eidsness, Director of School Improvement and Accountability MAE

DATE: October 6, 2010

SUBJECT: Revision to SES Contract

Attached you will find a revised Supplemental Educational Services contract with Sylvan Learning. Since the School Board approved the SES contracts at the September 13, 2010 meeting, Sylvan Learning has contacted the district to alter the fee per session rate from $50 per hour to $34.75 per hour. They expressed that this change will allow them to better fulfill their organizational philosophy as they will now be able to provide additional tutoring hours to students in need of their services.

Suggested Resolution: Move to approve the revised Supplemental Educational Services contract with Sylvan Learning reflecting a change in fee from $50 per hour to $34.75 per hour.

MOE:nls
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 Sylvan Learning (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. CONTRCT 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 November 1, 2010 (or whenever services commence) through June 10, 2011 unless earlier terminated by law or according to the provisions herein.

III. FEES, INVOICING, AND PAYMENT

A. **Fee**. DISTRICT shall pay PROVIDER the agreed upon fee per session and will not exceed the $1,111.87 per student allocated by the state of Minnesota for supplemental services. (Sylvan Learning fee per session - 1 hr @ $34.75)

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 June 15, 2011. PROVIDER understands that DISTRICT will make no payment on any invoice received after June 15, 2011.

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 POVIDER'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**. DISRICT 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. TERMININATION 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

Melissa Eidsness
Director of School Improvement
& Accountability
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_____, 2010, 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

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.032

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: October 4, 2010

SUBJECT: Resignation

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

Amy Stockinger	Lunch Server, S.G. Reinertsen Elementary, effective October 8, 2010.
Lyman Hanson	Evening Paraprofessional, Adult Basic Education, effective October 14, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Amy Stockinger and Lyman Hanson as presented.

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

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.031

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources AH

DATE: October 4, 2010

SUBJECT: Change in Contract

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

Jim Boothroyd	Night Custodian at High School to Night Lead Custodian at Robert Asp Elementary, salary frozen at higher level, effective September 28, 2010. (Replaces Jeremy Grant)
Leslie McCollum	Paraprofessional, WCRJC Shelter, from 3.5 hours per day to 6.5 hours per day, effective September 28, 2010. (Funded by Title I Part D)
Karina Hodny	Paraprofessional, EIS to Speech Language Assistant, $24.48 per hour, effective October 12, 2010. (Replaces vacant position)
Donna Tvedt	Interim Food Service Director to Food Service Director, C43 (1), effective October 12, 2010. (Replaces Mary Bonemeyer)

SUGGESTED RESOLUTION: Move to approve the Change in Contract for Jim Boothroyd, Leslie McCollum, Karina Hodny and Donna Tvedt as presented.

AH:jal

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.034

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: October 5, 2010

RE: Family/Medical Leave extension

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

Michael Dahlberg LSS Teacher, Ellen Hopkins Elementary, extended leave to October 29, 2010.

SUGGESTED RESOLUTION: Move to approve the request to extend Family/Medical Leave for Michael Dahlberg as presented.

AH:smw

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.030

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources ah

DATE: October 4, 2010

SUBJECT: New Employee

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

Rhonda Barrows	Food Server/Paraprofessional, Probstfield Center for Education, 1.5 hours Food Server, 1.25 hours K+ Paraprofessional, $9.00 per hour, effective September 27, 2010. (New position)
Jan Smith	Custodian, Red River Area Learning Center, A12 (0-2) $13.69 per hour, 19.5 hours per week, effective September 28, 2010. (New position)
Rosa Valdez	Custodian, High School, A12 (0-2) $13.69 per hour, 4 hours per day, effective September 28, 2010. (New position)
Michael Engelking	Night Custodian, High School, A12 (0-2) $13.69 per hour, 8 hours per day, effective September 28, 2010. (Replaces Brent Butenhoff)
Sayid Abdinasir	Night Custodian, Robert Asp Elementary, A12 (0-2) $13.69 per hour, 8 hours per day, effective September 28, 2010. (Replaces Marilyn Knutson)
Douglas Stave	LSS Teacher, S. G. Reinertsen Elementary, MA+30 (2) $40,294.40, effective October 4, 2010. (Position is funded through tuition for out-of-district students)
Stephanie Deitz	6th Grade Teacher, Horizon Middle Schools, MA (3) $36,973.45, effective September 29, 2010. (Position is funded by Federal Jobs Bill)
Hillary Thorn	Paraprofessional, ELC/PCE, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective October 12, 2010. (Replaces RaeAnn Kazmarski)

SUGGESTED RESOLUTION: Move to approve the employment of Rhonda Barrows, Jan Smith, Rosa Valdez, Michael Engelking, Sayid Abdinasir, Douglas Stave, Stephanie Dietz and RaeAnn Kazmarski as presented.

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.033

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: October 4, 2010

RE: Statement of Assurance of Compliance with State and Federal Law Prohibiting Discrimination

Attached please find the statement of compliance with state and federal law prohibiting discrimination. The second part of the assurance is completed on the Department of Education web site.

The Assurance of Compliance with State and Federal Law Prohibiting Discrimination needs to be submitted annually by November 15.

SUGGESTED RESOLUTION: Move to approve the Statement of Assurance of Compliance with State and Federal Law Prohibiting Discrimination as presented.

AH:jal

Minnesota Department of Education	Monitoring and Compliance 1500 Highway 36 West Roseville, MN 55113-4266	**ASSURANCE OF COMPLIANCE WITH STATE AND FEDERAL LAW PROHIBITING DISCRIMINATION**	ED-00199-08 DUE: 11/15

GENERAL INFORMATION AND INSTRUCTIONS: Pursuant to Minnesota Statutes, section 127A.42, subd. 3, each school board shall annually submit to the Commissioner of Education a statement of compliance with state and federal laws prohibiting discrimination and provide the designated supporting information to assure that statement. Complete this form as directed and return it to the above address by November 15. Retain a copy for your files.

IDENTIFICATION INFORMATION

School District Name Moorhead Area Public Schools			District Number 152
Name of District Contact Person Ann Hiedeman	Title Director of Human Resources	Telephone Number (218) 284 -3352	FAX Number (218) 284 -3353

STATEMENT OF ASSURANCE

The undersigned hereby affirm that the above named school district is in compliance with the following state and federal laws prohibiting discrimination:

1. Minnesota Statute, section 363.03, Minnesota Human Rights Act, which prohibits discrimination in education programs and activities on grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability or age.
2. Title VI of the Civil Rights Act of 1964 (42 USC 2000d., et. seq.; 34 CFR Part 100), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the district receives federal financial assistance.
3. Title VII of the Civil Rights Act of 1964 (42 USC 2000e., et. seq.; P.L. 88-352), as amended by the Equal Employment Opportunity Act of 1972 (P.L. 92-261), which prohibits discrimination in employment because of an individual's race, color, religion, sex, or national origin.
4. Title IX of the Education Amendments of 1972 (20 USC, Section 1681; 34 CFR Part 106), which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
5. The Age Discrimination in Employment Act of 1967 (29 USC, Section 621; 42 USC Section 6101; 29 CFR Part 860), which prohibits discrimination on the basis of age (over 40 years).
6. Minnesota Statute, section 121A.04, which prohibits sex discrimination in athletic programs.
7. Minnesota Statute, section 121A.03, which requires school districts to have a policy prohibiting sexual/racial/religion harassment and violence which applies to students, teachers, administrators and other school personnel.
8. Minnesota Rules, Chapter 3535, relating to equality of educational opportunity and school desegregation, and prohibition of discriminatory practices.
9. Section 504 of the Rehabilitation Act of 1973 34 C.F.R. part 104, prohibiting discrimination on the basis of disability.
10. American with Disabilities Act 42 U.S.C. § 12101, *et seq.*, also prohibiting discrimination on the basis of disability.
11. Minnesota Rules, part 3500.0550 relating to Inclusive Educational Program Plan.
12. Equal Education Opportunities and Transportation of Students (20 U.S.C. § 1703).
13. Title VII of the Civil Rights Act of 1964 Pregnancy Discrimination Act (within Title VII) 42 U.S.C. § 2000 e(k).
14. Fair Housing Act 42 U.S.C. § 3601 *et seq.* 24 C.F.R. part 100.
15. Age Discrimination Act 42 U.S.C. § 6101, 6102; 45 C.F.R. part 100.
16. Prohibition of Discrimination Based on Blindness (20 U.S.C. § 1684).
17. May 25, 1970, Office of Civil Rights Memorandum, "Identification of Discrimination and Denial of Service on the Basis of National Origin".
18. August 1975, Office of Civil Rights Memorandum, "Identification of Discrimination in the Assignment of Children to Special Education Programs".

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal and state financial assistance extended after the date hereof to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), including installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date. The district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information required by Minnesota Statute, section 127A.42, subd. 3 and agreements made in this assurance. This assurance is binding on the district and the persons whose signatures appear below and who are authorized to sign on behalf of the district.

Furthermore, the undersigned hereby affirm that there is a copy of each of these laws in each building in the district and that the information given on page two and three of this form is accurate and complete.

Signature - School District Superintendent	Date
Signature - President or Chairperson of School Board	Date
Signature - Clerk of School Board	Date

Office of Learner Support Services
Moorhead Area Public Schools

LSS.11.001

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services

DATE: September 22, 2010

RE: Children's Dental Services

Attached is information about Children's Dental Services as well as a Memo of Agreement to enable Children's Dental Services to provide on-site dental services to children who have unmet dental needs. Children's Dental Services is dedicated to improving the oral health of children from families with low income by providing accessible treatment and education. They have been providing these services to children birth-21 since 1919, primarily in the areas around Minneapolis, St. Cloud, Rochester, and Duluth (see enclosed listing).

Dental disease is the number one unmet health need among school children. Working also with the Clay County Health Department, the County is very supportive of the Children's Dental Services and the collaborative partnerships between the County, Head Start, the District, local dental providers and Children's Dental Services. Clay County is identified as one of two counties in Minnesota who are the least served in terms of available dental care for children. Access to dental services in the area is 2149:1 residents for each dentist. The few dentists who do serve low income children are not taking any new patients. Important to consider is that Children's Dental Services does not displace any providers; they only fill gaps in services and refer to dentists who indicate they will provide services.

This agreement helps meet the needs of Moorhead Area Public Schools' students who are most at need. The health of children's teeth and mouths effects how they feel, learn, and behave. This agreement with Moorhead Area Public Schools will enable Children's Dental Services to serve local children who have unmet dental needs.

Suggested Resolution: Move to approve the Children's Dental Services Memo of Agreement with the Moorhead Area School District for the 2010-11 school year.

JS:ca

Listing of Locations Where Children's Dental Services Provides Care

As of September, 2010

Minnesota School Districts

Minneapolis Public Schools - began providing care in the late 1960's
St. Paul Public Schools - began providing care in 1999
Duluth Public Schools - began providing care in 2007
St. Cloud Public Schools - began providing care in 2008
Sauk Rapids-Rice - began providing care in 2008
Holdingford Schools - began providing care in 2008
South Washington County Schools - began providing care in 2008
Faribault Public Schools - began providing care in 2009
Brooklyn Center Schools - began providing care in 2009
Forest Lake - began providing care in 2009
Spring Lake Park Schools - began providing care in 2009
Iron Range (including Virginia, Hibbing, Chisholm) - began providing care in 2009
Minneapolis Charter Schools - began providing care in 2009
St Paul Charter Schools - began providing care in 2009
Osseo Public Schools - began providing care in 2009
St. Louis Park Schools - began providing care in 2010
Bloomington Public Schools - began providing care in 2010
Shakopee Public Schools - began providing care in 2010
International Falls Public Schools (including surrounding districts) - will begin providing care in 2010

Minnesota Head Start Programs

Parents in Community Action (Mpls Head Start) - began providing care in late 1960's
Community Action of Ramsey/Washington Counties - began providing care in 2000
Scott Carver /Dakota County Community Action - began providing care in 2005
Duluth Head Start - began providing care in 2007
Reach-up Head Start - began providing care in 2008
Wright County Community Action - began providing care in 2009
Arrowhead Economic Opportunity Agency Head Start - began providing care in 2009
Anoka County Community Action Program - began providing care in 2005

Children's Dental Services

Mission Statement: *Since 1919, Children's Dental Services is dedicated to improving the oral health of children from families with low income by providing accessible treatment and education in our diverse Minnesota community.*

If we host a Children's Dental Services (CDS) clinic at our school, who would be eligible to receive dental services?

CDS provides care to any child from birth to twenty-one. CDS accepts all forms of insurance and can help families to apply for Medical Assistance. For families unable to obtain insurance, CDS administers an income-based sliding-scale and free care system. CDS is dedicated to providing quality dental care to all children.

How can families receive care for their students at the school location?

CDS prepares an informational letter and a consent form for students to bring to their families. These forms are available in multiple languages. If the parent or guardian chooses to accept CDS services, he or she returns the consent form. The child will then receive a dental exam and any necessary follow-up care, usually at the school location. Families are kept informed of their student's treatment as it progresses.

Who provides dental care to the students?

CDS staff provide to students a full range of culturally competent care. In addition, 90% of staff members are bi– or multi-lingual. CDS staff are also expert in working with patients and families who may be nervous about receiving dental treatment or may have special needs or questions questions.

How much money do schools need to invest in equipment and installation to host a CDS clinic?

None. CDS provides the equipment and covers the installation costs.

Who maintains the dental clinic and its equipment?

CDS provides the expertise and the funding for the professional and safe upkeep of the dental clinic and its equipment.

For further information: Contact Sarah Wovcha, Executive Director, at the phone, fax or email below.

636 Broadway St. NE
Minneapolis, MN 55413
Website:
www.childrensdentalservices.org

Phone: 612-746-1530 x. 204
Fax: 612-746-1531
Email:
swovcha@childrensdentalservices.org

Children's Dental Services

A child's smile says the same thing in any language.

Children's Dental Services Mission Statement: *Since 1919, Children's Dental Services is dedicated to improving the oral health of children from families with low incomes by providing accessible treatment and education in our diverse Minneapolis/St. Paul community.*

Children's Dental Services (CDS) is an independent, non-profit agency that has provided dental services to low-income youth since 1919. Since its inception CDS has been dedicated to serving the "poorest of the poor": CDS was created with the purpose of providing dental care to destitute Minneapolis orphans at a time when health safety nets were non-existent. Despite funding cuts and political changes over the past 89 years CDS has evolved from a small non-profit to a major public dental health safety net provider for low-income children and pregnant women throughout the Twin Cities metropolitan region. CDS has nonprofit status pursuant to Minnesota Statutes, chapter 317A and tax-exempt status as provided in Internal Revenue Code, section 501(c)(3) as amended through October 4, 1976. CDS has written clinical policies describing its clinic services, medical management and health records as provided in Minnesota Rules, part 9505.0255, subpart 4. A ten-member board of directors, none of whom receives compensation, governs CDS. The current board is comprised of 50% people of color; 79% of board members live in a CDS service area; 100% work in a service area; and 29% of board member families receive CDS services. As a nonprofit corporation CDS is governed by local residents, and is not a governmental entity. An executive director manages daily operations.

CDS goals include: a) to provide affordable, accessible dental care to low-income children and pregnant women; b) to provide culturally focused care that meets the diverse needs of those it serves; c) to provide education, prevention and direct clinical services; and d) to engage with a variety of community groups, governmental agencies, private and non-profit organizations to further the importance of oral health and availability of dental care for low-income individuals and families.

CDS is currently the largest single provider of dental care to low-income children in Minnesota. Examples of CDS' innovative approach include its site-based care within the public schools and Head Start centers, as well as its public health training programs for dental interns. CDS currently operates out of 32 clinics in the Twin Cities metropolitan area. Each of CDS clinics is accessible by public transportation. CDS is also the only agency in Minnesota dedicated exclusively to providing oral health education and treatment to low-income children. CDS provides a full range of affordable, culturally focused dental care and education to over 14,000 patients annually out of thirty-two clinical locations and through mobile services in the Twin Cities region and in Duluth. CDS is also one of only two community clinics that provides on-site emergency

treatment and has staff specifically credentialed to provide outpatient hospital-based care. CDS serves children from birth to 21, targeting families with incomes below 200% of the federal poverty level. CDS also serves low-income pregnant women, recognizing the relationship between the dental health of a pregnant woman and her fetus. CDS accepts all forms of public and private insurance and, in contrast to over 99% of other metro area providers, there is no limit on the number of public program patients CDS serves. CDS is the main provider of direct dental care and screenings to children in the Duluth, St. Cloud, Faribault, Iron Range, Minneapolis, and St. Paul Public Schools and Head Start programs.

CDS is particularly well equipped to serve multilingual, culturally diverse families. One of CDS' greatest strengths is the diversity of its staff. Together its staff of thirty hails from fourteen different countries, and speaks at least fifteen languages, including American Sign Language, Amharic, Arabic, Chinese, English, Farsi, French, Hindi, Hmong, Kannada (dialect of S.W. India), Oromo, Somali, Spanish, Tibetan and Vietnamese. Over 50% of CDS' staff represents minority populations, 82% speak two or more languages, 90% are female, and 3% are disabled. CDS implements targeted outreach programs for Hmong, Native American, Oromo, Somali and Spanish patients as well as pregnant women. In 2007 CDS saw 13,142 patients, performing 36,741 procedures during 23,053 visits. Additionally CDS provides dental outreach and education to the community. CDS implements a dental screening program for 11,500 children annually. The majority of patients served (in excess of 95%) fall below 200% of the Federal Poverty Level. The patient population to whom this proposal is focused is racially and ethnically diverse, with the following patient makeup as of year-end 2007 (representing the most recent finalized statistics available): African American (22%), East African (24%), Hispanic (25%), Asian/Pacific Islander (8%), Caucasian/East European (15%), and Native American (6%).

CDS targets low-income families through the following services: 1) CDS' sliding fee and free care scale serves any uninsured Minnesota resident whose annual income falls below $20,650 for a family of four; 2) CDS provides free care to any child or pregnant woman with an emergency need who is unable to pay, and over the past year saw over 98% of emergency patients within 24 hours; 3) CDS provides free care to uninsured Head Start children; 4) At each of its clinical locations CDS assists patients in applying for public insurances programs; 5) CDS arranges flexible payment plans for patient families; 6) Recognizing the severe shortage of dental care available for low-income families CDS utilizes an appointment confirmation system that results in several appointments becoming available each day; and 7) To collect debt respectfully CDS provides independent billing of patients and does not utilize collection agencies.

CDS maintains exceptionally cost-effective services by triaging care through a public dental health model, implementing Collaborative Agreements between dentists and hygienists, and Expanded Functions performed by hygienists and dental assistants. CDS was recognized for its efficiency, cost effectiveness and ingenuity in providing site-based, portable care as the recipient of the 2006 Mission Innovation Award from the Minnesota Council of Nonprofits. In 2007 CDS was commended by St. Paul Mayor Chris Coleman for its efforts to expand dental care in St. Paul's poorest neighborhoods (see *Expanding a Program to Bring Dental Care to Poor Kids Fills a Big Need,* Minneapolis Star Tribune, June 29, 2007), and asked to further expand services. Most recently CDS' Executive Director Sarah Wovcha was presented the 2007 Betty Hubbard Maternal and Child Health Leadership Award by the Minnesota Department of Health for her significant contribution to expanding dental care to Minnesota's most vulnerable children and pregnant women.

Children's Dental Services

Memorandum of Agreement
Between
Children's Dental Services (CDS)
And
Moorhead Area Public School District
Regarding
School-Based Dental Clinics

This Memorandum of Agreement is designed to formalize the Moorhead Area Public School District relationship between Children's Dental Services (CDS), hereinafter referred to as CDS, and the Moorhead Area Public School District, regarding the operation of school-based dental clinics (SBDC).

Terms of Agreement

1. Moorhead Area Public School District agrees to provide the following at no cost to CDS at each of the schools where clinic services are provided:

    - Space that can be used as an examination room, shared bathrooms, and storage.
    - When possible and at the discretion of each Principal, CDS will have access to a conference room.
    - Utilities.
    - Routine maintenance and repairs (e.g. light bulbs, windows, ceiling tiles, towels, toilet paper) in the areas used by CDS.
    - Rubbish removal (non-hazardous waste).
    - Custodial and housekeeping services in areas used by CDS.
    - Access to the internet and phones at each site.
    - Printing and inclusion of CDS parental consent form and other brochures in school materials and/or school announcements.

2. CDS will provide the following at no cost to MAPS:

    - Comprehensive school-based dental center services as defined in the consent form and in compliance with CDS policies.
    - Dental care and equipment and supplies (pharmaceuticals, laboratory and medical) for use in care.
    - Proper maintenance and disposal of hazardous waste.
    - Appropriate staffing for the dental care (with training and licensing as required by law).
    - Supervision of dental staff.
    - All billing responsibilities.
    - Dental malpractice insurance for all appropriate staff.
    - All dental equipment (portable or permanent) is the property and responsibility of CDS. It remains property of CDS should the agreement end, and all repairs and maintenance of the dental equipment are the responsibility of CDS.

3. CDS agrees to annually provide a parental consent form template for the brochures to be made available at the schools.

4. CDS agrees to add the following language to parent consent forms: "Moorhead Area Public School District may give information about your child's class schedule to Children's Dental Services".

5. CDS and Moorhead Area Public School District mutually give permission to include names and other descriptive information about CDS on-site dental care in their respective catalogs, brochures and correspondence, naming CDS as the entity operating the dental care, and the Moorhead Area Public School District is the host and collaborating agency for the dental care.

6. CDS agrees that it has complete operational responsibility over the provision of dental care. This responsibility includes securing funding, and adjusting staffing levels or hours of operation according to school hours.

7. CDS will protect the confidentiality of any and all information received from students who seek services at the children's dental clinic unless disclosure is necessary for the health and safety of the student and/or other persons.

8. CDS and Moorhead Area Public School District staff will work cooperatively. This includes collaboration whenever possible between clinic staff and school nurse/school social worker in addressing student needs.

9. Either Moorhead Area Public School District or CDS may terminate this Agreement with or without cause upon at least ninety (90) days written notice to the other party. However, if an academic semester has commenced or is within sixty (60) days of commencing, such notice of termination shall not be effective until completion of said semester. Semester and end of year is defined by the high school calendar.

10. This agreement will commence on September 1, 2010, and expire on June 30, 2011.

11. The Agreement constitutes the entire understanding and Agreement between CDS and Moorhead Area Public School District with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.

12. The Agreement may be amended only in writing signed by all the parties hereto.

13. All notices and other communications required or desired to be given shall be given personally, or sent by telefax, registered or certified mail, postage prepaid, return receipt requested to the persons and the addresses set forth at the end of the contract. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by telefax (if confirmation notice is sent by registered or certified mail on the same day; or (c) three(3) business days after posting, if sent by registered or certified mail.

14. The laws of the State of Minnesota shall govern this Agreement.

15. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between Moorhead Area Public School District and CDS. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.

16. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, natural disaster acts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

17. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.

18. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.

19. CDS and Moorhead Area Public School District shall indemnify and defend each other with respect to claims made by third parties concerning the respective performance of the matters referenced herein.

The Parties hereby cause this instrument to be executed by their duly authorized officers:

_____ _____

Sarah Wovcha, Executive Director, Date
Children's Dental Services (651) 746-1530 x 204
636 Broadway Street NE Minneapolis, MN 55413

_____ _____

School Board Chair Date
Moorhead Area Public School District
Probstfield Center for Education
2410 14th Street S Moorhead MN 56560

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.033R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: October 5, 2010

SUBJECT: Operating Levy Referendum Update

At the School Board meeting on Monday, October 11, 2010, an update on the upcoming levy referendum will be presented. Discussion will be held regarding the attached operating levy referendum question and answer document as the district enters the final weeks before the November 2, 2010 election.

LAK:mde
Attachment

STRONG SCHOOLS STRONG COMMUNITY

MOORHEAD AREA PUBLIC SCHOOLS

OPERATING LEVY REFERENDUM QUESTION & ANSWER DOCUMENT ELECTION DAY: NOV. 2, 2010

Moorhead School District residents will vote November 2, 2010, on an operating levy referendum that, if approved, will provide $850 per pupil in additional funds each year for the next seven years beginning with the 2011-12 school year.

What is an operating levy?
An operating levy requires voter approval through the referendum process. Operating levies provide school districts money to be used for day-to-day expenses such as staff salaries, supplies, heating expenses, transportation and activities programs. These are the funds that it takes to run and operate schools.

Why does Moorhead Area Public Schools need to consider asking district residents to approve an operating levy request?
School funding in Minnesota is largely based on funds from the state. In 2001, the Legislature assumed greater responsibility for funding education; however, state aid has not kept up with inflation. School districts across Minnesota are relying more heavily each year on operating referendum revenue to fund basic educational programs. Minnesota's projected deficit for the 2012-13 biennium is expected to approach $6 billion.

How has Moorhead Area Public Schools been impacted by Minnesota's budget woes?
State aid has been frozen for the past three fiscal years. In addition, Minnesota has changed the way it sends school districts state aid. Normally, 90% of a district's aid is sent during a fiscal year with the other 10% sent in the next fiscal year. This has shifted to 70% and 30%, which will significantly impact all districts in the state. Additional aid payment delays have been enacted for the 2010-11 school year as the state attempts to meet its cash flow obligations. As a result of the aid payment shifts and delays, Moorhead Area Public Schools borrowed $5 million for the 2009-10 and the 2010-11 school years to meet monthly financial obligations.

Why should voters approve a new operating levy?
The school board has determined that funds are needed to maintain the high quality education our community has come to expect from Moorhead Area Public Schools. A survey of school district residents conducted in June 2009 revealed a favorable rating of 9:1, which indicates that the school district is held in very high regard by district residents. According to the firm that conducted the survey, Decision Resources, Inc., a typical favorable rating for school districts considered regional centers like Moorhead is 6:1 or 7:1.







If an operating levy referendum were to pass on November 2, what would the money be used for in the coming years?
The school board has determined five priority areas:

- to provide a source of stable and predictable revenue to avoid further reductions;

ACCENT ON EXCELLENCE M 152 MOORHEAD PUBLIC SCHOOLS

This publication is circulated to apprise voters of facts pertinent to the levy referendum.
Visit www.moorhead.k12.mn.us for more information.

MOORHEAD AREA PUBLIC SCHOOLS

OPERATING LEVY REFERENDUM QUESTION & ANSWER DOCUMENT

- to preserve and improve class sizes;
- to repair and replace aging technology equipment;
- to restore reductions that have been made to world languages;
- to provide increased access to early childhood programs and Kinder Plus (K+).

What if the operating levy is not approved?
If the operating levy is not approved, the school board has determined that there will need to be further reductions in staff, services and programs. The district projects budget deficits of approximately $750,000 for the 2010-11 school year and approximately $2 million for the 2011-12 school year.

Why can't the district balance its budget with the money it gets from the state?
The district did balance its budget for the 2009-10 school year, but only after making budget adjustments of approximately $4.5 million. This was on top of $1.2 million in reductions prior to the 2008-09 school year. As funding levels from the state remain flat, inflationary growth will outpace revenue increases.

Why can't school districts in Minnesota just wait until the state addresses the funding issue during the next legislative session?
Recent projections provided by the Minnesota Rural Education Association (MREA) and the Minnesota School Boards Association (MSBA) estimate that the state's deficit will approach $6 billion during the 2012-13 biennium. According to MREA and MSBA, continued flat state funding or a possible reduction in state funding for schools could become a reality during the 2011-12 and 2012-13 school years.

What is the recent history regarding the state's increases in the amount of per pupil funding?
The basic general education formula establishes the minimum level of funding for school districts. The per pupil formula allowance for the past nine years is as follows:

School Year	Per Pupil Formula Allowance	Percentage Increase Over Prior Year	Consumer Price Index (Inflation)
2002-03	$4,601	2.3%	2.2%
2003-04	$4,601	0.0%	2.2%
2004-05	$4,601	0.0%	3.0%
2005-06	$4,783	4.0%	3.8%
2006-07	$4,974	4.0%	2.6%
2007-08	$5,074	2.0%	3.7%
2008-09	$5,124	1.0%	1.4%
2009-10	$5,124	0.0%	0.5%
2010-11	$5,124	0.0%	2.2%

Sources: Minnesota House of Representatives Fiscal Analysis Department and Minnesota Department of Education

Inflation outpaced funding increases by more than 8% for this period. The per pupil allowance remained the same for the 2002-03, 2003-04, and 2004-05 school years. Also, the per pupil allowance remained the same for the 2008-09, 2009-10, and 2010-11 school years. If the per pupil allowance remains the same for the next one or two fiscal years, it will mark the first time in state history that the per pupil allowance remained the same for four or five years.







This publication is circulated to apprise voters of facts pertinent to the levy referendum. Visit www.isd152.net for more information.

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This publication is not circulated on behalf of any candidate or ballot question.

MOORHEAD AREA PUBLIC SCHOOLS

OPERATING LEVY REFERENDUM QUESTION & ANSWER DOCUMENT

What happened with the money the district received from the American Reinvestment and Recovery Act (ARRA), also referred to as Federal stimulus dollars?
The majority of the stimulus money the district received was simply a replacement of state aid that would have been taken away; it was not new money. Without the stimulus money, Moorhead Area Public Schools would have seen a reduction of $3.1 million in aid from the state during the 2009-10 school year.

Additionally, the district received approximately $450,000 for restricted use under Title I programs and approximately $1.3 million for special education. The special education funds are mainly being used to pay for expenses that the district was already scheduled to incur. This has provided some relief to the district's General Fund; however, this one-time money cannot be factored into long-range budget projections.

What is the average operating levy amount for a typical school district in Minnesota?
According to the Minnesota Department of Education, the average operating levy amount for Minnesota school districts for the 2010-11 school year is $848 and for the 2011-12 school year it will be $936. The amount is similar for districts of a comparable size to Moorhead Area Public Schools.

How many school districts currently have an operating levy?
Statewide 302 out of the state's 337 school districts, or 90%, have an operating levy. Moorhead Area Public Schools is currently the only school district in Clay County and one of the few districts in the state without an operating levy.

Additionally, Moorhead Area Public Schools has a student population of approximately 5,400. Of the 28 school districts in Minnesota with a student population ranging from approximately 3,800 to 8,100, all but three have an operating levy for the 2010-11 school year and the average for districts in this comparable group is approximately $937 per pupil.

How will the proposed operating levy of $850 per pupil impact my property taxes?
The tax impact would be $179 annually or less than $15 monthly for every $100,000 of a property's market value. For the average home in the district, the increase would be about $20 per month. The impact on a $200,000 home would be just under $30 per month. During the seven years of the operating levy, there will be no increase for inflation. A document detailing the tax impact of the operating levy is available on the district's website.

Would agricultural land be impacted by a successful operating levy referendum?
Agricultural land is impacted only to the extent of the value of a house, garage, and surrounding one acre; the owner of agricultural land would not see an increase in taxes on the rest of his or her land.







How would commercial and industrial property be impacted by a successful operating levy referendum?
Commercial and industrial property located in the City of Moorhead and the City of Dilworth will not see a net tax increase for the proposed referendum due to the disparity tax credit that

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MOORHEAD AREA PUBLIC SCHOOLS

OPERATING LEVY REFERENDUM QUESTION & ANSWER DOCUMENT

is part of the Border City legislation which is designed to ease the tax burden for owners of commercial and industrial properties located in cities bordering North Dakota.

Didn't district residents pass an election in 2002 for the construction of new schools?

District residents approved a building bond referendum election in March 2002. The funds from that bond issue were used to renovate schools and to build two new buildings. The funds could not have been used for operating expenses.

A helpful way to understand the difference is that bonds are for buildings, while an operating levy is for learning. The new and newly renovated schools helped to halt a downward enrollment spiral by spurring significant housing growth. Efficiencies in operating costs were realized by moving from 11 district buildings prior to 2005 to seven buildings.

What has been the recent enrollment trend for Moorhead Area Public Schools?

Several years ago, district leaders projected that enrollment would dip below 5,000 students by the 2009-10 school year. The recent housing growth, caused in part by the renovation of existing schools and the building of two new schools, has stabilized enrollment. Enrollment has stabilized and was 5,379 at the opening of the 2010-11 school year. Enrollment is projected to remain stable or to grow in the coming years.

Why doesn't the district eliminate extracurricular activities as a cost savings measure?

Student activities cost the district approximately $770,000 per year when revenues ($330,000) are subtracted from expenses ($1.1 million). This represents about 1.5% of the district's annual operating budget. Student activities such as athletics and the arts keep students involved in school by providing them with opportunities to be involved in the school community in a variety of ways. Eliminating all extracurricular activities would likely result in a significant reduction in enrollment, which in turn would worsen the district's financial condition even further.

Student activity fees were more than tripled for some activities leading up to the 2009-10 school year, and there are now participation fees for activities that historically had no fees at all. Expenses were reduced by 10% in 2009-10 compared to 2008-09, while revenues increased by 85% due primarily to the increase in fees.

What did the district do to reduce expenditures following last year's narrowly defeated operating levy?

During the spring of 2009, major budget reductions were made leading into the 2009-10 school year. The district essentially made two years worth of reductions that spring because of the unstable and unpredictable state funding that had been forecasted as well as an uncertain outcome of the operating levy referendum in November 2009. Approximately $1.2 million in budget adjustments were made leading up to the 2008-09 school year and approximately $4.5 million in budget adjustments were made leading up to the 2009-10 school year. Federal stimulus funds have provided some one-time assistance for the 2009-10 and 2010-11 school years, but this revenue is not sustainable.







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MOORHEAD AREA PUBLIC SCHOOLS

OPERATING LEVY REFERENDUM QUESTION & ANSWER DOCUMENT

Why doesn't the district eliminate the Spanish immersion program offered at Ellen Hopkins Elementary School?

The Spanish immersion program is cost neutral because it is staffed at a similar ratio as the regular education program. If the students who are in the Spanish immersion program were to be in the regular K-5 program, the district would not be able to eliminate teaching positions as a result. Instructional materials currently used in the Spanish immersion program would not be used in the regular K-5 classroom, requiring the purchase of new materials. The Spanish immersion program has likely had a positive impact on the district's enrollment. Several families have chosen to move to the district to enroll their children in this unique program.

What has the district done to reduce its utility costs in recent years?

Significant improvements were made to several of the district's buildings to lower the district's utility expenses. Gymnasium lights were replaced with more energy efficient ballasts and bulbs, new building temperature standards for both the heating and cooling seasons were implemented, and refinements were made to existing heating and cooling systems to significantly reduce energy consumption.

Due to these efforts, the district's utility bill was $377,000 lower in the 2009-10 school year compared to the 2007-08 school year and $290,000 lower compared to the 2008-09 school year. The payback for two of the major projects was projected to be approximately 2.5 years, and it appears that this goal will easily be met.

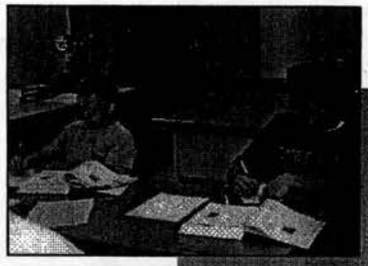
Additionally, the district will be replacing two old, inefficient boilers (circa 1956) in two of its elementary buildings during the fall of 2010. The district received a $75,000 federal grant to help offset the cost of this project.

What will the district do if the referendum is not passed on November 2?

The district has begun the budget development process for the 2011-12 school year. The projected deficit for 2011-12 is approximately $2 million according to data from the district's annual operating plan that was adopted in June 2010. Without intervention, the deficit grows in subsequent school years. Staff reductions, program elimination and a reduction in services are being considered.

One area that is being examined is student transportation. The district currently provides transportation for students who live one mile or more from school. The district is considering expanding this to two miles or more for the 2011-12 school year.

A four-day school week has also been discussed. One area district, Pelican Rapids, has gone to a four-day week. North Branch, a school district north of the Twin Cities with an enrollment of approximately 3,700 students has instituted a four-day week following the defeat of that district's operating levy referendum in November 2009. Moorhead district administrators will be learning from Pelican Rapids and North Branch in the coming months to determine the feasibility of such a change.







This publication is circulated to apprise voters of facts pertinent to the levy referendum. Visit www.moorhead.k12.mn.us for more information.

Prepared and paid for by Independent School District 152, Moorhead Area Public Schools, 2410 14th St. S., Moorhead, MN 56560.

S-M9-B05
25 Oct 2010

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

October 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 Dr. Lynne A. Kovash, superintendent, for receiving the Distinguished Alumni Award from Minnesota State University Moorhead. The award is presented to graduates of MSUM who have an outstanding record of community service, have excelled in their profession, have demonstrated leadership in their community and/or profession, and have demonstrated loyalty to MSUM. Kovash was recognized at a banquet Oct. 15 during MSUM's homecoming activities.

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) Acceptance of Donations - Page 5

C. HUMAN RESOURCES MATTERS - Hiedeman
   (1) Approval of Resignation - Page 6
   (2) Approval of Family/Medical Leave - 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. **SCIENCE, TECHNOLOGY, ENGINEERING, ENTREPRENEURSHIP AND MATHEMATICS (ESTEEM) INSTITUTE**: Kovash
Pages 9-13

Suggested Resolution: Move to approve Moorhead Area Public Schools as a partner in the ESTEEM Institute.

Moved by _____ Seconded by _____
Comments _____

4. **STUDENTS OF ALL ABILITIES RESPECTED (SOAR) GRANT AWARD**: Kovash
   Pages 14-15

5. **DISTRICT LEVEL IMPROVEMENT PLAN**: Kovash
   Page 16

6. **OPERATING LEVY REFERENDUM UPDATE**: Kovash
   Pages 17-20

7. **COMMITTEE REPORTS**

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

9. **ADJOURNMENT**

CALENDAR OF EVENTS

Event	Date	Time	Place
Activities Council	October 26	7 am	Conf Rm
Spec Ed Parent Adv Com	October 26	12 pm	PCE
Technology Committee	October 26	3:45 pm	PCE
Horizon PTAC	November 1	6:30 pm	Media Center
Asp PTAC	November 1	6:30 pm	Media Center
MHS PTAC	November 1	7 pm	Conf Rm
Continuing Educ Com	November 2	3:30 pm	PCE
Election Day	November 2		
Indian Educ Parent Com	November 3	5 pm	PCE
Joint Powers Committee	November 4	7 am	PCE
School Board	November 8	7 pm	PCE
Health/Safety/Wellness Com	November 9	9:30 am	PCE
Hopkins PTAC	November 9	6:30 pm	Media Center
Reinertsen PTAC	November 9	6:30 pm	Media Center
Instr and Curr Adv Com	November 11	7 am	PCE
Early Childhood Adv Com	November 11	6:30 pm	PCE
Policy Review Com	November 15	7 pm	PCE
Safe and Healthy Learners Com	November 16	3 pm	PCE
Community Educ Adv Council	November 16	7 pm	PCE
Interagency Early Interv Com	November 17	12 pm	FSC
School Board	November 22	7 pm	PCE
Activities Council	November 23	7 am	MHS
Technology Committee	November 23	3:45 pm	PCE

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.030 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: October 19, 2010

SUBJECT: Donations

Moorhead Area Public Schools received the following donations:

- Karlene and Roger Walls have donated a Magician Stander valued at $1,500. The Magician Stander is designed to provide a supportive transition from sitting to standing. When in a vertical position, it allows children to develop head control while in a natural weight-bearing position.
- Jeff King at Performance Tool and Die has donated wire for use as part of an art project with students from the Red River Area Learning Center and Minnesota State University Moorhead.

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

WAK:nls

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.037

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: October 18, 2010

SUBJECT: Resignation

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

Jennifer Hanson	Lunchroom Supervisor, S. G. Reinertsen Elementary, effective October 29, 2010.
Kayte Carson	Bus Driver, Transportation, effective August 23, 2010.
Dar Jahnig	Bus Driver, Transportation, effective September 24, 2010.
Kayla Skalsky	Bus Driver, Transportation, effective June 1, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Jennifer Hanson, Kayte Carson, Dar Jahnig and Kayla Skalsky as presented.

6

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.035

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: October 18, 2010

SUBJECT: Family/Medical Leave

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

Jennifer Carney	2nd Grade Teacher, Robert Asp Elementary, effective approximately November 17, 2010 for approximately eight weeks.

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

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.036

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: October 18, 2010

SUBJECT: New Employees

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

Veronica Garcia	Paraprofessional, Red River Area Learning Center, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective October 11, 2010. (Replaces Maria Almarez & Rhonda Barrows)
Betty Lague	Paraprofessional, High School, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective September 28, 2010. (Replaces Adam Sorenson)
Nicole Akason	Night Custodian, High School, A12 (0-2) $13.69 per hour, 8 hours per day, effective October 26, 2010. (Replaces Jim Boothroyd)
Amber Stogner	Bus Assistant, Transportation, 12 hours per week, $12.17h per hour. (Replaces Judy Teiken)
Mark Rivenburg	Bus Driver, Transportation, 6-7 hours per day, $13.07 per hour, effective September 14, 2010. (Replaces Kayla Skalsky)
John Rasmussen	Bus Driver, Transportation, 7-8 hours per day, $13.07 per hour, effective June 23, 2010. (Replaces Gary Huck)

SUGGESTED RESOLUTION: Move to approve the employment of Veronica Garcia, Betty Lague, Nicole Akason, Amber Stogner, Mark Rivenburg and John Rasmussen as presented.

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.035R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: October 19, 2010

SUBJECT: Science, Technology, Engineering, Entrepreneurship, and Mathematics (ESTEEM) Institute

Attached please find information regarding the development of an "ESTEEM Institute" as a part of a grant application where students learn alongside world-leading scientists and researchers to develop solutions to private sector needs in order to meet global market demands and create scientific discovery all in the same facility.

A subcommittee was formed as a part of the grant application and Moorhead Area Public Schools was asked to be a partner.

Brenda Wyland, Associate Director, will present an overview of the grant and work related to this development at the October 25 board meeting.

Suggested Resolution: Move to approve Moorhead Area Public Schools as a partner in the ESTEEM Institute.

LAK:mde
Attachment

NDSU
research park PARK, INC.

1854 NDSU research circle north ∴ fargo ND 58102 ∴ phone 701.499.3600 ∴ fax 701.499.3610
www.ndsuresearchpark.com

October 12, 2010

Dr. Lynne Kovash
Superintendant
Moorhead Area Public Schools
2410 14th Street South
Moorhead, MN 56560

Dear Dr. Kovash:

Thank you for attending the ESTEEM Institute sub-committee meeting that was held on October 5, 2010 at the NDSU Research & Technology Park. This sub-committee is the result of a grant application that was submitted to the U.S. Department of Housing and Urban Development in August 2010.

Recently, several events have provided an environment conducive to furthering strategic public-private partnerships that led to the development and submission of a joint application to the U.S. Department of Housing and Urban Development that will contribute to building a sustainable community and region. First, the partnership formed between the Fargo Public Schools, West Fargo Public Schools, Moorhead Public Schools, South East Education Cooperative, and the NDSU Research & Technology Park has led to the development of a Youth Entrepreneurship Program designed to attract aspiring students interested in science, technology, engineering, entrepreneurship, and math (ESTEEM). Second, the merger of Sanford Health Systems and Meritcare Hospital led to the creation of the country's largest regional healthcare system, Sanford Health, devoted to furthering the human condition and advancing scientific discovery and research.

Through a sub-committee that was formed as a result of this grant application, the NDSU Research & Technology Park, Sanford Health, Fargo Public Schools and West Fargo Public Schools are starting the initial planning phases to develop an "ESTEEM Institute" whereby advanced placement students learn alongside world-leading scientists and researchers to develop solutions to private sector needs in

board of directors

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∴ Steffes Corporation

executive director

TONY S. GRINDBERG

order to meet global market demands and create scientific discovery all in the same facility. Upon a successful grant award, this unique opportunity to partner education, healthcare, and research will be developed through the acquisition of the vacant Alien Technology facility located in the NDSU Research & Technology Park. The possibility of creating an innovative environment dedicated to advancing research initiatives and healthcare through today's partnerships and tomorrow's leaders fits the definition of building a sustainable community.

The intent of this letter is to formally invite the Moorhead Area Public Schools to become a partner in the ESTEEM Institute sub-committee. Other partners that are also being invited to formally join this sub-committee include North Dakota State University and North Dakota State College of Science. **I would welcome the opportunity to provide an overview of this exciting new program and an update on the current youth entrepreneurship program financial request to the school board at its next meeting.**

Please let me know if I can provide additional information or answer any questions that you may have. I can be reached at 701-499-3603 or via email at brenda@ndsuresearchpark.com.

Sincerely,

Brenda Wyland
Associate Director

APPLICATION ABSTRACT

In February 2010, the Metro Youth Partnership sponsored a report on Sustain or Self-Destruct: The Case for Sustainability | Lodestone Project exploring the question of ***"Will Fargo-Moorhead Be Around in 100 Years".*** To quote the report, this project represents the belief that an ordinary place can be more than ordinary in the right confluence of events and circumstances. Just like a lodestone.

Lightening strikes, and in the case of a lodestone, when it does, something new is left in its wake. A plain, ordinary piece of stone is transformed into an object that has almost magical properties. No one can really explain it, but they know the result; a plain rock becomes a magnet. An ordinary thing becomes more than ordinary.

Fargo-Moorhead and the surrounding region is an ordinary place that has the potential to be extraordinary. Ordinary in the sense that it is a solid community with a strong economy and resourceful, hardworking people. But how sustainable is it? In the 21st century, proximity to waterways, railways, and roadways will not be enough to ensure a place in the new economy. To be sustainable, a community has to be a magnet for new people and new ideas. It must be a community that fosters innovation and supports the creative thinking that typifies entrepreneurs everywhere. It must recognize that its resources are both precious and scarce, becoming greener, cleaner, and smarter about the footprint it leaves on the planet.

Taken together, these things will create a place that doesn't endeavor to "keep" its young people at home, but rather will become a place where, young and old alike, want to be. A lodestone of sorts. A natural magnet. Something extraordinary. The following proposal will demonstrate a strong commitment by several public-private partners to move Fargo-Moorhead and the surrounding region from ***ordinary to extraordinary.***



Fargo-Moorhead sits on the North Dakota/Minnesota border and is divided by the Red River. The community has a combined population of nearly 140,000 with a vibrant downtown and the largest regional healthcare entity in the country, ***Sanford Health***. There are several global businesses that operate in the Fargo-Moorhead area along with the largest Microsoft campus outside of its headquarters in Redmond, WA.

Throughout the last several years, the ***City of Fargo***, and North Dakota in particular, has weathered the economic crisis with an unbelievable 4% unemployment rate and a growing economy. All of these things, combined with a strong educational system (***Fargo Public Schools and West Fargo Public Schools***); parks, lakes and recreation; and affordable housing make it a great place to live and work.

The community is home to three universities with North Dakota State University (NDSU) being the largest with over 14,000 students and home to the ***NDSU Research & Technology Park.*** The NDSU Research & Technology Park positions NDSU as a leader in the state, with technology-based economic

development strategies that provide real-world educational experiences for students and high-technology career opportunities for graduates. The Park also provides university researchers and private industry a central location to combine their talents to develop new technologies, methods and systems.

As a community and state, there is not enough critical mass to work independently and be successful. As a result, everyone must work together to build a strong community and region that provides affordable housing, reliable and economical transportation, high-paying jobs, quality healthcare, and strong educational opportunities. Just south of Fargo-Moorhead is Wahpeton, ND, a small but vibrant community of approximately 8,500. Wahpeton is one of the most industrialized cities in North Dakota and home to the nationally known North Dakota State College of Science (NDSCS). With a campus location in Fargo, NDSCS provides nano-science technology, pre-nursing, and other vital information systems programs that compliment the workforce development needs of the region.

Recently, several events have provided an environment conducive to furthering strategic public-private partnerships through the development of a joint application to the U.S. Department of Housing and Urban Development that will contribute to building a sustainable community and region. First, the partnership formed between the Fargo Public Schools, West Fargo Public Schools, Moorhead Public Schools, South East Education Cooperative, and the NDSU Research & Technology Park has lead to the development of a Youth Entrepreneurship Program designed to attract aspiring students interested in science, technology, engineering, entrepreneurship, and math (ESTEEM). Second, the merger of Sanford Health Systems (Sioux Falls, SD) and Meritcare Hospital (Fargo, ND) has lead to the creation of the country's largest regional healthcare system, ***Sanford Health***, devoted to furthering the human condition and advancing scientific discovery and research.

Through this proposed consortium, the NDSU Research & Technology Park, Sanford Health, Fargo and West Fargo Public Schools, the Cities of Fargo and Wahpeton, Richland and Cass counties, and Metro COG would develop an ***"ESTEEM Institute"*** whereby advanced placement students learn alongside world-leading scientists and researchers to develop solutions to private sector needs in order to meet global market demands and create scientific discovery all in the same facility. This unique opportunity to partner education, healthcare, and research can be developed through the acquisition of the vacant Alien Technology facility located in the NDSU Research & Technology Park. The possibility of creating an innovative environment dedicated to advancing research initiatives and healthcare through today's partnerships and tomorrow's leaders fits the definition of building a sustainable community.

Furthermore, through partnerships with the cities, counties, and Metro COG, this funding opportunity can assist with strengthening the core elements of a sustainable community regional plan that already exists. The regional planning efforts relative to the development of the ESTEEM Institute will enhance economic opportunities, connect jobs to transit and housing in order to divert inefficient land development, and focus on stabilizing adjacent low-to-moderate income neighborhoods. Additional investment into these existing public-private partnerships provides a platform for bridging new technology, education, jobs, transportation, and housing in order to establish a sustainable and healthy community.

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.036R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: October 19, 2010

SUBJECT: Students of All Abilities Respected (SOAR) Grant Award

Rob Kueneman, Executive Director of the Youth Commission/Boys & Girls Club of the Red River Valley, will present the attached information at the October 25 board meeting related to the 2010 Carol M. White PEP grant, issued by the U.S. Department of Education.

The three Moorhead Elementary Schools were chosen to be sites to implement the Students of All Abilities Respected (SOAR) Program through the Youth Commission after-school programming. This program provides an example of many collaborative partners working together to benefit our students, schools and community.

LAK:mde
Attachment

14

CAROL M. WHITE PEP GRANT RECIPIENTS AND SOAR PROGRAM

The Youth Commission / Boys & Girls Club of the Red River Valley, in partnership with TNT Kid's Fitness are the recipients of the 2010 Carol M. White PEP Grant, issued by the US Department of Education. All three Moorhead Elementary schools were chosen as sites to implement the SOAR Program (Students of all Abilities Respected). Other sites include all three YC / BGC Youth Centers along with TNT Kids Fitness (seven sites in all). TNT will provide the training to current YC/BGC staff to improve physical activity and nutritional education in after-school programming. In addition, this grant will allow for the purchase of necessary equipment needed to implement all of the program objectives. This is equipment will be shared with current Moorhead School District physical education staff, to aid in their curriculum implementation.

The goals of this initiative it is implemented in the current after school, are:

1. To educate and motivate children (ages 5-10) to improve physical activity habits.
2. To educate and motivate children (ages 5-10) to improve nutritional choices.
3. Children (ages 5-10) will make progress toward meeting Physical Education standards.
4. Provide professional development opportunities for the staff of after-school programs.

Other partners in this grant include:
- Sanford Health (will provide oversight of the nutritional education component)
- Cass-Clay Healthy People Initiative
- City of Fargo
- North Dakota State University
- Minnesota State University - Moorhead
- Concordia College
- Moorhead Public Schools

The Youth Commission / Boys & Girls Club is proud and honored to be part of this grant partnership. We feel that this will greatly enhance our current after-school program. We are grateful to the Moorhead Public Schools for allowing us the opportunity to provide our quality program in the elementary schools and help us to continue to fulfill our mission of providing programs and services enabling all young people to achieve their full potential in a safe and caring environment. GREAT FUTURES START HERE!

Rob Kueneman
Executive Director
Youth Commission / Boys & Girls Club of the Red River Valley

Office of School Improvement and Accountability
Moorhead Area Public Schools

Memo SIA.11.009 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Missy Eidsness, Director of School Improvement and Accountability

DATE: October 19, 2010

SUBJECT: District Level Improvement Plan

Attached is the draft of the District Level Improvement Plan. This plan is a requirement of the No Child Left Behind Act and the district AYP status. Highlights of this plan will be reviewed with the board.

The District Level Improvement Plan has been reviewed by district staff as well as the Instruction and Curriculum Advisory Committee. This district plan must be submitted to Cheryl Nash, AYP Coordinator at Lakes Country Service Cooperative, by October 28 for feedback. Final submission of the plan to the Minnesota Department of Education is required by November 10.

Robert Asp and Ellen Hopkins Elementary Schools are also required to have a School Level Improvement Plan as they are Title I schools. The district plan includes unified goals and activities from the two mandated school plans. The District Level Improvement Plan will be posted on the district's website.

In addition, each school in the district has developed a School Level Improvement Plan. All school level plans will be posted on the district website. Progress on School Level Improvement Plans will be shared with the board later in the school year.

Suggested Resolution: Move to agree to the assurances for Title I School Improvement and authorize Missy Eidsness as the Local Education Agency (LEA) representative.

MOE:nls
Attachment

16

Minnesota Department of Education	School Improvement Division 1500 Highway 36 West Roseville, MN 55113-4266	DISTRICT LEVEL IMPROVEMENT PLAN	2010-2011

I. General Information and Instructions:

Improvement plans are due **November 10, 2010**. Please send one copy electronically to ssuchy@lcsc.org and one hard copy with signatures and dated by November 10, 2010 to Sarah Suchy, Lakes Country Service Cooperative, 1001 E. Mt. Faith, Fergus Falls, MN 56537. For questions call Sarah Suchy at 218-739-3273.

DISTRICT or CHARTER SCHOOL (Multiple Sites) IDENTIFICATION INFORMATION

District Name and Number: **Moorhead Area Public Schools 152**	**Phone:** **218-284-3315**
Superintendent/Director: **Missy Eidsness Director of School Improvement & Accountability**	**Fax:** **218-284-3333**
Site Address: **2410 14th St. S. Moorhead, MN 56560**	**Email:** **meidsness@moorhead.k12.mn.us**

District Improvement Team Members (for additional members, please attach names to plan)

Improvement Team Members	*Improvement Team Roles*
1. Melissa O. Eidsness	**LEA**
2. Amy Zanotti	**Data Coach**
3. Trudy Wilmer	**Parent/ ICAC Committee Member**
4. Char Lien	**Robert Asp Elementary Teacher-Title I**
5. Heidi Moe	**Hopkins Teacher Elementary Teacher-Title I**
6. Kristi Ammerman	**SGR Teacher Elementary Teacher-Special Education**
7. Vicki Breneman	**District Elementary Math Coach**
8. Charlie Fisher	**District Secondary Reading Coach**
9. Louie Lauer	**Middle School Teacher**
10. Karin Schumacher	**Department Chair High School Math**
11. Russ Henegar	**Assistant Principal Moorhead High**
12. Tom Dooher	**Hopkins Elementary Teacher**
13. Allison Boe	**Robert Asp Elementary Teacher**
14. Sayra Crary	**Middle School ELL Teacher**
15. Carol Ladwig	**Community/ ICAC Member**

AYP (In Need of Improvement) Stages 2010-2011 School Year

*Any district in Continuing In Need of Improvement must complete Appendix B (1.2, 2.1, 2.2)
**Any district in Corrective Action must complete Appendix C (3.1, 3.2)

Please Check the AYP stage that applies:

- In Need of Improvement ☐ 1.1 ☐ 1.2
- Cont. In Need of Improvement x 2.1 ☐ 2.2
- Corrective Action ☐ 3.1 ☐ 3.2

This document meets requirements for the District Improvement and Annual Measurable Achievement Objective (AMAO) Plans

X Yes ☐ No

Minnesota Department of Education	School Improvement Division 1500 Highway 36 West Roseville, MN 55113-4266	DISTRICT LEVEL IMPROVEMENT PLAN	2010-2011

IMPROVEMENT PLAN ASSURANCES

Related to the consequences for Title I school improvement, the LEA agrees to the following assurances:

1. The identified district will create or revise a current improvement plan with input of AYP Coordinators, teachers, and parents as outlined in P.L. 107-110, Section 1116.
2. The improvement plan will be developed and/or revised within 90 days of identification and shall cover a two-year period.
3. The district identified for AYP status will reserve and spend at least 10% of the district's Title I, Part A allocation for professional development activities related to carrying out the initiatives of the improvement plan in the current school year.
4. The district will ensure that all teachers teaching core content classes meet the requirements of highly qualified.
5. District and school improvement funds/resources will supplement and not supplant state and local funds.
6. A notice of district AYP status must be provided to **all** parents/guardians of enrolled students before the beginning of the school year.
7. The district must maintain the improvement plan and related documentation to be available upon request by MDE as needed, including compliance requirements.
8. If updating an *In Need of Improvement* plan (stages 1.2, 2.1, 2.2) Appendix B of this application must be completed; a district in Corrective Action must complete Appendix C.

We hereby agree to the assurances as printed herein and verify that all the information provided in this school improvement application is true and accurate to the best of my knowledge.

_____

(Signature of Superintendent/Director) *(Date)*

_____

(Signature of LEA Representative) *(Date)*

LOCAL BOARD OF EDUCATION ACTION

The local Board of Education of _____ *(District Name)* has authorized

_____ *(Name)* at a monthly meeting on _____ *(date)* to act as the Local Education Agency (LEA) representative in reviewing and filing the attached plan as provided under P.L. 107-110 for school year 2010-11. The LEA Representative ensures the school district maintains compliance with the appropriate federal statutes, regulations, and procedures and acts as the responsible authority in all matters relating to the review and administration of this improvement plan. The district ensures that its designee(s) will participate as a member of the improvement team and work in collaboration with the education service cooperative and/or MDE providing technical assistance through the AYP Statewide System of Support.

_____ _____

(Signature of Superintendent/Director) *(Date)*

Title I districts identified as not making adequate yearly progress (AYP) for two consecutive years are required to develop (or revise) and implement an improvement plan based on the eight elements prescribed under PL 107-110 Section 1116:

Eight elements to be included in the needs improvement plan:

1. Ensure all students are proficient in core academic subjects by 2013-2014
2. Establish annual measurable objectives for continuous and substantial progress to achieve proficiency
3. LEA will incorporate strategies based on scientifically based research to strengthen core academic subjects
4. Ensure the professional development needs of instructional staff are met by providing opportunities to participate in high quality professional development
5. Address the fundamental teaching and learning needs in the district
6. Promote effective parent involvement strategies
7. Incorporate extended day and extended school year activities as appropriate
8. Outline the responsibility of the school, local education agency (LEA), and state education agency (SEA) including the technical assistance provided by the LEA

This can be accomplished as follows:

- Districts must **develop** an improvement plan using the current format and submit the completed and signed form to the assigned agency (see page one of this form for instructions)

~OR~

- Districts with an **existing improvement plan** may attach their previous plan and indicate where each required element is embedded within the attached plan. The completed and signed form and assurances, along with the attached plan, is submitted to the assigned agency (see page one of this form for instructions)

~AND~

- Use the attached rubrics (appendix A) to guide your school improvement planning

II. EXECUTIVE SUMMARY INTRODUCTION:

Please provide a brief description and introduction about your district. This should be the first page of the improvement plan to give the reviewers a general understanding of your district.

Address the following:

- District demographics
- Area of AYP identification and a brief overview of how it will be addressed in the improvement plan.

The mission of the Moorhead School District is to develop the maximum potential of every learner to thrive in a changing world. Each day approximately 5,400 students learn and thrive in the classrooms, hallways and playgrounds of Moorhead Area Public Schools.

The district is best known for three things: the superior academic achievement of its students, its far-reaching extracurricular activities, and its efficiency in operating costs.

Ellen Hopkins Elementary School, Robert Asp Elementary School, and S.G. Reinertsen Elementary School serve students in grades K-5, Horizon Middle School serves grades 6-8, and Moorhead High School serves grades 9-

12. The Red River Area Learning Center offers an alternative school setting and independent study options for middle school and high school learners in the district as well as region.

Besides addressing the needs of K-12 students, the district also provides educational, social and recreational opportunities for learners of all ages.

Learning in Moorhead begins at birth with a wide range of Early Childhood Family Education classes for parents and children, birth though age five. Early Intervention Services provides special education services to children, birth through age five, in the district.

Each year, Community Education, a program of the Moorhead School District, offers approximately 1,000 enrichment courses to thousands of area residents. GED preparation and instruction in basic skills are offered through Adult Basic Education.

The Moorhead School District, which covers 216 square miles along the Red River, is 34 miles long and 9.5 miles wide. The district includes the cities of Moorhead, Georgetown and Sabin. The district's budget exceeds $50 million.

The school district's demographics in 2009-2010 were as follows: American Indian, 3%; Asian, 2%; Hispanic, 8%; Black, 4%; White, 84%; LEP, 7%; Special Education, 14%; and Free and Reduced Lunch, 33%. The attendance rate was 95% while the graduation rate for Moorhead Area Public Schools is 89%.

The 2010 Quality Indicators Survey, the 2009-10 District AYP Intervention Plan and AMAO plans have guided staff development efforts and aided in the development of district and building level SMART goals and instructional improvements over the years.

Moorhead School District was given the status of "Program Modification" in August 2010. The district did not make Annual Measurable Achievement Objectives (AMAO) for the fourth year, Stage 3, and is required to make program modifications. This includes public reporting, parent notification, program modification plan and a MDE meeting to review the modification plan

Based on the 2010 Minnesota State Assessment results, the district did not meet targets for proficiency in math and reading. In math the following sub-groups did not meet their target: All, American Indian, and Special Education. In reading the following sub-groups did not meet their target: Hispanic, Black, LEP, Special Education, and Free and Reduce Program.

III. NEEDS ASSESSMENT:

NCLB requires a comprehensive needs assessment for your district. Please address the following:

- Date when comprehensive needs assessment was developed or updated
- Summarize the results of the district needs assessment
- Include a brief determination of why the district's previous plan did not bring about increased student academic achievement (for districts continuing *In Need of Improvement*)

In preparation for developing an Improvement Plan, the district has reviewed and analyzed its student achievement data and determined areas for further work and improvement. The information was revised in July 2010 with input from principals and staff at all schools. All schools participate in data analysis for school data to

develop goals and working plans for the 2010-11 school year. The school district also used the Quality Indicators Survey to look at district wide as well as school wide data to continue assessment of needs in many areas.

In the spring of 2010, we gave the Quality Indicator Survey to all staff. This was to pinpoint our areas of concern. The Moorhead District has many excellent practices and programs being implemented throughout our district. These practice and programs are not consistently implemented across the district from grades K-12. We also have not provided sufficient feedback or staff development support to teachers on a few specific strategies; we want all students to experience. Instead we have supported numerous strategies across the district. Our survey indicated that we need to reduce the number of initiatives, increase support and feedback on the reduce amount of initiatives and be consistent across the district.

Each school team examined data and developed school goals and action plans to carry out the school goals. The goals for each school are based upon an examination of the Minnesota State Assessment data. Each school has a developed action plan based upon each of the goals and may include additional assessment data for monitoring of progress during the year.

IV. ELEMENTS SECTION:

Please complete each section, addressing the elements and attaching documents as necessary to clarify the information. This form is expandable so that as you type pages will add or adjust. Please refer to the attached rubric in Appendix A for additional information on element requirements.

1. Ensure all students are proficient in core academic subjects by 2013-2014

Identify actions that have the greatest likelihood of improving the achievement of children in meeting Minnesota's achievement standards

Address the following:

a) Identify challenges that have prevented the district from making adequate progress.
There are many barriers that have prevented Moorhead Area Public School students from making adequate yearly progress. The staff has worked collaboratively over the years to examine student assessment data and well as additional data related to student achievement.

Specifically for LEP students the issues of second language acquisition have presented barriers to learning and making academic progress. In October 2008, 414 students were served in the English Language Learner program. There are approximately 20 different languages besides English reported as spoken in the home. Communication with parents is another barrier that needs to be addressed. One of the major difficulties in communicating with parents is the lack of availability of interpreters and support in the various languages. This issue still persists today. Moorhead Public Schools' teachers have expressed a need to have more staff development in making their content areas more accessible to LEP learners. Due to financial constraints we could only train 25 teachers out of 400 this past summer.

Limited educational experiences and background are additional factors that have prevented the district from making adequate progress in subgroups, along with high rates of student mobility, homeless and inconsistent attendance.

Our district has implemented many research base best practices in our buildings. These initiatives have not been implemented consistently across our district and there has been too many. The number of initiatives that we implemented last year was nine. The initiatives included: Literacy Collaborative, (one building) AVMR (variety of grade levels), Math Specialist Training (elementary only), Professional Learning Committees (High School only), SIOP (small pocket of elementary teachers), PBIS (three of seven buildings), Progress Monitoring (elementary only), Six Traits of Writing (High School only) and RTI.

a) Identify the fixed targets that are appropriately set for all students to be on track for 100% proficiency by 2013-2014 in reading and math.

District NCLB Data Report

Section: III - AYP Targets and Measures

District: MOORHEAD PUBLIC SCHOOL DISTRICT (0152-01)

PROFICIENCY - Math	District Target	Rate	AYP Status	State Target	Rate	AYP Status
All	75.32	75.06	B	76.38	74.58	A-SH2
Am Indian	68.26	46.77	B	76.42	55.97	B
Asian	61.46	79.73	A	76.29	72.59	A-SH1
Hispanic	72.61	52.49	A-SH1	77.25	56.27	B
Black	71.06	57.85	A-SH1	76.72	49.79	B
White	74.96	78.40	A	76.14	79.84	A
LEP	72.62	39.42	A-SH1	77.53	54.63	A-SH3
Special	73.93	51.20	B	76.94	51.05	B
FRP	74.50	59.00	A-SH1	77.05	60.61	A-SH3
PROFICIENCY - Reading	**District Target**	**Rate**	**AYP Status**	**State Target**	**Rate**	**AYP Status**
All	80.55	79.98	A-3YR	81.77	80.64	A-SH3
Am Indian	72.45	56.45	A-SH1	81.20	65.07	B
Asian	68.50	77.03	A	81.46	72.25	A-SH3
Hispanic	76.63	56.52	B	81.63	62.05	A-SH3
Black	75.13	63.36	B	81.62	60.26	A-SH3
White	80.41	83.39	A	81.72	85.86	A
LEP	76.84	46.21	B	81.81	54.44	B
Special	78.88	56.47	B	81.73	56.15	B
FRP	79.21	64.93	B	81.81	67.14	A-SH3

Using the data above the following targets will need to be made each year by each subgroup to meet the specified goal of 100% proficient.

PROFICIENCY - Math	Amount needed by sub-group
All	6.2
Am Indian	13.3
Asian	5.1
Hispanic	11.9
Black	10.5
White	5.4
LEP	15.1
Special	12.2
FRP	10.3
PROFICIENCY - Reading	
All	5.0
Am Indian	10.9
Asian	5.7
Hispanic	10.9
Black	9.2
White	4.2
LEP	13.4
Special	10.9
FRP	8.8

Districts with an existing improvement plan should attach that plan and identify the page where this information can specifically be found.
Page where identified: _____

2. Establish annual measurable goals for continuous and substantial progress to achieve proficiency

Include specific measurable achievement goals and targets for each of the groups of students identified in the disaggregated data pursuant to section 1111(b)(2)(C)(v), consistent with adequate yearly progress as defined under section 1111(b)(2)

Address the following:

a) Provide annual MCA-II measurable goals for identified student group(s).

Reading: We will improve the reading proficiency of all students so that the percentage of students proficient will increase from 70.86% to 80% as measured on the accountability tests by 2012-2013.
Mathematics: We will improve the mathematics proficiency of all students so that the percentage of students proficient will increase from 63.87% to 75% as measured on the accountability tests by 2012-2013.
For the 2010-2011 school year, the table below contains the safe harbor goal for each sub-group for the 2010-2011 Accountability Tests.

Target Rate Needed to Make AYP for 2010-2011

math	Rate 2010	Safe Harbor for 2011	Goal Rate for 2011
All	75.06	2.5	77.55
Am Indian	46.77	5.3	52.09
Asian	79.73	2.0	81.76
Hispanic	52.49	4.8	57.24
Black	57.85	4.2	62.07
White	78.4	2.2	80.56
LEP	39.42	6.1	45.48
Special	51.2	4.9	56.08
FRP	59	4.1	63.10

Reading	Rate 2010	Safe Harbor for 2011	Goal Rate for 2011
All	79.98	2.0	81.98
Am Indian	56.45	4.4	60.81
Asian	77.03	2.3	79.33
Hispanic	56.52	4.3	60.87
Black	63.36	3.7	67.02
White	83.39	1.7	85.05
LEP	46.21	5.4	51.59
Special	56.47	4.4	60.82
FRP	64.93	3.5	68.44

b) Describe the process of tracking goal progress over the two years of the plan.

- **Identify assessment(s) used to track progress toward these goals**
- **Describe alignment between the various assessments used to measure progress (if using assessment(s) other than MCA-II)**

- **Identify assessment(s) used to track progress toward these goals**

Data will be collected from the Demographic and Assessment Reporting System (DARS), AIMSWeb for progress monitoring, and Powerschool for continuing data regarding students and individual progress. DARS provides real time data for teachers to examine and use data from the following assessments

AIMSweb
Measures of Academic Progress from Northwest Evaluation Association
MCA II and MCA III
Other common assessments

Quarterly reports will be made to the school board to track the progress on the goals.

- **Describe alignment between the various assessments used to measure progress (if using**

assessment(s) other than MCA-II)

NWEA has conducted studies to link the RIT scale to the proficiency levels with the Minnesota Comprehensive Assessment II (MCA – II).
Using this information with NWEA assessments, Moorhead Schools can monitor their students' progress toward the proficiency standards.

Aimsweb will release their study of the correlation of their norming charts to how it relates to a students proficiency on the MCA-IIs in late Oct of 2010.

Staff members at Moorhead Public Schools are able to utilize data from our district assessments to predict how students will do on the state assessment MCA-IIs. As a result, we have a better indication of kids who are at risk and need more support.

Districts with an existing improvement plan should attach that plan and identify the page where this information can specifically be found.

Districts with an existing improvement plan should attach that plan and identify the page where this information can specifically be found.
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3. Incorporate strategies based on scientifically based research to strengthen core academic subjects

Incorporate scientifically based research strategies that strengthen the core academic program in schools served by the local educational agency

Address the following:

a) Identify scientifically research-based strategies that are clearly stated and aligned to performance goals (developed under element number 2).

Moorhead Area Public School staff members will continue to utilize research-based strategies that are aligned to performance goals. Due to the strong correlation of reading skills and mathematics achievement, many of the strategies also align with the reading performance goal. By integrating math and language teaching, literacy rich instruction can provide experiences that bridge gaps in students' math and literacy knowledge, expand their communicative competence in English, and ultimately prepare them for success in future math coursework (http://www.cal.org/resources/digest/buchan01.html).

Elementary teachers utilize a strong research based instructional mathematics program, Everyday Mathematics. The district mathematics committee, based upon response from teachers, decided to purchase the 2007 edition of the program, providing additional resources and supplements for instruction. It is also important to provide assistance and support to all staff in the form of professional development to have a strong foundational support of teaching. The elementary mathematics coach works with teams of teachers, individual teachers and new teachers to continue to develop their capacity and skills in teaching in a rich mathematics environment. The district mathematics committee has developed a pacing guide to assist with the alignment of the curriculum to the Minnesota Academic Standards and the test specifications. The district mathematics curriculum committee and grade level teachers have collaborated to continue to align the curriculum with the standards.

- The Elementary Mathematics Coach has completed training as a Mathematics Recovery Teacher Leader and teacher leaders are being trained in every school to support classroom instruction in mathematics. The coach will continue to work with staff at each school to implement research-based intervention strategies for targeted students. Advantage Math (AVMR), a part of the Math Recovery model is being implemented in every school in the district. MacLean (2003) found that the full Math Recovery implementation model significantly out-performed both the on-going professional development only model as well as the periodic, one-shot model. The school district is currently in the process of conducting a longitudinal study to follow those children as they take the state mandated assessments. Lois Williams (Williams, 2001) found that Mathematics Recovery significantly changes teacher practice in the classroom. Teachers participating in the Mathematics Recovery training became much more reform-oriented in their teaching. Our emphasis for 2010-2011 is to make sure all elementary grade level teachers are trained in AVMR and provided with on going support to implement the best practice strategies in their classrooms.

- Middle, High School and Alternative Learning Center teachers have worked together to align state

standards at each grade level. The district used a vertical team process to align the 6-12 curriculum with the new standards and expectations for Algebra in the 8th grade. Curriculum resources were purchased to reflect the alignment of the state standards and expectations for all students. The new secondary curriculum materials are being implemented in the 2009-10 school year.

- The math departments at both the middle school and high school have completed their first year of instruction based on the new standards. In order to meet the needs of all students the middle school has added an intervention time during the school day and the high school has offered a 9th grade math class that provides double the class time as the regular 9th grade class.
- A district math committee has functioned as two separate groups in the past. This year the secondary and elementary math committees will function as one group. They will work on vertical alignment, common benchmark assessments and increased communication between teachers and administration.

- A team of teachers (3 classroom teachers & ELL teacher) from one elementary school attended a three-part Sheltered Instruction Observation Protocol (SIOP) training through Lakes Country Service Cooperative in 2007-2008, and a follow up SIOP training (same 2 classroom teachers & one literacy coach) on November 24, 2008. In June, 2009, approximately 20 classroom and support teachers began training in SIOP to be supported throughout the 2009-2010 school year. This experience has led us to expand this improvement idea district wide. We have found the research (Cummins, Echevarria and Short) and best practice strategies of lesson planning though the Sheltered Instruction Observation Protocol to meet the staff development needs of our teachers. The Shelter Instruction Observation Protocol will provide a path for our teachers to have students learn the material to depth needed by making the content more comprehensible for all students. To increase the intensity of this practice we secured a highly quality Shelter Instruction Observation Protocol presenter, trained 20 teachers, 8 instructional coaches and 18 administrators. Our district truly wants to reduce the amount of initiatives and provide researched based best practice continuity for our students. Our district leaders need to be involved for this initiative to be successful. District leaders include lead teachers, instructional coaches, building administrators and central administration.

- In order to implement the Sheltered Instruction Observation Protocol in all buildings in our district, we needed to adjust and provide Professional Learning Communities (PLC) time for each building. This school year, 2010-2011 all buildings have time built into their schedules on a regular bases to work in PLCs. Extra support will be given this year to each building to support the growth of PLCs at each site. This support will include meetings on norms, consensus building, research on change, Shelter Instructional Observation Protocol and Learning Walks.

- The district is a pilot site for Response to Intervention (RtI) through the Minnesota Department of Education. The school subscribes to a Problem Solving Model which uses a pyramid of interventions to address student needs. As a part of this model the school uses AimsWeb as a benchmark and progress monitoring system to track student progress through formative assessment and to guide instruction. This has only been used at our elementary in the past and we would like to expand the practice over the next two years to our middle and high school.

- Each elementary school has a part time Instructional Reading Coach. The coach works with staff at

the school to implement research-based intervention strategies in reading for targeted students. Over the past six years, the school district has implemented a model of professional development using a coaching model to assist teachers with instructional practices in the school district. The coaching model has provided the district with a model of staff development that has increased learning for teachers and has contributed to increasing student achievement scores as measured by NWEA and MCA II. We are expanding this practice to our middle and high school by adding a Secondary Literacy coach to our staff. We are also in our final year of piloting the Literacy Collaborative in grades K-2 at Robert Asp Elementary. The Literacy Collaborative has provided our district with research based reading strategies and focused coaching for the past three years. This year we will be examining the long-term data to evaluate the effectiveness of this program.

b) Describe how the identified strategies will improve student achievement in the cited area(s).

Districts with an existing improvement plan should attach that plan and identify the page where this information can specifically be found.

Stiggins (2004) research reveals that student achievement gains are maximized in context where educators do the following:

- Increase the accuracy of classroom assessments
- Provide students with frequent informative feedback and
- Involve students deeply in classroom assessment, recordkeeping and communication, especially low achieving students.

In the *Similar Students, Different Results study*, an analysis was based on survey data of 4,700 K-5 classroom teachers (80 percent response rate or more at each school) and all principals in 237 California elementary schools from 137 different school districts across the state. All the schools chosen for the study have high levels of student poverty and English language learners (ELLs) as well as low parent education levels. The study found that there are four interrelated broad school practices that differentiate the lower from the higher performing elementary schools: **(1) hiring teachers who possess specific qualities and experience; (2) using assessment data to improve instruction; (3) implementing a horizontally and vertically aligned, standards-based curriculum; and (4) setting high standards for student learning.** (Williams, T.; Perry, M.; Oregon, I.; Brazil, N.; Hakuta, K.; Haertel, E.; Kirst, M.; Levin, J. 2007)

The strategies identified for instructional and assessment purposes have been determined and implemented through the following processes:

- DuFour and Reeves emphasize the importance of ensuring that a Professional Learning Community is more than a simply collection of teachers working together to plan and share stories. Strahan, Suporitz and Christensen (2003) research shows that when implemented right Professional Learning Communities create systematic reform in teaching and learning.
- The school district has implemented a process of collaborative research and study groups (PLCs) to provide professional development opportunities to explore and identify instructional strategies.
- Collaborative team planning and problem solving are being used to determine instructional programming for all students.

- Strategies are identified through data analysis of NWEA MAP, AIMSweb and MCA-II. For example, in the District Assessment Reporting System (DARS) individual student scores will be linked to data ladders (standards) to provide teachers with information for differentiating instruction. The learning locators numbers affiliated with the Perspective for Educators Website through Pearson has been disseminated to teachers and parents to assist with instructional strategies tied to the MCA-II scores.
- The school has links with outside community agencies and higher education institutions such as The Ohio State University, Minnesota Literacy Council, Lakes Country Service Cooperative, Minnesota State University Moorhead, Concordia College and the University of Minnesota.
- School teams and the building principals/administrators participated in SMART Training and annual DATA analysis for district, school and classroom goal setting. A data retreat was held in July to examine data, goals and progress toward goals from the previous year.

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4. Ensure the professional development needs of instructional staff are met by providing opportunities to participate in high quality professional development

Address the professional development needs of the instructional staff serving the agency by committing to spend not less than 10 percent of the funds received by the local educational agency under subpart 2 for each fiscal year in which the agency is identified for improvement for professional development (including funds reserved for professional development under subsection (b)(3)(A)(iii)), but excluding funds reserved for professional development under section 1119

Address the following:

a) Describe the high quality professional development supported by the 10% set-aside of the district Title I funds to meet the needs of the instructional staff.

- The Title I funds have been aligned with the targeted need areas. Professional Development for staff is one of the highest needs. In order to provide the professional development for individual teachers and groups of the teachers the district has employed instructional coaches and teacher leadership to provide assistance, research and modeling for classroom teachers. The school also uses a collaborative model for all teachers to be a part of a learning community to further enhance their skills and knowledge in teaching mathematics and reading. Professional Learning Communities leadership support will be provided at each building through out the year to support high implementation.

- In addition, four approaches will comprise the staff development set-aside for teachers engaged in supporting at-risk learners.
  - Assessment: staff providing supplemental support to at-risk students will receive additional training in diagnostic and progress monitoring assessment in both reading and mathematics.
  - Strategies and Materials: staff providing supplemental supports to at-risk students will receive additional training in the implementation of supplementary materials to support students' learning in reading and mathematics in conjunction with planning within learning communities.
  - Structured Lesson Planning—SIOP
  - Reading Support—Leveled Literacy Intervention (Elementary), Read 180 (Middle School), and

The Fame Reading Program (High School)

- Math Support—AVMR for K-8 math teachers
- Model: staff providing supplemental supports to at-risk students will receive additional training through coaching regarding how to analyze assessment data of at-risk learners to enable learning communities to better serve all learners. The instructional coaches will provide support to all teachers in using data to drive instruction. Coaching will emphasize how to differentiate instruction for children at risk, intervention supports and how to interpret assessment information to inform instruction by using the Sheltered Instruction Observation Protocol.

- The school continues to evaluate the effectiveness of the staff development plan through teacher feedback, learning walks, student achievement data and follow-up survey data. Learning Walks will be implemented in December, March and May, at each building by administrators and instructional coaches.

- The evaluation will be based on the following data collected by staff working within the district and externally by district administration.

  MCA-II results of each subgroup
  TEAE results of the ELL group
  Measures of Academic Progress (MAP) scores for grades 2-9
  AIMSweb results for grades K-8
  Mathematics assessment based on Everyday Math for K-1

b) Explain how the professional development plan will directly address the academic achievement challenges that caused the district to be identified.

The professional development/school improvement plans for each school(attached) are the driving force action in the 2010/11 school year. These plans are based on collaborative goals setting and other ideas from Mazano and waters. Marzano and Waters(2009) in *District Leadership that works* describes specific actions for school district leaders to improve student achievement.

- Ensuring collaborative goal setting
- Establishing nonnegotiable goals for achievement and instruction
- Creating board alignment with and support of district goals
- Monitoring achievement and instructional goals
- Allocating resources to support the goals for achievement and instruction

The academic challenges that caused the district to be identified are varied and encompass the total educational system. As a district we will set high achievement for all students as a goal. Our mission statement guides us to develop the maximum potential of every learner to thrive in a changing world. Each school must examine the factors affecting student achievement and address the factor in a comprehensive aligned way throughout the district. Each school had addressed the specific academic needs through an examination of assessment data. By providing PLC leadership support to each building leadership team on a regular basis and providing staff development on writing high quality lesson plans through the SIOP model to every building, we will create a common district language for school improvement. This allows district staff to more effectively and efficiently focus on increasing student achievement through a few specific initiatives. Each building will be provided with consistent feedback on their instruction and their PLC collaboration.

Districts with an existing improvement plan should attach that plan and identify the page where this information can specifically be found.
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5. Address the fundamental teaching and learning needs in the district

Address the fundamental teaching and learning needs in the schools of that agency, and the specific academic problems of low-achieving students, including a determination of why the local educational agency's prior plan failed to bring about increased student academic achievement

Address the following:

a) Identify fundamental teaching and learning needs as identified from the district needs assessment process in the area(s) cited that contributed to the identification of needs improvement status.

- Professional development in research based practice instruction – Moorhead staff/leadership believe that improved instruction for all students needs to be addressed through improving instructional practices and strengthening curriculum alignment. The following are research-based strategies and/or organizational structures that are enabling staff to address the needs of ALL learners, including the diverse needs of ELL.
    - The elementary schools have studied and are implementing the Marzano and Pickering (2005) 6-step process to teach vocabulary, last year vocabulary in mathematics; this year to include an agreed upon reading vocabulary.
    - Mathematics and Reading Coaches are integrally involved in teacher learning communities, planning, and development of strategies for use in the classroom. The math coach has become trained in Math Recovery and she will continue to work with staff to implement research-based intervention strategies for targeted learners.
    - Robert Asp Elementary is in its second year of implementing Literacy Collaborative. The Literacy Collaborative, through Ohio State University, is a balanced literacy approach to instruction with Reading Recovery as a foundation.
    - Elementary schools utilize the Daily 5 for classroom literacy instruction.
    - The elementary schools are in their second year of collaborating with the Minnesota Reading Corps and AmeriCorps Early Literacy Corps to provide tutoring for selected students, who are determined, by analyzing testing/screening data, to be below benchmark expectations.
    - A form of block scheduling is used at the elementary schools to allow opportunities for staff collaboration, flexible grouping and differentiation. It includes an uninterrupted block of time for reading and mathematics instruction.
    - Each elementary school participates in the Early Risers Program from the University of Minnesota. It is a multi- component program that targets elementary-aged children, 6-12 years of age, who are experiencing early adjustment difficulties which may be linked to later risky behaviors, such as substance use.
    - The district is a pilot site for Response to Intervention (RtI) through the Minnesota Department of Education. This Problem Solving Model uses a pyramid of interventions to address student needs of increasing severity. As part of this model,

the district uses AIMSweb as a benchmark and progress monitoring system to track student progress through formative assessment and to guide instruction.

- Strategies are identified through data analysis of NWEA MAP, AIMSweb, MCA-II and TEAE assessment results. For example, in the Demographic Assessment and Reporting System (DARS), individual student scores will be linked to data ladders (standards) to provide teachers with information for differentiating instruction. The learning locator numbers associated with MCA-II scores link to the Perspective for Educators website through Pearson, to assist teachers with content differentiation and instructional strategies aligned with state standards.
- A team of teachers (3 classroom teachers & ELL teacher) from one elementary school attended a three-part Sheltered Instruction Observation Protocol (SIOP) training through Lakes Country Service Cooperative in 2007-2008, and a follow up SIOP training (same 2 classroom teachers & one literacy coach) on November 24, 2008.
- At the Middle School, teacher teams, which include teachers, have been studying all students who are not proficient or who are partially proficient on the MCA-II or MTELL. The teacher teams are engaged in the same process as the elementary teachers in using learning locator numbers linked to suggested instructional strategies needed.
- At the High School, many of the same efforts of looking at data and linking appropriate instructional strategies to student needs are taking place. Math & Reading coaches work with teacher teams to implement instructional strategies; assist in development of co-teaching models in ELL and Special Education classes; and facilitate teams working on vertical alignment of curriculum.

b) Describe teaching and learning needs that will be addressed such as choice of instructional programs and materials, use of instructional time, improved use of assessments, etc.
Cheryl training on Aimsweb, built in PLC time, tightened the choice

The district continues to provide support to schools and staff members to identify instructional materials and programs to best meet the needs of all students, use instructional time to enhance learning for all students. Our district has and will access Lakes Country Service Co-op to support our expanding progress monitoring of reading through Aimsweb, Leveled Literacy Intervention Program, summer Data Retreat, trimester data meetings by buildings, and leadership support for SIOP and PLCs. Each elementary will commit to 90 minutes of a literacy block per day. Our buildings have been implementing and interpreting reading probe data differently. By providing training we are able to increase the confidence in the results by

Districts with an existing improvement plan should attach that plan and identify the page where this information can specifically be found.
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6. Promote effective parent involvement strategies

Include strategies to promote effective parental involvement in the school.

Address the following:

a) Identify research-based or best practice strategies used to increase parent involvement, including <u>new</u> efforts and enhancements to existing strategies.

- Teachers use the Home Links through Everyday Math to provide parent involvement in the area of mathematics. The Mathematics coach will be providing parents the opportunity to have a math resource manual for home. Parents are allowed to check out math manuals for the school year to keep at home.
- PowerSchool is a tool for parents to use to track attendance and lunch accounts.
- The Title 1 Parent Coordinator is planning a resource night at school in the library. Parents will be able to use computers at the library, learn about homework opportunities, teach parents how to use powerschool, and provide opportunities for increased parental-school connections. This will occur every Tuesday night at both Robert Asp and Hopkin.
- The district uses interpreters to assist with parent communication.
- Parent Teacher Conferences in the fall and spring continue to be a strong means for parent communication, setting student goals and monitoring student progress. On going communication with parents is encouraged and supported at the district level.
- The Early Risers Program provides a connection with home and school for "at-risk" students. Family Support is a support, consultation, and empowerment intervention that is individually tailored to address unique sources of parent, child, and family needs. The program begins with a process of child and family needs and strengths assessment, initiates further strengths--building through goal setting and strategic planning, and accesses formal and informal community resources and professional services through a negotiated contract with the participants. The incipient goal of Family Support is to reduce parent/family-level risk by remedying the conditions that produce or perpetuate stress in the lives of families and adversely affect parents' capacity to nurture and support their child's health development.
- Student homework folders/planners in grades 1 through 5 provide additional home school communication, and provide a vehicle for reporting progress.
- Parent involvement nights will be a help in elementary schools. Many of the sessions will be held to provide support and assistance to parents in core academic areas.
- The Title 1 Parent Coordinator is constructing a parent survey to be given at spring conferences. The survey will evaluate the effectiveness of parental involvement strategies. The school partners with community agencies to provide services for parents.
- The Title I Parent Involvement Committee will take the winter meeting to draft an overview sheet of additional services available to elementary children to improve academics. This one page handout will describe the service, qualifications, and process to be involved. It will include Title Services, SES, and other local programming.
- At the middle and high school our district literacy coach will design two parent nights. One will be for all 5th grade students' parents and the other will be for all 8th grade student parents. These are both transitional years for students in our system and better communication is needed to make this transition easier. The 5th grade meeting will focus on the importance of the middle school years as a springboard into the high school, the research is taken from the ACT article "The Forgotten Middle. The 8th grad parent night will review the students Explore exam including both academic skills and career selection. The research for this was also taken from the ACT article "Ready for College or

Ready Work: Same or Different?".

b) Explain how these effective parent involvement strategies will contribute to improved student learning in the specifically cited area(s).

Leaders in the area of research regarding parent involvement (Epstein) describe parent involvement and the relationship to academic achievement:

- The earlier in a child's educational process parent involvement begins, the more powerful the effects.
- The most effective forms of parent involvement engage parents in working directly with their children on learning activities at home.
- The most consistent predictors of children's academic achievement and social adjustment are parent expectations of the child's academic attainment and satisfaction with their child's education at school.
- Parents who are highly involved in their students' learning set higher standards for their children's educational activities than parents of low-achieving students.

Cotton, K., Wikelund, K., Northwest Regional Educational Laboratory, School Improvement Research Series. In Parent Involvement in Education.

c) If *Continuing in Need of Improvement* or *Corrective Action,* describe process to evaluate parent involvement strategies.

- A parent survey is giving to all Title I parents each spring (below is a couple of our findings).
- Parents were extremely satisfied with the special events that were offered at Robert Asp and Hopkins. This included math night, Dr. Seuss night, conferences and library nights. On the parent survey we found that 30-40% of our parents attend each event.
- Families felt well informed on why their child qualified for Title, but needed more information on how the child was progressing once they began the program. They need more information and assistance to understand progress monitoring.
- Attendance is taken at event to determine if the event impact. Each event is also reviewed by district and building Title I Advisory Committees.

Districts with an existing improvement plan should attach that plan and identify the page where this information can specifically be found.
Page where identified: _____

7. Incorporate extended day and extended school year activities as appropriate

Incorporate, as appropriate, activities before school, after school, during the summer, and during an extension of the school year

Address the following if providing extended day activities:

a) Identify how these activities help students meet the measurable goals set to improve achievement in the cited area(s).

Extended day programs are provided at the elementary schools through targeted services. The program supports the goals of the school through supplementing mathematics and reading instruction and using scientifically based research strategies to improve student learning in the area of mathematics, reading, and vocabulary.

An extended year program is held in the summer. In the summer of 2009 the program was three weeks in August. The academic programming was based upon the needs of the student during the school year and extended the learning and supplemental services from after school programming. This practice will be continued.

b) Describe the activities to be conducted before or after school, during the summer, and/or during an extension of the school year to meet student needs.

- The Boost Up program is provided for selected students before school. The Boost Up program is a sensory motor program to enhance academic achievement.
- Students are identified for targeted services based upon needs as indicated through MAP assessment and teacher recommendation.
- Each student has an individual continual learning program to supplement instruction in the classroom in grades 2-5. All students' progress is monitored through AimsWeb.
- The Early Risers program is a part of the Extended Day program.
- The STARS program is an additional extended summer program focusing on three subgroups: migrant students, homeless students and Native American students.
- Programming for secondary students provides for credit acquisition and skills attainment.

c) Describe how staff are identified and trained to provide effective services and activities to improvement achievement within the cited area(s).

- The staff in extended day and extended year programs are teachers who currently serve in the school. This provides an extension of the school day and year with highly qualified staff. Training is provided during the school year to staff and as a part of the summer program.

~OR~

Describe the rationale if the district is not providing extended day activities.

Districts with an existing improvement plan should attach that plan and identify the page where this information can specifically be found.

Page where identified: _____

---

8. Outline the responsibility of the school, local education agency (LEA), and state education agency (SEA) including the technical assistance provided by the LEA

Describe the responsibilities of the state educational agency and the local educational agency under the plan, including specifying the technical assistance to be provided by the state educational agency under paragraph (9) and the local educational agency's responsibilities under section 1120A

Address the following:

a) Describe the technical assistance that has been provided and/or is essential to effectively implement the district improvement plan.
Update- went to FF with Tom Gray- Second meeting with Cheryl Nash, data retreat by Cheryl Nash, met with Cheryl Nash this summer to pre-plan

- The AYP Regional Support Team from Lakes Country Service Cooperative will assist the school in developing the district and school improvement plans.
  The Getting Started workshop provided the initial information to start and develop the AYP plan for the school.
- Members of the team attended the July Data Retreat.
- Representative from Lakes Country Service Cooperative met with the building Robert Asp & Hopkins Improvement Team multiple times to review the school improvement plan revision process.

b) After consultation with the regional service cooperatives or SEA, identify the technical assistance that will be provided specific to the district stage of *In Need of Improvement.*

- The district will request technical assistance with the District Improvement Plan.
- The district will request technical assistance in the area of examination of data, Lesson Planning through the SIOP model, training to implement Leveled Literacy Intervention and Literacy researched based practice.
- The district will request assistance with parent involvement strategies through MDE and Title I initiatives.

Districts with an existing improvement plan should attach that plan and identify the page where this information can specifically be found.
Page where identified: _____

V. <u>Highly Qualified Teachers</u> - Public Law 107-110, the No Child Left Behind Act of 2001:

All of the teachers in this district teaching core content classes are highly qualified:
__X___ Yes

_____ **No**

If no, *a district must identify each teacher in the district that did not meet the federal highly qualified requirements and answer the questions below:*

- Describe the specific plan of action that shall be taken, e.g., classes, content exam, professional development, etc. in order for the teacher(s) to meet the federal "highly qualified" requirements.
- Identify the expected date when the teacher(s) must meet the requirements.

All of the teachers in this district teaching core content classes are highly qualified:

___X__ Yes

_____ No

If no, *a district must identify each teacher in the district that did not meet the federal highly qualified requirements and answer the questions below:*

- Describe the specific plan of action that shall be taken, e.g., classes, content exam, professional development, etc. in order for the teacher(s) to meet the federal "highly qualified" requirements.
- Identify the expected date when the teacher(s) must meet the requirements.

VI. DISTRICT IMPROVEMENT ACTION PLAN

Provide or attach the district improvement action plan with a timeline outlining the implementation of the plan over a minimum of two years. The plan must proficiently address all the elements; however, a quality plan will focus on a maximum of (3-5) goals (within these elements based on a comprehensive needs assessment). Utilize the format provided on the next two pages related to the identified student group area(s). Please use one box per activity.

District Improvement Action Plan for AYP	
AYP GOAL	***Reading:*** We will improve the reading proficiency of all students so that the percentage of students proficient will increase from 70.86% to 80% as measured on the accountability tests by 2012-2013.

Minnesota Department of Education	School Improvement Division 1500 Highway 36 West Roseville, MN 55113-4266	DISTRICT LEVEL IMPROVEMENT PLAN	2010-2011

INTENDED AUDIENCE	All staff members with representative committee for gathering information and data

ACTIVITIES/STRATEGIES			**MEASUREMENT**	**DATE or TIMELINE**
Activities/ Strategies	Measurement	Date/ Timeline		
1. Training and Implementation of the Shelter Instruction Observation Protocol (SIOP) across the district grades K-12.	Three Learning Walks this year will be used to track our progress in implementing SIOP in our classrooms. Evidence gathered the percent of classrooms that post their objectives, state their objectives and students know their objectives to a lesson.	December 2010 March 2011 May 2011		
2. PLC Leadership Support	One learning at each building during PLC time. Evidenced gathered the number of PLC that working collaboratively on SIOP, common assessments or data analysis. Seven elementary PLC support training days, Three middle and high school support days. Attendance at each event.	February 2011 for Learning Walk. PLC support meeting are every month for elementary and are Fall, Winter and Spring for the middle and high school		
3. Hired a District Literacy and Data Coach—Continue facilitation of the District Literacy Committee	They will run five district literacy meetings that will review the each grade levels common assessments in reading. Evidence gathered the common benchmark assessments at each grade.	Every other month meetings.		
4. Research and Intervention Programs: LLI, Read 180, The FAME reading program, and the middle school level one and two reading intervention program	For each intervention program the teachers will turn in their progress monitoring monthly. Each program will also have two Learning Walks to gather evidence that each program is implemented with fidelity.	Monthly- turn in progress monitoring data Fall and Winter- Learning Walks to review intervention programming.		

Minnesota Department of Education	School Improvement Division 1500 Highway 36 West Roseville, MN 55113-4266	DISTRICT LEVEL IMPROVEMENT PLAN	2010-2011

RATIONALE

Doug Reeves recent research emphasizes the need to reduce the number of initiatives in a district and implement the reduced number in an environment where professional development is on going through out the year. We have dedicated time and resources towards to improve instruction in our regular classrooms, K-12, in reading. For our students that still struggle we have researched an reading intervention program at all levels to meet their needs. Everything that we implement will be reviewed and supported through Learning Walks by instructional coaches and administrators.

District Improvement Action Plan for AYP

AYP GOAL	***Mathematics:*** We will improve the mathematics proficiency of all students so that the percentage of students proficient will increase from 63.87% to 75% as measured on the accountability tests by 2012-2013.
INTENDED AUDIENCE	All staff members with representative committee for gathering information and data

ACTIVITIES/STRATEGIES	**MEASUREMENT**	**DATE or TIMELINE**

Activities/ Strategies	Measurement	Date/ Timeline
1. Training and Implementation of the Shelter Instruction Observation Protocol (SIOP) across the district grades K-12.	Three Learning Walks this year will be used to track our progress in implementing SIOP in our classrooms. Evidence gathered the percent of classrooms that post their objectives; state their objectives and students know their objectives to a lesson.	December 2010 March 2011 May 2011

2. PLC Leadership Support	One learning at each building during PLC time. Evidenced gathered the number of PLC that working collaboratively on SIOP, common assessments or data analysis. Seven elementary PLC support training days, Three middle and high school support days. Attendance at each event.	February 2011 for Learning Walk. PLC support meeting are every month for elementary and are Fall, Winter and Spring for the middle and high school		
3. District Math Committee- Math Coach and Data Coach	They will run five district math meetings that will review each grade levels common assessments in math. Evidence gathered: the common benchmark assessments at each grade.	Every other month meetings.		
4. Professional Development on Math Instruction	Provide initial and follow training to k-8 teachers in AVMR (math recovery) to improve classroom instruction and interventions in math. This will be evaluated through two learning walks by to gather evidence to what extend AVMR is being used in the regular classroom.	February and April		

RATIONALE

Doug Reeves recent research emphasizes the need to reduce the number of initiatives in a district and implement the reduced number in an environment where professional development is on going through out the year. Each initiative needs to strive to have 90% of teachers participating in that initiative at a high level to make academic gains of 3 to 5 times the prior growth. We have dedicated time and resources towards to improve instruction in our regular classrooms, K-12, in math. For our students that still struggle we have researched a math intervention program at all levels to meet their needs. Everything that we implement will be reviewed and supported through Learning Walks by instructional coaches and administrators.

Appendix Attachments

Appendix A: Scoring Rubrics

Appendix B: Updating District In Need of Improvement Plan Addendum

Appendix C: District Corrective Action Addendum *[§1116(c)(10)(C)]*

Appendix A: Scoring Rubrics

A Rubric for District Improvement Plans

The essential requirements in the school or district improvement applications have been incorporated (general information, executive summary, needs assessment, highly qualified teachers and improvement action plan)	
Completed	*Not Completed*
☐ General and contact information is included	☐ General information is incorrect or incomplete
☐ Area(s) for identification are included	☐ Area(s) for identification are not included
☐ Overview of improvement plan for 2010-2011 school year is provided	☐ Overview of improvement plan for 2010-2011 school year is incomplete
☐ Demographics are included in executive summary	☐ Demographics are not included in plan
☐ Elements are addressed and easily located in the plan	☐ Elements are not provided or are incomplete
☐ Comprehensive needs assessment summary for 2010-2011 school year is provided	☐ Comprehensive needs assessment summary is not provided or incomplete for 2010-2011 school year
☐ Highly Qualified Teachers section is completed on the plan	☐ Highly Qualified Teachers section is incomplete
☐ District improvement action plan is included with all sections completed	☐ District improvement action plan is not included or incomplete

Minnesota Department of Education	School Improvement Division 1500 Highway 36 West Roseville, MN 55113-4266	DISTRICT LEVEL IMPROVEMENT PLAN	2010-2011

A Rubric for District Improvement Plans

(DISTINGUISHED ← PROFICIENT ← NEEDS REVISION)

1. Ensure all students are proficient in core academic subjects by 2013-2014		
Distinguished	Proficient	Needs Revision
☐ Challenges preventing the school or district from not making AYP are identified; actions, including policies and practices, are evident in the plan to address barriers	☐ Challenges preventing the school or district from not making AYP are identified	☐ Challenges preventing the school or district from not making AYP are not identified or not clearly presented
☐ Targets are specific, clear, measurable and appropriately identified for all students to be on track for 100% proficiency by 2013-2014 in reading and math	☐ Targets are identified for all students to be on track for 100% proficiency by 2013-2014 in reading and math	☐ Targets are not provided or are unclear

A Rubric for District Improvement Plans

(DISTINGUISHED←PROFICIENT ←NEEDS REVISION)

2. Establish annual measurable goals for continuous and substantial progress to achieve proficiency		
Distinguished	Proficient	Needs Revision
☐ Annual measurable goals for identified student group(s) are clearly identified via SMART goals	☐ Annual measurable goals for identified student group(s) are clearly identified	☐ Goals are not measurable
☐ Goals are documented for identified student groups and plans for implementation and evaluation are evident	☐ Goals for identified student group(s) are established and a means of tracking progress is provided over 2 years of plan	☐ Goals are not identified for targeted student group(s)

A Rubric for District Improvement Plans

(DISTINGUISHED ← PROFICIENT ← NEEDS REVISION)

3. Incorporate strategies based on scientifically based research to strengthen core academic subjects		
Distinguished	Proficient	Needs Revision
☐ Strategies are identified and an action plan is detailed for implementation of each identified strategy	☐ Strategies are identified for each performance goal	☐ Strategies are not identified
☐ Strategies are aligned to the performance goals and specific activities and timelines are provided for each strategy	☐ Strategies are aligned to the performance goals	☐ Strategies are not aligned to the performance goals
☐ Sources of scientifically-based research are identified and evidence is linked to cited area(s)	☐ Sources of scientifically-based research are identified regarding cited area(s)	☐ Sources of research are not identified

A Rubric for District Improvement Plans

(DISTINGUISHED← PROFICIENT ←NEEDS REVISION)

4. Ensure the professional development needs of instructional staff are met by providing opportunities to participate in high quality professional development

Distinguished	Proficient	Needs Revision
☐ All teachers participate in high quality professional development linked directly to student achievement including cited area(s)	☐ Teachers participate in high quality professional development	☐ Little or no description is provided about professional development
☐ Title I set aside funds are used for the purpose of providing high quality professional development that targets the needs of instructional staff to address district identification area(s)	☐ Title I set aside funds are used for the purpose of providing high quality professional development that targets the needs of instructional staff	☐ Use of 10% Title I set aside is unclear
☐ Schedules provide time for opportunities to participate in high quality professional development in an aligned, planned manner		
☐ Professional development provides clearly organized, job-embedded collaboration to improve classroom practice		

A Rubric for District Improvement Plans

(DISTINGUISHED ← PROFICIENT ← NEEDS REVISION)

5. Address the teaching and learning needs in the district		
Distinguished	Proficient	Needs Revision
☐ A comprehensive needs assessment process is used to identify and review teaching and learning needs	☐ A needs assessment process is used to identify teaching and learning needs	☐ A needs assessment process to identify teaching and learning needs is incomplete or missing
☐ Teaching and learning needs are aligned to identified areas for improvement and are supported by scientifically research based strategies	☐ Teaching and learning needs are aligned to identified areas for improvement	☐ Little or no alignment of teaching and learning needs to identified areas for improvement

A Rubric for District Improvement Plans

(DISTINGUISHED ← PROFICIENT ← NEEDS REVISION)

6. Promote effective parent involvement strategies		
Distinguished	Proficient	Needs Revision
☐ Strategies are identified that are effective based on research and best practice and an evaluation process is evident	☐ Strategies are identified that are effective based on research and best practice (and include a process for evaluation when completing Appendix B or C)	☐ Strategies are not identified or unclear to promote effective parent involvement
☐ Strategies are identified to inform families about continuous academic progress, especially in cited area(s)	☐ Strategies are identified and linked to improving student learning in cited area(s)	☐ Strategies are not identified or are not linked with improving learning in cited area(s)

A Rubric for District Improvement Plans

(DISTINGUISHED ← PROFICIENT ← NEEDS REVISION)

7. Incorporate extended day and extended school year activities as appropriate		
Distinguished	**Proficient**	**Needs Revision**
☐ Goals are clearly stated, measurable and align with improvement goals	☐ Goals are provided or align to improvement goals	☐ Goals are vague or not provided
☐ Extended day/ year activities meet student needs in cited area(s) and result in student achievement	☐ Extended day/ year activities meet student needs in cited area(s)	☐ Activities have no correlation to cited area(s)
☐ Highly Qualified staff is trained in the area(s) they are servicing for the extended day program	☐ Staff is trained and prepared for the extended day program	☐ Little or no training is provided to staff

REMINDER: For districts not providing extended day activities, please provide rationale in the plan.

A Rubric for District Improvement Plans

(DISTINGUISHED ← PROFICIENT ← NEEDS REVISION)

8. Outline the responsibility of the school, local education agency (LEA), and state education agency (SEA) including technical assistance provided by the LEA		
Distinguished	Proficient	Needs Revision
☐ Evidence of LEA/SEA collaboration and technical assistance for development of the plan	☐ Evidence of LEA/SEA customized coordination and technical assistance for development of the plan	☐ Little or no evidence of LEA/SEA support in development of the plan
☐ Evidence of LEA/SEA collaboration and technical assistance in the implementation of the plan	☐ Evidence of LEA/SEA customized coordination and technical assistance in the implementation of the plan	☐ Little or no evidence of LEA/SEA inclusion in the implementation of the plan

Appendix B: Updating District Improvement Plans Continuing In Need of Improvement Addendums

Updating District Improvement Plan Requirements: **In Need of Improvement** (1.2) **and Continuing In Need of Improvement** (2.1, 2.2)	**Found on page#**
Elements 1 & 2: After reviewing the fixed targets in Element 1(b), update goals for identified student group(s) in Element 2(a) regarding school year 2010-11.	
Element 3: Describe how identified strategies are impacting student achievement especially with identified student groups. If little or no evidence of increased achievement, describe proposed strategy changes.	
Element 4: Describe the professional development supported with Title I setaside funds for school year 2010-2011 (*narrative format*).	
Element 5: Describe how teaching and learning needs are being addressed. If any changes or updates please describe as well.	
Element 6: Describe the process to evaluate the parent involvement strategies being implemented. If strategies are not effectively engaging parents, particularly from those identified student groups, describe proposed research-based strategies.	
Element 7: Update, *if appropriate*, extended day activities.	
Element 8: Identify additional services and onsite consultation from the AYP Coordinators/Service Cooperative that could strengthen improvement implementation efforts *specifically* for your district. Please describe in detail.	
Highly Qualified: Are all teachers of core content classes highly qualified? ***If no***, a district ***must*** identify each teacher who does not meet the federal "highly qualified" requirements. In addition: • Describe the specific plan of action that shall be taken, e.g., classes, content exam, professional development, etc. in order for the identified teacher(s) to meet the federal "highly qualified" requirements. Were these teachers or positions identified the previous year? If so, please provide an explanation and action plan to rectify. • Identify the expected date when the teacher(s) will meet the requirements.	

Appendix C: District Corrective Action Addendum §1116(c)(10)(C)

Public Law 107-110, No Child Left behind (NCLB) Act of 2001 Requirements	Found on page#
1. Please complete in detail the "District Improvement Action Plan for AYP" template (currently used in district improvement plan or a similar tool) to describe how the required 2% programmatic setaside (corrective action) will be utilized (this is in addition to the 10% professional development setaside). Provide the rationale for choosing the focus of 1) programmatic funds, 2) relevant goals aligned to increase achievement of student groups, 3) strategies/activities aligned to identified areas, and 4) timelines.	
2. List any existing district improvement plan elements that have been revised to exit *Corrective Action* stage of *In Need of Improvement* ● Revisit needs assessment ● Update improvement goals ● Evaluate the implementation of current instructional strategies ● Align professional development with cited area(s) ● Review and revise district teaching and learning needs ● Evaluate the implementation of current parent involvement strategies ● Identify additional technical assistance and support from AYP state wide system of support	
3. A district may delay implementation of the corrective action plan for a period not to exceed one year if: ▪ The district makes adequate yearly progress for one year ▪ Its failure to make adequate yearly progress is due to exceptional or uncontrollable circumstances (a natural disaster or a precipitous and unforeseen decline in the financial resources of the district.) If such a situation has occurred, please describe in detail the rationale for delay in implementing the corrective action plan.	

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.029 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

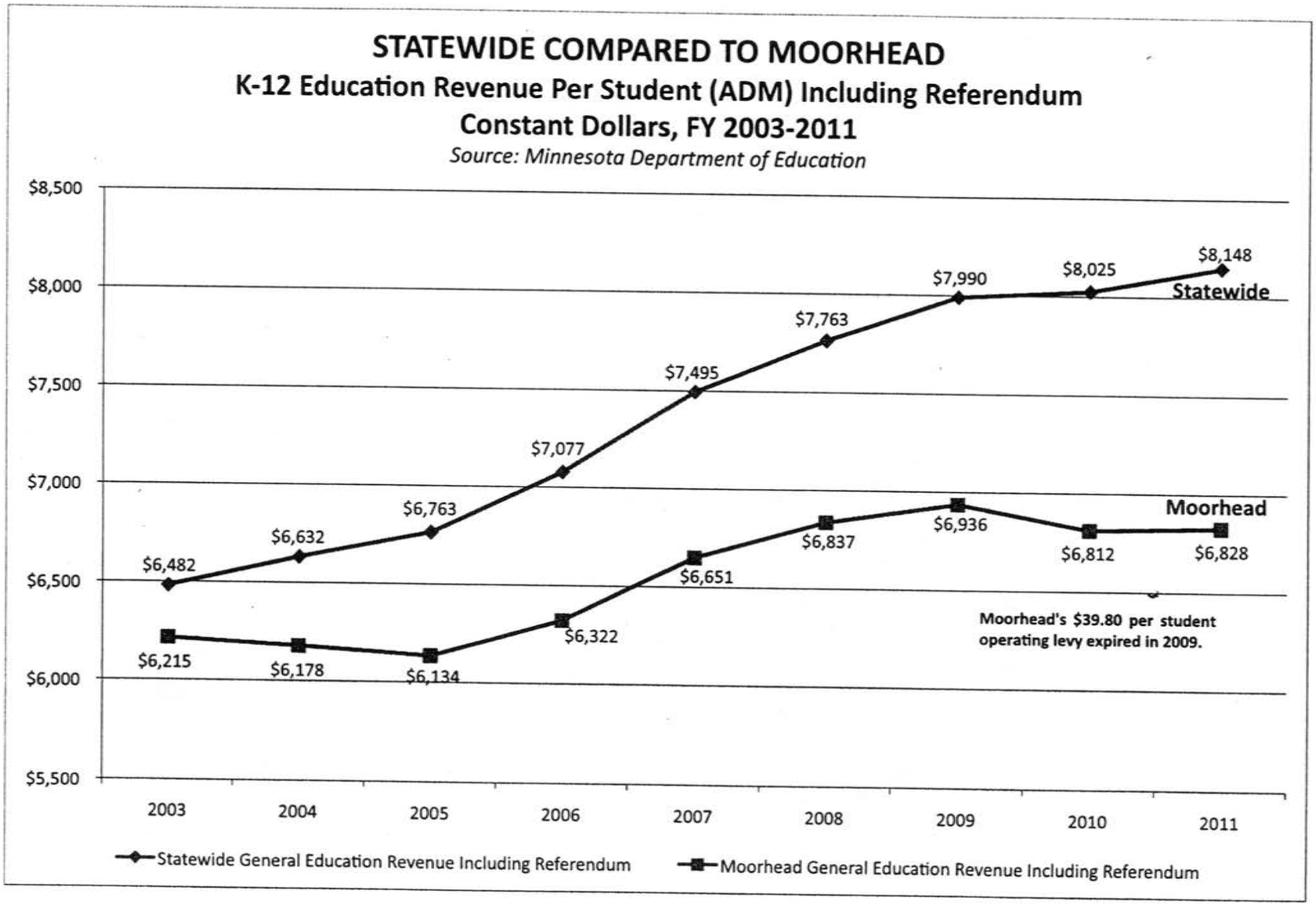
DATE: October 19, 2010

SUBJECT: Operating Levy Referendum Update

At the School Board meeting on Monday, October 25, 2010, an update on the upcoming operating levy referendum will be presented. The latest information available will be provided as the district enters the final week leading up to election day on November 2, 2010.

Among the topics of the presentation will be the attached chart showing Moorhead Area Public Schools' (MAPS) average revenue per student compared to the state average. For example, for the current school year, the state average revenue per student including operating levy referendum revenue is $8,148 while MAPS' revenue per student is $6,828, a difference of $1,320. This funding gap will continue to widen substantially in the next several school years without operating levy revenue from a voter-approved referendum. Also attached to this memo is information related to Minnesota Property Tax Refund and Deferral Programs. This information was provided to us by the district's financial advisors, Ehlers and Associates, Inc.

WAK:nls
Attachments


STATEWIDE COMPARED TO MOORHEAD
K-12 Education Revenue Per Student (ADM) Including Referendum
Constant Dollars, FY 2003-2011
Source: Minnesota Department of Education
$8,500
$8,000
$7,500
$7,000
$6,500
$6,000
$5,500
$6,482
$6,632
$6,763
$7,077
$7,495
$7,763
$7,990
$8,025
$8,148
Statewide
$6,215
$6,178
$6,134
$6,322
$6,651
$6,837
$6,936
$6,812
$6,828
Moorhead
Moorhead's $39.80 per student operating levy expired in 2009.
2003
2004
2005
2006
2007
2008
2009
2010
2011
Statewide General Education Revenue Including Referendum
Moorhead General Education Revenue Including Referendum

Minnesota Property Tax Refund and Deferral Programs

1. Minnesota Property Tax Refund ("Circuit Breaker")
   - Available to all owners of homestead property - both residential and agricultural (the refund on agricultural homestead property is based on the taxes paid on only the house, garage, and one acre)
   - Similar credit available to renters, based on estimated rent attributed to property taxes
   - For 2009 taxes, annual income must be less than $98,290 for homeowners and $53,030 for renters (income limits are higher if you have dependents)
   - Refund is based on total property taxes and income
   - Maximum refund is **$2,350** for homeowners and $1,510 for renters
   - Additional taxes associated with a bond issue or referendum levy **may increase the refund by as much as 80 percent of the additional taxes**
   - To determine eligibility, fill out state tax form M1-PR

2. Targeted Homeowners Property Tax Refund
   - Available for all homestead properties (residential and agricultural) with a gross property tax increase of at least 12% and $100 over the prior year
   - Refund is 60 percent of the amount by which the tax increase exceeds the greater of 12% or $100; maximum refund is $1,000 per taxpayer
   - Particularly beneficial in the **first year of a new bond issue or referendum levy** - many property owners will qualify, due to the relatively large tax increase
   - To determine eligibility, fill out state tax form M1-PR (same form as refund #1)

3. Senior Citizen Property Tax Deferral Program
   - Allows homeowners 65 years or older with a household income of $60,000 or less to defer a portion of the property taxes on their homes
   - Taxes to be paid in any year are limited to 3% of total household income for the year before entering the program; this amount does not change in future years
   - Additional taxes are not forgiven, but are deferred
   - State charges interest of up to 5% per year on all deferred taxes, and attaches a lien to the property
   - Deferred taxes (plus interest charges and filing fees) must be paid if the property is sold or transferred, the homeowners die, the property no longer qualifies as a homestead, or the homeowner voluntarily withdraws
   - Forms and information available at www.taxes.state.mn.us or from County Auditor

Moorhead School District No. 152

Proposed Operating Referendum

Estimated Impact on Property Taxes and State Property Tax Refund

August 13, 2010

Type of Property	Taxable Market Value	Gross Property Tax Increase	State Tax Refund (Range)	Net Tax Increase (Range)
Residential Homestead	$75,000	$134	$0 - $100	$34 - $134
	100,000	179	0 - 140	39 - 179
	125,000	224	0 - 180	44 - 224
	150,000	269	0 - 220	49 - 269
	175,000	313	0 - 257	56 - 313
	200,000	358	0 - 280	78 - 358
	225,000	403	0 - 285	118 - 403
	250,000	448	0 - 278	170 - 448
Commercial-Industrial	$100,000	$179	$0	$179
	200,000	358	0	358
	400,000	716	0	716
	600,000	1,074	0	1,074
	800,000	1,432	0	1,432
	1,000,000	1,791	0	1,791
Agricultural Homestead (HGA Value = $125,000)	$400,000	$224	$0 - $180	$44 - $224
	600,000	224	0 - 180	44 - 224
	800,000	224	0 - 180	44 - 224
	1,000,000	224	0 - 180	44 - 224

If the proposed operating referendum is approved, all taxpayers will pay additional taxes estimated at the amounts shown in the first column. As a direct result of this property tax increase, some taxpayers will qualify for an increase in the State Property Tax Refund, up to the maximum amount shown in the second column; the amount of the refund will depend on the taxpayer's taxable income and their total property tax bill. The last column shows the range of possible net tax increases (the gross property tax increase, minus the state refund amount).

5-MB-BOS
8 Nov 2010

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

November 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. 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 October 11 and 25, 2010 Meeting Minutes - Pages 5-12

B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak
   (1) Approval of November Claims - Page 13
   (2) Approval of Termination of Health Insurance Consultant Services - Page 14

C. HUMAN RESOURCES MATTERS - Hiedeman
   (1) Approval of Resignation - Page 15
   (2) Approval of Change in Contracts - Page 16
   (3) Approval of Family/Medical Leave - Page 17
   (4) 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. **FISCAL YEAR 2010 AUDIT REPORT**: Kazmierczak
Page 19

Suggested Resolution: Move to accept the fiscal year 2010 school district audit report as presented by Brian Stavenger, Eide Bally LLP.

Moved by _____ Seconded by _____
Comments _____

4. **CANVASS GENERAL ELECTION SCHOOL BOARD RETURNS AND ELECTION RESOLUTION**: Kovash
Pages 20-26

Suggested Resolution: Move to approve the Resolution Canvassing Returns of Votes of Independent School District #152 General Election and Resolution Authorizing Issuance of Certificates of Election and Directing School District Clerk to Perform Other Election Related Duties, as presented.

Moved by _____ Seconded by _____
Comments _____

5. **CANVASS SPECIAL ELECTION SCHOOL BOARD RETURNS (TWO-YEAR SEAT) AND ELECTION RESOLUTION**: Kovash
Pages 27-33

Suggested Resolution: Move to approve the Resolution Canvassing Returns of Votes of Independent School District #152 Special Election and Resolution Authorizing Issuance of Certificates of Election and Directing School District Clerk to Perform Other Election Related Duties, as presented.

Moved by _____ Seconded by _____
Comments _____

6. **CANVASS SPECIAL ELECTION OPERATING LEVY REFERENDUM RETURNS**: Kovash
Pages 34-38

Suggested Resolution: Move to approve the Resolution Canvassing Returns of Votes of Independent School District #152 Special Election, as presented.

Moved by _____ Seconded by _____
Comments _____

7. **ENROLLMENT PROJECTIONS**: Kazmierczak
Pages 39-40

8. **SCHOOL BOARD WORK SESSION**: Kovash
Page 41

Suggested Resolution: Move to approve Monday, December 13, 2010 at 5:30 p.m. to conduct a School Board work session to discuss school district and board priorities.

Moved by _____ Seconded by _____
Comments _____

9. **COMMITTEE REPORTS**

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

11. **ADJOURNMENT**

CALENDAR OF EVENTS

Event	Date	Time	Place
Health/Safety/Wellness Com	November 9	9:30 am	PCE
Hopkins PTAC	November 9	6:30 pm	Media Center
Reinertsen PTAC	November 9	6:30 pm	Media Center
Instr and Curr Adv Com	November 11	7 am	PCE
Early Childhood Adv Com	November 11	6:30 pm	PCE
Policy Review Com	November 15	7 pm	PCE
Safe and Healthy Learners Com	November 16	3 pm	PCE
Community Educ Adv Council	November 16	7 pm	PCE
Interagency Early Interv Com	November 17	12 pm	FSC
School Board	November 22	7 pm	PCE
Activities Council	November 23	7 am	MHS
Technology Committee	November 23	3:45 pm	PCE
Joint Powers Committee	December 2	7 am	PCE
Asp PTAC	December 6	6:30 pm	Media Center
MHS PTAC	December 6	7 pm	Conf Rm
Staff Development Com	December 7	3:30 pm	PCE
Continuing Education Com	December 7	6:45 am	Village Inn
Horizon PTAC	December 7	6:30 pm	Media Center
Instr and Curr Adv Com	December 9	7 am	PCE
Spec Ed Parent Adv Com	December 9	12 pm	PCE
School Board Work Session	December 13	5:30 pm	PCE
School Board	December 13	7 pm	PCE
Reinertsen PTAC	December 14	6:30 pm	Media Center
Hopkins PTAC	December 14	6:30 pm	Media Center

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: Superintendent Kovash recommended the agenda proceed with revisions to pages 30, 31 and 33.

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

WE ARE PROUD:
We Are Proud of Mary Flesberg, business teacher at Moorhead High School, who received the 2010 Distinguished Service Award for outstanding contributions to business education from Minnesota Business Educators Inc. (MBEI). Flesberg was presented her award, which is MBEI's highest award, at the MBEI Fall Convention on September 24, 2010.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Minutes - Approve the September 13 and 27, 2010 Meeting Minutes.

Staff Development Report Statement of Assurances - Accept the Staff Development Report for the 2009-10 school year as presented and direct administration to submit the signed assurances to the Minnesota Department of Education as required.

Claims - Approve the October Claims, subject to audit, in the amount of $1,031,915.97.

General Fund:	$924,539.10
Food Fund:	$87,695.75
Community Service Fund:	$19,681.12
TOTAL	$1,031,915.97

Donations - Accept the following donations from area businesses for the All-Staff Breakfast on Wednesday, September 1, 2010:

- o RD Offutt Company and RDO Equipment donated $1,400;
- o Sunmart Foods donated 20 gallons of orange juice;

- o Hornbacher Foods donated coffee and storage bags;
- o American Crystal Sugar donated sugar packets;
- o Wells Fargo Bank donated disposable cups.

Administration will send thank you letters.

Student Teaching Agreement with Minnesota State University Moorhead - Approve the Student Teaching Agreement between Minnesota State University Moorhead and Moorhead Area Public Schools effective through August 23, 2013.

Revision to Supplemental Educational Services Contract - Approve the revised Supplemental Educational Services contract with Sylvan Learning reflecting a change in fee from $50 per hour to $34.75 per hour.

Resignations

Amy Stockinger - Lunch Server, S.G. Reinertsen Elementary, effective October 8, 2010.
Lyman Hanson - Evening Paraprofessional, Adult Basic Education, effective October 14, 2010.
LuAnn Janssen - Food & Nutrition Server, S.G. Reinertsen Elementary, effective October 8, 2010.

Change in Contracts

Jim Boothroyd - Night Custodian at Moorhead High School to Night Lead Custodian at Robert Asp Elementary, salary frozen at higher level, effective September 28, 2010 (replaces Jeremy Grant).
Leslie McCollum - Paraprofessional, WCRJC Shelter, from 3.5 hours per day to 6.5 hours per day, effective September 28, 2010 (funded by Title I Part D).
Karina Hodny - Paraprofessional, EIS to Speech Language Assistant, $24.48 per hour, effective October 12, 2010 (replaces vacant position).
Donna Tvedt - Interim Food Service Director to Food Service Director, C43 (1), effective October 12, 2010 (replaces Mary Bonemeyer).
Audra Hart - Learner Support Services Secretary B23 (3) to Early Learning Center Secretary A13 (3), Probstfield Center for Education, effective October 25, 2010 (replaces Beth Swanson).

Family/Medical Leave Extension

Michael Dahlberg - LSS Teacher, Ellen Hopkins Elementary, extended leave to October 29, 2010.

New Employees

Rhonda Barrows - Food Server/Paraprofessional, Probstfield Center for Education, 1.5 hours Food Server, 1.25 hours K+ Paraprofessional, $9.00 per hour, effective September 27, 2010 (new position).

Jan Smith - Custodian, Red River Area Learning Center, A12 (0-2) $13.69 per hour, 19.5 hours per week, effective September 28, 2010 (new position).
Rosa Valdez - Custodian, Moorhead High School, A12 (0-2) $13.69 per hour, 4 hours per day, effective September 28, 2010 (new position).
Michael Engelking - Night Custodian, Moorhead High School, A12 (0-2) $13.69 per hour, 8 hours per day, effective September 28, 2010 (replaces Brent Butenhoff).
Sayid Abdinasir - Night Custodian, Robert Asp Elementary, A12 (0-2) $13.69 per hour, 8 hours per day, effective September 28, 2010 (replaces Marilyn Knutson).
Douglas Stave - LSS Teacher, S.G. Reinertsen Elementary, MA+30 (2) $40,294.40, effective October 4, 2010 (position is funded through tuition for out-of-district students).
Stephanie Deitz - 6th Grade Teacher, Horizon Middle School, MA (3) $36,973.45, effective September 29, 2010 (position is funded by Federal Jobs Bill).
Hillary Thorn - Paraprofessional, ELC/PCE, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective October 12, 2010 (replaces RaeAnn Kazmarski).

Statement of Assurances of Compliance with State and Federal Law Prohibiting Discrimination - Approve the Statement of Assurance of Compliance with State and Federal Law Prohibiting Discrimination as presented.

Motion carried 7-0.

CHILDREN'S DENTAL SERVICES MEMO OF AGREEMENT: Jill Skarvold, Director of Learner Support Services, provided information related to the Children's Dental Services Memo of Agreement to enable Children's Dental Services to provide on-site dental services to children who have unmet dental needs. Children's Dental Services is dedicated to improving the oral health of children from families with low income by providing accessible treatment and education. They have been providing these services to children birth-21 since 1919, primarily in the areas around Minneapolis, St. Cloud, Rochester and Duluth.

Dental disease is the number one unmet health need among school children. Working also with the Clay County Health Department, the county is very supportive of the Children's Dental Services and the collaborative partnerships between the county, Head Start, school district, and local dental providers. Clay County is identified as one of two counties in Minnesota who are the least served in terms of available dental care for children. Access to dental services in the area is 2149:1 residents for each dentist. The few dentists who do serve low income children are not taking any new patients. Important to consider is that Children's Dental Services does not displace an providers; they only fill gaps in services and refer to dentists who indicate they will provide services.

This agreement helps meet the needs of Moorhead Area Public Schools students who are most at need. The health of children's teeth and mouths effects how they feel, learn and behave.

Tomhave moved, seconded by Siggerud, to approve the Children's Dental Services Memo of Agreement with the Moorhead Area School District for the 2010-11 school year. Motion carried 7-0.

OPERATING LEVY REFERENDUM UPDATE: Kovash provided an update on the upcoming levy referendum stating she and Assistant Superintendent Wayne Kazmierczak had presented referendum information at numerous Community Listening Sessions at school district buildings, service clubs and community meetings. Discussion was held regarding the operating levy referendum question and answer document that was included in the agenda as the district enters the final weeks before the November 2, 2010 election. Moorhead School District residents will vote on an operating levy referendum that, if approved, will provide $850 per pupil in additional funds each year for the next seven years beginning with the 2011-12 school year. If the operating levy referendum passes on November 2, the money would be used in the coming years to provide a source of stable and predictable revenue to avoid further reductions; preserve and improve class sizes; repair and replace aging technology equipment; restore reductions that have been made to world languages; and provide increased access to early childhood programs and Kinder Plus (K+).

Kovash distributed *A Guide from the Minnesota School Boards Association - School Boards and Referenda.* The guide is intended to help school board members understand their role in referenda campaigns and what they and school staff can and cannot do during the campaign.

COMMITTEE REPORTS: Brief reports were heard regarding the special event screening of the *Race to Nowhere* documentary and Joint Powers Committee, Activities Council, Moorhead High School PTAC, Homecoming Coronation, Moorhead High School orchestra and choir concerts, Moorhead High School Hall of Honor Induction Ceremony, and Continuing Education Committee meetings.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Chair Thompson distributed to board members a draft letter to the editor regarding the board's position on the operating levy referendum. Discussion was held and a redraft of the letter would be sent to board members for final review.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:02 p.m.

_____
Cindy Fagerlie, Clerk

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: Superintendent Kovash recommended the agenda proceed with as presented.

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

WE ARE PROUD:
We Are Proud of Dr. Lynne A. Kovash, superintendent, for receiving the Distinguished Alumni Award from Minnesota State University Moorhead. The award is presented to graduates of MSUM who have an outstanding record of community service, have excelled in their profession, have demonstrated leadership in their community and/or profession, and have demonstrated loyalty to MSUM. Kovash was recognized at a banquet Oct. 15 during MSUM's homecoming activities.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Donations - Accept donations from Karlene and Roger Walls of a Magician Stander valued at $1,500 and Jeff King, Performance Tool and Die, of wire for use in art projects. Administration will send thank you letters.

Resignations
Jennifer Hanson - Lunchroom Supervisor, S.G. Reinertsen Elementary, effective October 29, 2010.
Kayte Carson - Bus Driver, Transportation, effective August 23, 2010.
Dar Jahnig - Bus Driver, Transportation, effective September 24, 2010.
Kayla Skalsky - Bus Driver, Transportation, effective June 1, 2010.

Family/Medical Leave
Jennifer Carney - 2nd Grade Teacher, Robert Asp Elementary, effective approximately November 17, 2010 for approximately eight weeks.

New Employees

Veronica Garcia - Paraprofessional, Red River Area Learning Center, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective October 11, 2010 (replaces Maria Almarez and Rhonda Barrows).

Betty Lague - Paraprofessional, Moorhead High School, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective September 28, 2010 (replaces Adam Sorenson).

Nicole Akason - Night Custodian, Moorhead High School, A12 (3) $13.90 per hour, 8 hours per day, effective October 26, 2010 (replaces Jim Boothroyd).

Amber Stogner - Bus Assistant, Transportation, 12 hours per week, $12.17h per hour (replaces Judy Teiken).

Mark Rivenburg - Bus Driver, Transportation, 6-7 hours per day, $13.07 per hour, effective September 14, 2010 (replaces Kayla Skalsky).

John Rasmussen - Bus Driver, Transportation, 7-8 hours per day, $13.07 per hour, effective June 23, 2010 (replaces Gary Huck).

Motion carried 7-0.

SCIENCE, TECHNOLOGY, ENGINEERING, ENTREPRENEURSHIP AND MATHEMATICS (ESTEEM) INSTITUTE: Brenda Wyland, Associate Director, and Paul Tefft, Youth Entrepreneurship Consultant, both from the NDSU Research and Technology Park, provided information regarding the development of a Science, Technology, Engineering, Entrepreneurship, and Mathematics (ESTEEM) Institute as part of a grant application that was submitted to the U.S. Department of Housing and Urban Development in August 2010.

Through a sub-committee that was formed as a result of this grant application, the NDSU Research and Technology Park, Sanford Health, Fargo and West Fargo Public Schools are starting the initial planning phases to develop an "ESTEEM Institute" whereby students learn alongside world-leading scientists and researchers to develop solutions to private sector needs in order to meet global market demands and create scientific discovery all in the same facility. Wyland invited Moorhead Area Public Schools to become a partner in the ESTEEM Institute sub-committee.

Tomhave moved, seconded by Fagerlie, to approve Moorhead Area Public Schools as a partner in the ESTEEM Institute. Motion carried 7-0.

STUDENTS OF ALL ABILITIES RESPECTED (SOAR) PROGRAM GRANT AWARD: Rob Kueneman, Executive Director of the Youth Commission/Boys & Girls Club of the Red River Valley, and Kim Pladson, Executive Director of TNT Kid's Fitness Center, provided information regarding the 2010 Carol M. White PEP grant, issued by the U.S. Department of Education. All three Moorhead elementary schools were chosen as sites to implement the Students of All Abilities Respected (SOAR) program through the Youth Commission after-school

programming and in partnership with the TNT Kid's Fitness Center. Other sites include all three YC/BGC Centers along with TNT Kid's Fitness (seven sites in all). TNT will provide the training to current YC/BGC staff to improve physical activity and nutritional education in after-school programming. In addition, the grant will allow for the purchase of the needed equipment to implement the program objectives. The equipment will be shared with current Moorhead School District physical education staff, to aid in their curriculum implementation.

The goals of this initiative are to educate and motivate children (ages 5-10) to improve physical activity habits, education and motivate children (ages 5-10) to improve nutritional choices, children (ages 5-10) will make progress toward meeting physical education standards, and provide professional development opportunities for the staff of after-school programs. Grant partners include Sanford Health, Cass-Clay Healthy People Initiative, City of Fargo, North Dakota State University, Minnesota State University Moorhead, Concordia College, and Moorhead Area Public Schools.

DISTRICT LEVEL IMPROVEMENT PLAN: Eidsness presented highlights of the draft District Level Improvement Plan which is a requirement of the No Child Left Behind Act and the district Adequate Yearly Progress (AYP) status. The District Level Improvement Plan has been reviewed by district staff as well as the Instruction and Curriculum Advisory Committee. The district plan must be submitted to the AYP Coordinator at Lakes Country Service Cooperative by October 28 for feedback. Final submission of the plan to the Minnesota Department of Education is required by November 10.

Robert Asp and Ellen Hopkins Elementary Schools are also required to have a School Level Improvement Plan as they are Title I schools. The district plan includes unified goals and activities from the two mandated school plans. The District Level Improvement Plan will be posted on the district's website. In addition, each school in the district has developed a School Level Improvement Plan and that plan will also be posted on the district's website. Progress on School Level Improvement Plans will be shared with the board later in the school year.

Dulski moved, seconded by Fagerlie, to agree to the assurances for Title I School Improvement and authorize Missy Eidsness as the Local Education Agency (LEA) representative. Motion carried 7-0.

OPERATING LEVY REFERENDUM UPDATE: Kazmierczak provided the latest information available as the district enters the final week leading up to the November 2 election day. Information included the current school year state average revenue per student including operating levy referendum revenue is $8,148 while the district's revenue per student is $6,828, a difference of $1,320. This funding gap will continue to widen substantially in the next several school years without operating levy revenue from a voter-approved referendum. Information

from the district's financial advisors related to the Minnesota Property Tax Refund and Deferral Programs was also discussed.

Siggerud left the meeting at 8:27 p.m. and returned to the meeting at 8:34 p.m.

Moorhead Area Public Schools is one of 35 districts in the state and the only school district in Clay County that does not currently have voter-approved operating levy authority. Ninety percent of the state's 337 school districts have voter-approved operating levy authority. The average operating levy amount for all Minnesota districts for the 2010-11 school year is $848 and for the 2011-12 school year it is $936.

COMMITTEE REPORTS: Brief reports were heard regarding the Instruction and Curriculum Advisory Committee, Hopkins PTAC, Reinertsen PTAC, Health/Safety/Wellness Committee, Title I Parent Advisory Committee, and Theater Community Standards Committee meetings.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Kovash asked board members if the city of Moorhead could include board member contact information in their 2011 calendar. Fagerlie requested board member addresses be added to the district's mini-pocket calendars for next year.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:58 p.m.

_____
Cindy Fagerlie, Clerk

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.031 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: November 2, 2010

SUBJECT: November Claims

The November claims are as follows:

General Fund	$1,113,985.23
Food Fund	$124,510.13
Community Service Fund	$26,549.37
TOTAL	$1,265,044.73

Suggested Resolution: Move to approve the November claims, subject to audit, in the amount of $1,265,044.73.

WAK:nls

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.034 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: November 2, 2010

SUBJECT: Termination of Health Insurance Consultant Services

The district has been working with health insurance consultant Mr. Mark Beltz of Pederson-Beltz Associates since approximately 2001. These services are no longer needed as the district is now part of the Lakes Country Service Cooperative (LCSC) insurance pool. The district used the services of a consultant during the period that it was not part of the LCSC insurance pool and during its transition back into the pool. Should consultant services be needed in the future as the new national health care plan begins to impact the district, the administrative team will consider working with a consultant to ensure that the district is complying with the new regulations.

Suggested Resolution: Move to terminate the agreement with Pederson-Beltz Associates for health insurance consulting services.

WAK:nls

Office of Human Resources

Moorhead Area Public Schools

Memo HR.11.041

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: November 2, 2010

SUBJECT: Resignation

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

Mary Flickinger Paraprofessional, Robert Asp Elementary, effective November 12, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Mary Flickinger as presented.

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.040

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: November 2 2010

SUBJECT: Change in Contract

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

Mary Jaszkowiak	Food and Nutrition Server, High School 2.75 hours per day to Probstfield Center for Education, 3 hours per day, effective October 11, 2010. (Additional hours for K+)
Rhonda Barrows	Food and Nutrition Server, Probstfield Center for Education to High School, 2.75 hours per day, effective October 10, 2010. (New Breakfast position)
Marysol Quintero	EIS Paraprofessional, 6.5 hours per day, to Adult Basic Education Paraprofessional 19.5 hours per week. (Replaces Payman Kadir)
Clarice Berntson	Second Cook, High School, 7 hours per day to Head Cook, High School, 8 hours per day, B23 (5) $16.18 per hour, effective November 1, 2010. (Replaces Donna Tvedt)
Megan Ramsey	Home School Liaison,to Transition Facilitator, Red River Area Learning Center, 8 hours per day, 2 days per week, effective November 1, 2010. (Job share with JoAnn Spiering)

SUGGESTED RESOLUTION: Move to approve the Change in Contract for Mary Kaszkowiak, Rhonda Barrows, Marysol Quintero, Clarice Berntson and Megan Ramsey as presented.

AH:smw

Office of Human Resources

Moorhead Area Public Schools

Memo HR.11.039

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: November 2, 2010

SUBJECT: Family/Medical Leave

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

Kathi Salvevold	Business Education Teacher, High School, effective approximately December 15, 2010 for approximately 7-9 weeks.

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

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.038

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources ah

DATE: November 2, 2010

SUBJECT: New Employees

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

Mark Nyborg	Bus Driver, Transportation, 6-7 hours per day, $13.07 per hour, effective October 18, 2010. (Replaces Ramses Yannaroda)
JoAnn Spiering	Transition Facilitator, Red River Area Learning Center, 8 hours per day, 3 days per week, B21 (0-3) $15.73 per hour, effective November 1, 2010. (Job share with Megan Ramsey)
Kent Dvoracek	Lunchroom/Security Monitor, 4 hours per day, B21 (0-2) $14.05 per hour, effective October 25, 2010. (Replaces Zikiri Ahmed)
Deborah Shasky	Learner Support Services Secretary, B23 (3) $15.70 per hour, 8 hours per day, effective November 9, 2010. (Replaces Audra Hart)

SUGGESTED RESOLTUION: Move to approve the employment of Mark Nyborg, JoAnn Spiering, Kent Dvoracek and Deborah Shasky as presented.

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.033 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: November 2, 2010

SUBJECT: Fiscal Year 2010 Audit Report

At the November 8, 2010 School Board meeting, Brian Stavenger of Eide Bailly LLP will present the district's audit report for the fiscal year ending June 30, 2010. Attached please find an executive summary that will be the basis for Mr. Stavenger's presentation.

Suggested Resolution: Move to accept the fiscal year 2010 school district audit report as presented by Brian Stavenger, Eide Bailly LLP.

WAK:nls
Attachment

EideBailly LLP

Executive Summary
June 30, 2010

Independent School District No. 152
Moorhead Area Public Schools

DRAFT

Purpose of the Executive Summary

The District receives audited financial statements each year, however the document is long and readers may find it difficult to read and understand. In an effort to help facilitate understanding we have put together an executive summary containing summarized information from the audited financial statements, as well as graphs and ratios. We believe the School Board, management, and citizens of the District will have a clearer picture of the financial condition of the District by reading this summary. This is not a required report and we offer no opinion on the executive summary.

We hope this executive summary encourages discussion of the District's financial condition and to:

- Alert the School Board and management to financial condition trends, both favorable and unfavorable.
- Put the District's financial condition in perspective by compiling data for several years.

There are strengths and limitations to using this approach to evaluate financial condition. Strengths include:

- District data was compiled under consistent accounting principles and audited under Government Auditing Standards.
- Analysis was performed independent of District management and offers a new perspective of the District's financial condition.

Limitations include:

- The analysis is historical rather than a projection of future financial condition.
- The analysis provides a broad overview rather than detailed analysis.
- The analysis does not attempt to measure level and quality of services.

EideBailly LLP
DRAFT

About Eide Bailly

Founded in 1917, Eide Bailly is a top 25 CPA firm in the nation, with 19 service centers in nine states. Our clients benefit from local, personal service while enjoying access to nearly 1,200 professionals with diverse skill sets and experiences. We truly care about our clients' successes and work hard to help them reach their goals. The Firm has built strong industry and service teams in order to surround our clients with relevant and valuable services. Our focused industries include:

- Ag Producers
- Construction
- Dealerships
- Financial Institutions
- Government
- Health Care
- Insurance
- Manufacturing
- Non-Profit
- Oil & Gas
- Real Estate
- Renewable Energy
- Utilities

Eide Bailly's Government industry has over 40 years experience serving school districts, and more than 120 professionals dedicated to government clients.

Audit Expectation Gap

The expectation gap is the gap between the auditor's actual standard of performance and various expectations of auditor's performance by the public. In simpler terms, the gap is the difference between what auditors actually do and what the public thinks they do. When referring to auditors in this discussion, we are referring to certified public accountants (CPAs) hired to perform financial statement audits.

What do many members of the public expect auditors to do?

- Test every transaction
- Accept prime responsibility for the financial statements
- Prepare the financial statements
- Certify the financial statements
- Detect fraud
- Guarantee the accuracy of the financial statements
- Give early warning of possible business failure

BideBailly LLP

The reality, according to the public accounting profession (CPAs) is that[1]:

- Auditors are only required to test selected transactions. The cost of an audit that tested every transaction would be prohibitive.
- Financial statements are the responsibility of management. Auditors give their professional opinion on whether or not the statements are free from material misstatement.
- Although management may request that the auditors prepare the financial statements, the statements are the responsibility of management.
- Audit only provide reasonable assurance that financial statements are free from material misstatement.
- An audit does not guarantee that fraud will be detected. Most frauds are not discovered by the external auditors. Auditors are required to have an attitude of professional skepticism when planning and performing the audit.
- Auditors give their professional opinion on the financial statements. They do not guarantee anything.
- Although auditors may give management a "heads up" on possible business failure, that is not what CPAs are hired to do in a financial statement audit. The analysis of the financial information in the statements is the responsibility of the various users of those statements such as creditors and investors.

DRAFT

[1] CPA Journal, *The Past and Future of Reasonable Assurance*, November 2005

Audit Opinion

The District received a "clean" audit opinion. What does that really mean? The audit opinion is a brief report that appears with the financial statements. A clean audit opinion is more precisely referred to as an unqualified opinion. An *unqualified opinion* means that the financial statements have been prepared using accounting principles generally accepted in the United States of America (GAAP), do not contain material misstatements, and are fairly presented.

Some readers of financial statements with an unqualified (clean) audit opinion believe that the auditors are signifying that the organization has a financial clean bill of health. They may believe the auditors are indicating that there is no fraud, that the organization is using its resources effectively and efficiently, and that the organization is in compliance with all laws and regulations. The auditor's report (audit opinion) on a financial statement audit is merely the auditor's professional opinion, based on audit work, on whether the financial statements were prepared in accordance with GAAP and are free from material misstatement.

EideBailly LLP

Audit of Federal Funds

All non-Federal entities that expend $500,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act. A single audit is intended to provide a cost-effective audit in that one audit is conducted in lieu of multiple audits of individual programs. During 2010, the District expended approximately $7.8M in federal awards.

The District received an unqualified opinion on compliance for the major federal award programs report.

DRAFT

INDEPENDENT SCHOOL DISTRICT NO. 152
STATEMENTS OF NET ASSETS – ALL FUNDS

	2010	2009	2008
ASSETS			
Cash and investments	**$ 6,623,570**	$ 13,733,443	$ 12,204,146
Cash held with fiscal agent	**42,050,899**	42,076,343	42,101,787
Receivables *	**21,717,370**	11,551,968	9,635,569
Other	**9,299,611**	9,864,729	36,740
Capital assets	**72,481,137**	74,227,187	75,891,258
Total assets	**$ 152,172,587**	$ 151,453,670	$ 139,869,500
	0.5% Increase		
LIABILITIES AND NET ASSETS			
LIABILITIES			
Salaries and accounts payable	**$ 5,303,129**	$ 5,252,103	$ 5,480,745
Unearned revenue	**138,018**	171,136	134,033
Other current liabilities	**14,397,197**	13,214,900	9,945,507
Long-term liabilities due within one year	**4,155,853**	3,939,027	5,161,216
Long-term liabilities due in more than one year	**100,491,155**	104,192,781	98,585,825
Total liabilities	**124,485,352**	126,769,947	119,307,326
	-1.8% Decrease		
NET ASSETS			
Invested in capital assets, net of related debt	**22,771,137**	21,137,187	19,586,258
Restricted	**44,760,420**	44,497,728	44,308,724
Unrestricted	**(39,844,322)**	(40,951,192)	(43,332,808)
Total net assets	**27,687,235**	24,683,723	20,562,174
	12.2% Increase		
Total liabilities and net assets	**$ 152,172,587**	$ 151,453,670	$ 139,869,500

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* A portion of the receivables are for general education aid. Below is an analysis of the general education aid receivable and revenue for the past five years.

	General Education Aid		
	Receivable	Revenue	Receivable as % of Revenue
6/30/06	2,586,742	32,589,808	7.9%
6/30/07	3,016,922	34,111,978	8.8%
6/30/08	1,716,221	35,198,352	4.9%
6/30/09	3,335,134	35,791,088	9.3%
6/30/10	**8,979,563**	**32,430,924**	**27.7%**

In the previous three years approximately 90% of general education aid payments were made in the current fiscal year, with the remaining 10% being paid in the subsequent fiscal year. For FY10 that ratio changed to 73-27. For FY11 it will be 70-30 and for FY12 it is currently planned to be reinstated back to 90-10.

Liquidity

Liquidity refers to an organization's ability to pay short-term financial obligations. Liquidity involves determining the level of cash on hand and in the bank and other assets that can be easily converted to cash. This cash position is compared to accounts payable and other current liabilities as well as that portion of long-term liabilities that are due within one year.

The formula for calculating the liquidity ratio is:

$$\frac{\text{Cash and cash equivalents}}{\text{Accounts payable and other current liabilities} + \text{Long-term liabilities due within one year}}$$

A lower ratio of this indicator indicates a declining ability to pay short-term debt.

Year	Liquidity Ratio
6/30/06	0.6
6/30/07	0.6
6/30/08	0.6
6/30/09	0.6
6/30/10	**0.3**

Liquidity is a controversial financial indicator according to many analysts. Because the ratio can change daily according to receipt of cash, any analysis of the liquidity ratio must be done at the same time of the year for a meaningful comparison.[2] This comparison was done with the year-end cash and liability position.

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[2] *Evaluating Financial Condition: a Handbook for Local Governments*, page 71

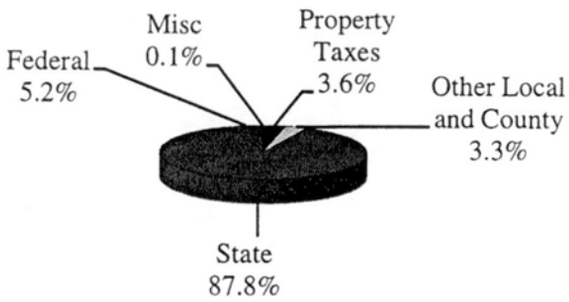
INDEPENDENT SCHOOL DISTRICT NO. 152
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET TO ACTUAL – GENERAL FUND

	Original Budget	Final Budget	2010 Actual	Variance With Final Budget	2009 Actual	2008 Actual
REVENUES						
State sources	$ 40,409,097	$ 40,491,973	**$ 39,764,160**	$ (727,813)	$ 44,565,250	$ 42,629,959
Local levies	2,003,253	1,940,300	**1,922,246**	(18,054)	1,886,821	1,744,800
Federal sources	7,737,110	6,787,215	**7,166,354**	379,139	2,388,519	2,513,968
Other	1,123,321	1,008,032	**860,608**	(147,424)	1,107,044	1,664,756
Total revenues	51,272,781	50,227,520	**49,713,368**	(514,152)	49,947,634	48,553,483
			-0.5% Decrease	-1.0% Negative		
EXPENDITURES						
Regular instruction	21,801,685	21,656,094	**21,732,755**	(76,661)	22,226,725	22,307,953
OPEB health insurance	(756,242)	(756,242)	**(715,900)**	(40,342)	(753,861)	-
District and school administration and support services	3,494,074	3,534,674	**3,124,287**	410,387	3,604,830	3,521,391
Special education instruction	13,084,121	11,220,059	**12,323,508**	(1,103,449)	11,704,159	11,870,354
Instructional and pupil support services	7,698,243	7,843,881	**7,255,728**	588,153	7,690,709	7,453,212
Sites and buildings	4,855,164	4,573,702	**4,441,641**	132,061	4,816,561	5,037,054
Other	715,745	626,433	**573,283**	53,150	692,707	615,858
Total expenditures	50,892,790	48,698,601	**48,735,302**	(36,701)	49,981,830	50,805,822
			-2.5% Decrease	-0.1% Negative		
REVENUES OVER (UNDER) EXPENDITURES	379,991	1,528,919	**978,066**	(550,853)	(34,196)	(2,252,339)
OTHER FINANCING SOURCES (USES)						
Issuance of OPEB bonds	-	-	**-**	-	10,300,000	-
Transfer of OPEB bonds to trust fund	-	-	**-**	-	(10,300,000)	-
Other	-	17,570	**17,570**	-	(102,980)	54,050
Total other financing sources (uses)	-	17,570	**17,570**	-	(102,980)	54,050
NET CHANGE IN FUND BALANCE	379,991	1,546,489	**995,636**	(550,853)	(137,176)	(2,198,289)
FUND BALANCE, BEGINNING OF YEAR	6,177,187	6,177,187	**6,177,187**	-	6,314,363	8,512,652
FUND BALANCE, END OF YEAR						
Reserved	-	-	**465,379**	465,379	458,819	629,521
Unreserved - designated	-	-	**2,726,377**	2,726,377	2,758,668	1,811,532
Unreserved - undesignated	6,557,178	7,723,676	**3,981,067**	(3,742,609)	2,959,700	3,873,310
	$ 6,557,178	$ 7,723,676	**$ 7,172,823**	$ (550,853)	$ 6,177,187	$ 6,314,363

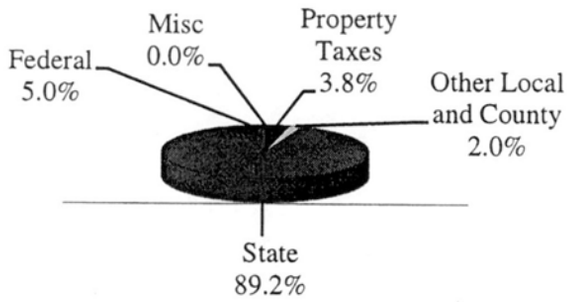
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INDEPENDENT SCHOOL DISTRICT NO. 152
GENERAL FUND REVENUES BY SOURCE

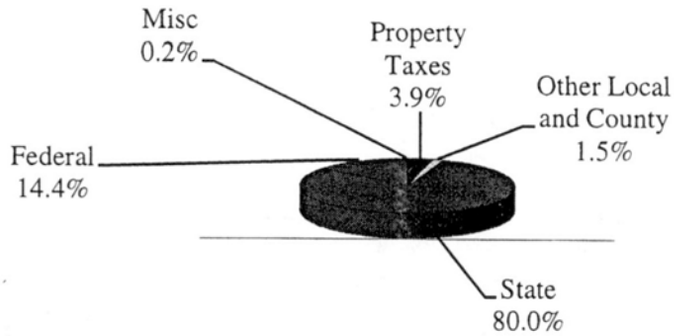
2007-2008



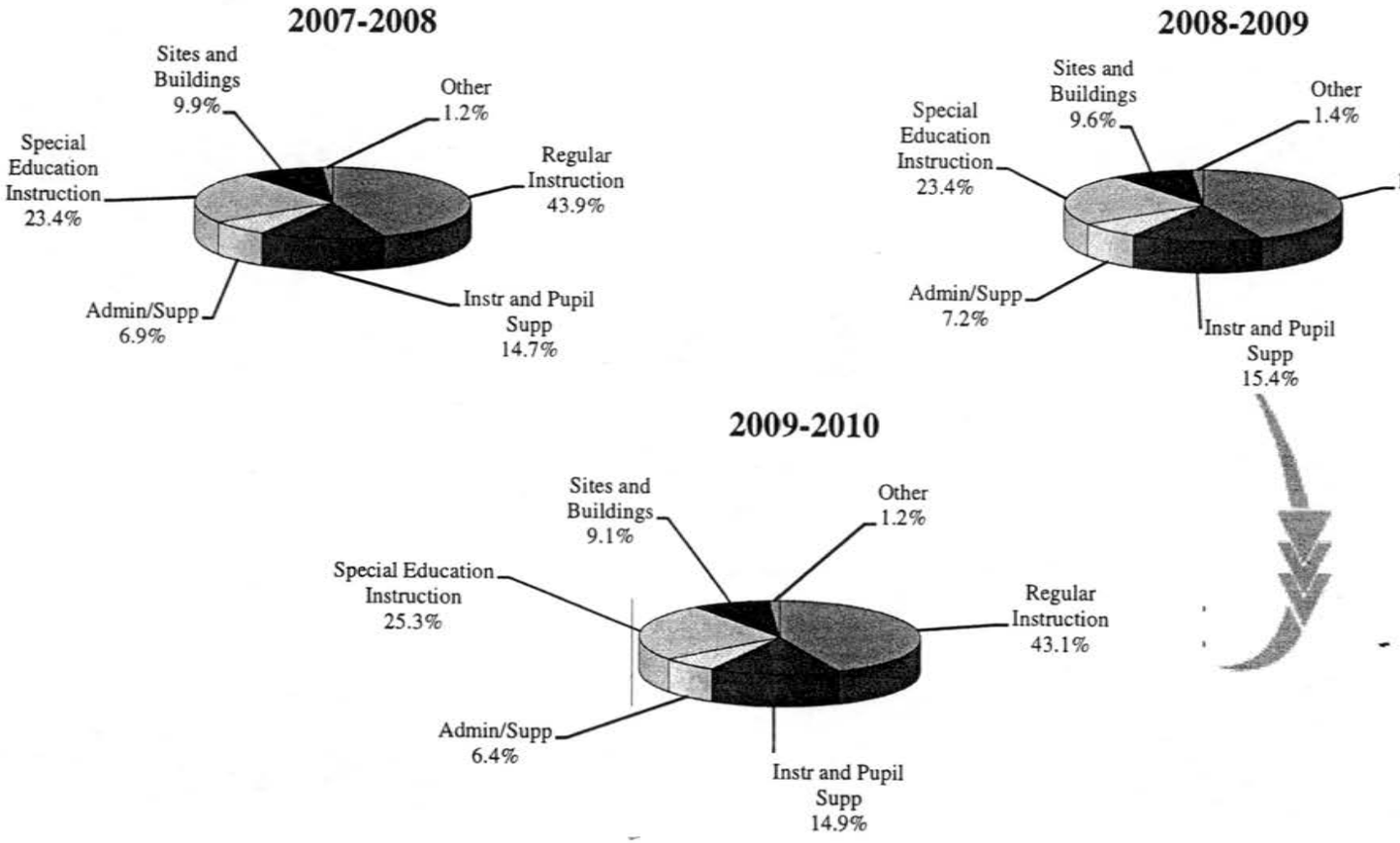
2008-2009



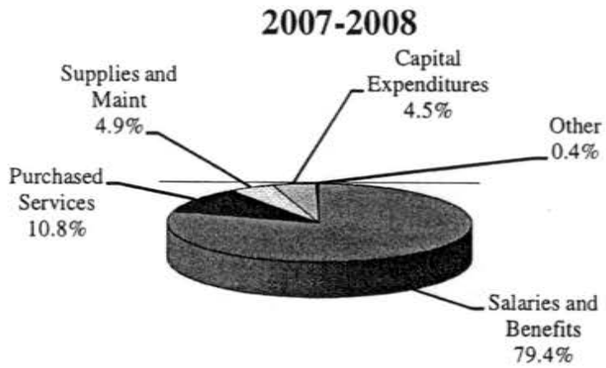
2009-2010

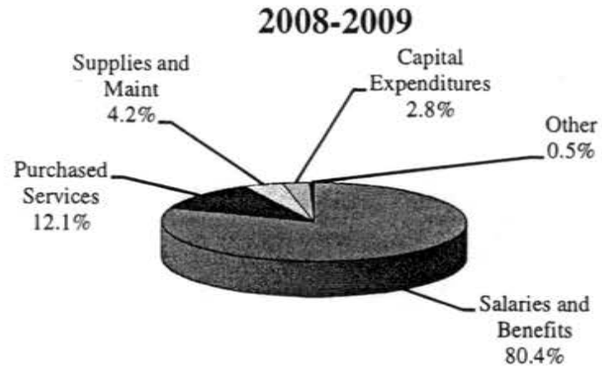


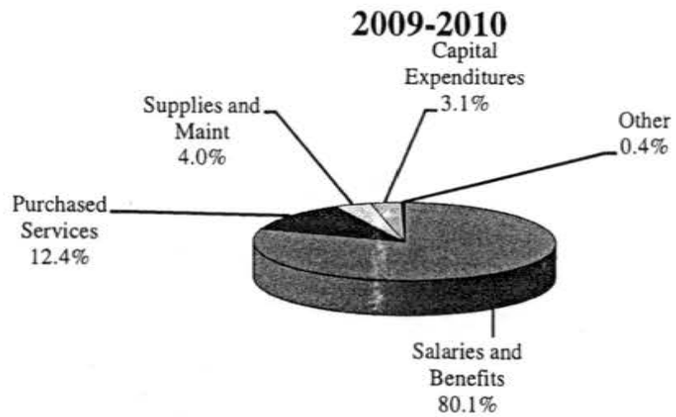
INDEPENDENT SCHOOL DISTRICT NO. 152
GENERAL FUND EXPENDITURES BY PROGRAM



INDEPENDENT SCHOOL DISTRICT NO. 152
GENERAL FUND EXPENDITURES BY OBJECT







INDEPENDENT SCHOOL DISTRICT NO. 152
CHANGES IN FUND BALANCES – GENERAL FUND

	Fund Balance Beginning of Year	Net Change in Fund Balance	Fund Balance End of Year
Reserved for deferred maintenance	$ 205,994	$ 121,737	$ 327,731
Reserved for health and safety	(367,851)	262,981	(104,870)
Reserved for severance pay	89,446	(89,446)	-
Reserved for operating capital	533,263	(221,506)	311,757
Reserved for safe schools	(2,033)	(67,206)	(69,239)
Unreserved - designated for severance pay	2,758,668	(32,291)	2,726,377
Unreserved - undesignated	2,959,700	1,021,367	3,981,067
	$ 6,177,187	$ 995,636	$ 7,172,823

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The General Fund is used to account for all revenue and expenditures of the school district not accounted for elsewhere. It is used to account for educational activities, district instructional and student support programs, expenditures for the superintendent, district administration, normal operations and maintenance, pupil transportation, capital expenditures, and legal school district expenditures not specifically designated to be accounted for in any other fund.

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Fund balance is the cumulative difference between fund assets and fund liabilities. Fund balance is further divided into reserved, unreserved, and designated categories. Reserved fund balance is legally restricted and cannot be appropriated for other spending. Designated fund balance is intended for a specific activity but is not legally restricted. Unreserved, undesignated fund balance can be thought of as reserves or a "rainy day" fund.

A positive fund balance:

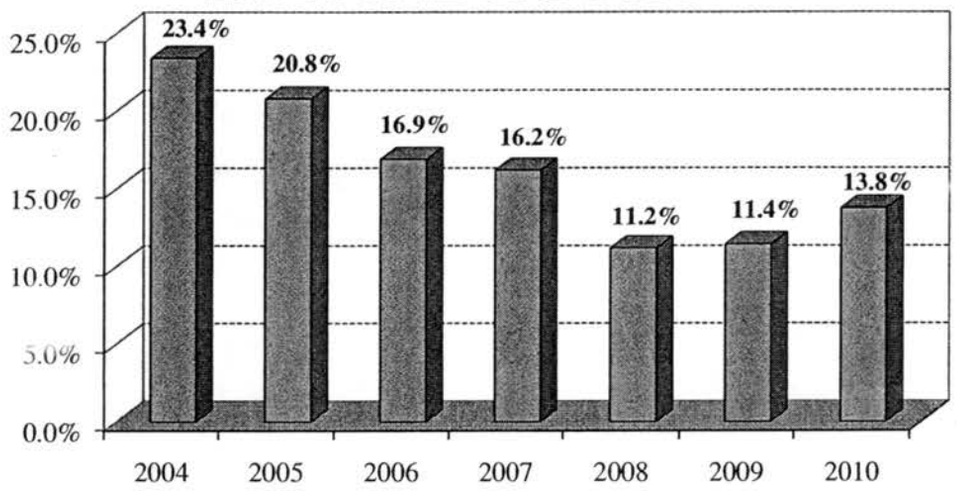
- Contributes to a favorable bond rating
- Produces investment income
- Provides a source of working capital to meet cash flow needs
- Offers a cushion for unexpected expenditures or revenue shortfalls

INDEPENDENT SCHOOL DISTRICT NO. 152
CHANGES IN FUND BALANCES – GENERAL FUND (CONTINUED)

The Government Finance Officers Association (GFOA) recommends, at a minimum, that governments maintain unreserved fund balance in their general fund of no less than two months (16.67 percent) of regular general fund operating expenditures.[3]

The State of Minnesota Office of the State Auditor (OSA) recommends that at year-end local governments maintain an unreserved fund balance in their general fund and special revenue funds of approximately 35 to 50 percent of fund operating revenues or no less than five months of operating expenditures.[4]

The District's unreserved fund balance as a percentage of expenditures in the General Fund for the last seven years is as follows:



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It is School Board Policy to maintain an unappropriated fund balance of at least 25% of the District's General Fund operating budget. When the General Fund unappropriated balance is projected to decrease below 17% of the General Fund budget, the District shall initiate one or more measures to ensure that the year-end General Fund unappropriated balance for the budget year in question does not fall below 17%.[5]

The following are some fund balance amounts for various benchmarking levels:

1 month of expenditures (8%)	$ 4,061,275
2 months of expenditures (17%)	8,122,550
3 months of expenditures (25%)	12,183,826
4 months of expenditures (33%)	16,245,101
5 months of expenditures (42%)	20,306,376
6 months of expenditures (50%)	24,367,651

[3] *Appropriate Level of Unreserved Fund Balance in the General Fund,* GFOA Best Practice, 2009
[4] *Statement of Position, Fund Balance for Local Governments,* OSA recommended practice, 2007
[5] *Moorhead Area Public Schools, Board Policies, Section 800, Code 802,* adopted 1/26/2009

INDEPENDENT SCHOOL DISTRICT NO. 152
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – FOOD SERVICE FUND

	2010 Actual	2009 Actual	2008 Actual
REVENUES			
Sale of food	$ 1,100,731	$ 897,814	$ 874,068
Federal sources	955,171	824,170	801,025
State sources	146,531	113,970	127,995
Other	1,582	16,353	62,540
Total revenues	2,204,015	1,852,307	1,865,628
	19.0% Increase		
EXPENDITURES			
Food costs and supplies	1,196,644	1,077,003	1,116,955
Salaries and benefits	526,073	532,558	529,937
Other	354,488	343,068	288,533
Total expenditures	2,077,205	1,952,629	1,935,425
	6.4% Increase		
NET CHANGE IN FUND BALANCE	126,810	(100,322)	(69,797)
FUND BALANCE, BEGINNING OF YEAR	354,128	454,450	524,247
FUND BALANCE, END OF YEAR	$ 480,938	$ 354,128	$ 454,450

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INDEPENDENT SCHOOL DISTRICT NO. 152

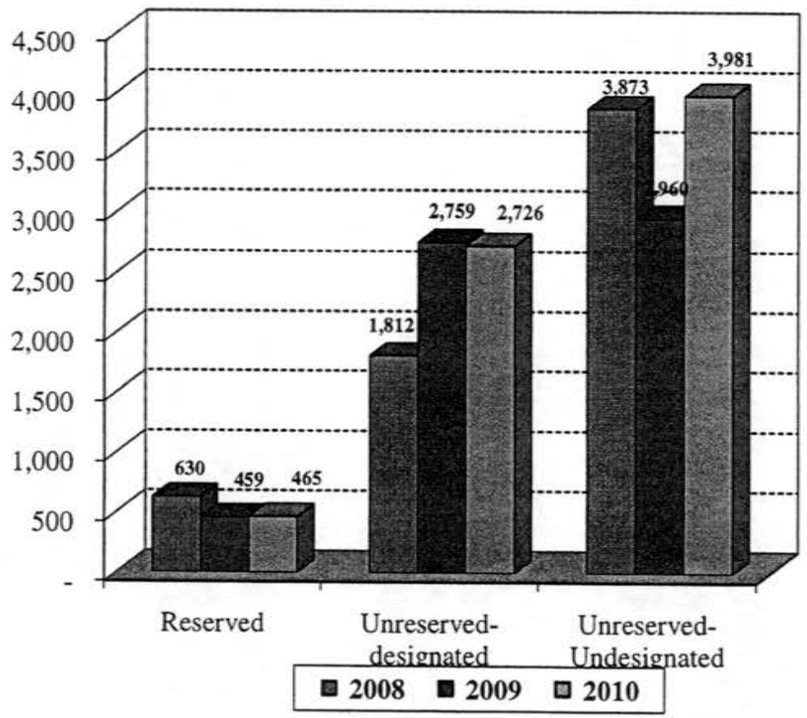
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – COMMUNITY SERVICE FUND

	2010 Actual	2009 Actual	2008 Actual
REVENUES			
Tuition, fees, and other	$ 506,703	$ 416,415	$ 517,077
State aid	778,700	815,769	745,350
Local levies	276,344	231,162	226,548
Total revenues	1,561,747	1,463,346	1,488,975
	6.7% Increase		
EXPENDITURES			
Salaries and benefits	1,092,135	1,024,060	1,130,746
Purchased services	158,341	167,636	223,869
Other	157,022	146,883	137,589
Total expenditures	1,407,498	1,338,579	1,492,204
	5.1% Increase		
NET CHANGE IN FUND BALANCE	154,249	124,767	(3,229)
FUND BALANCE, BEGINNING OF YEAR	88,228	(36,539)	(33,310)
FUND BALANCE, END OF YEAR			
Reserved for early childhood and family education	74,225	75,499	58,868
Reserved for community education	96,808	(7,897)	(309,341)
Reserved for school readiness	25,556	20,626	9,253
Unreserved	45,888	-	204,681
	$ 242,477	$ 88,228	$ (36,539)

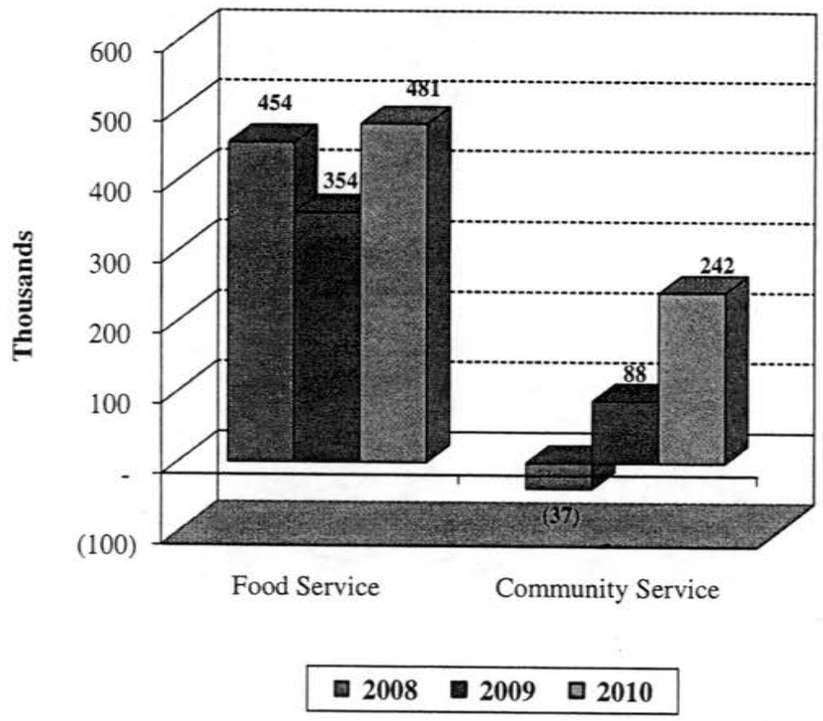
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INDEPENDENT SCHOOL DISTRICT NO. 152
ENDING FUND BALANCES – THOUSANDS (000'S)

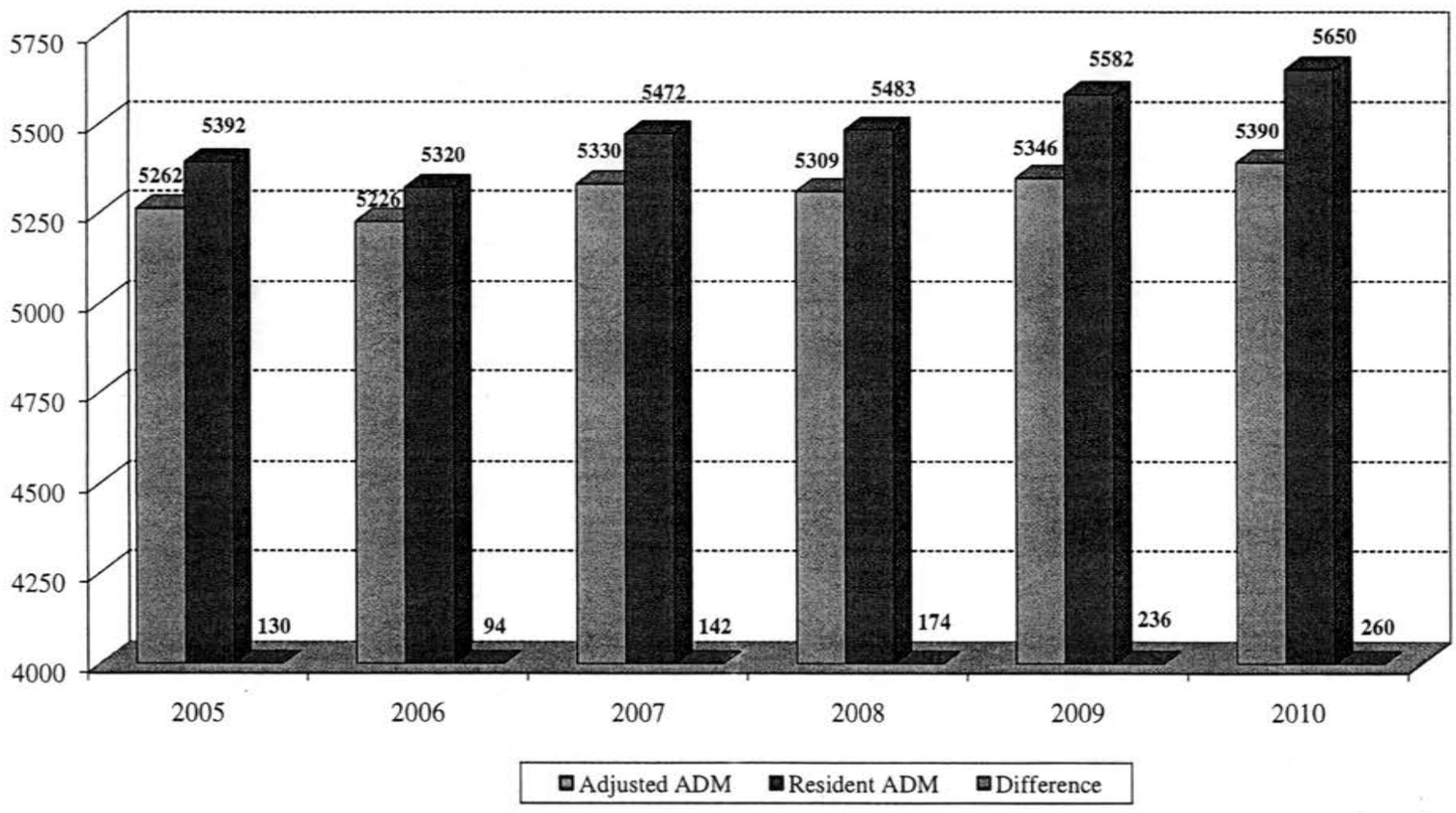
GENERAL FUND



SPECIAL REVENUE FUNDS



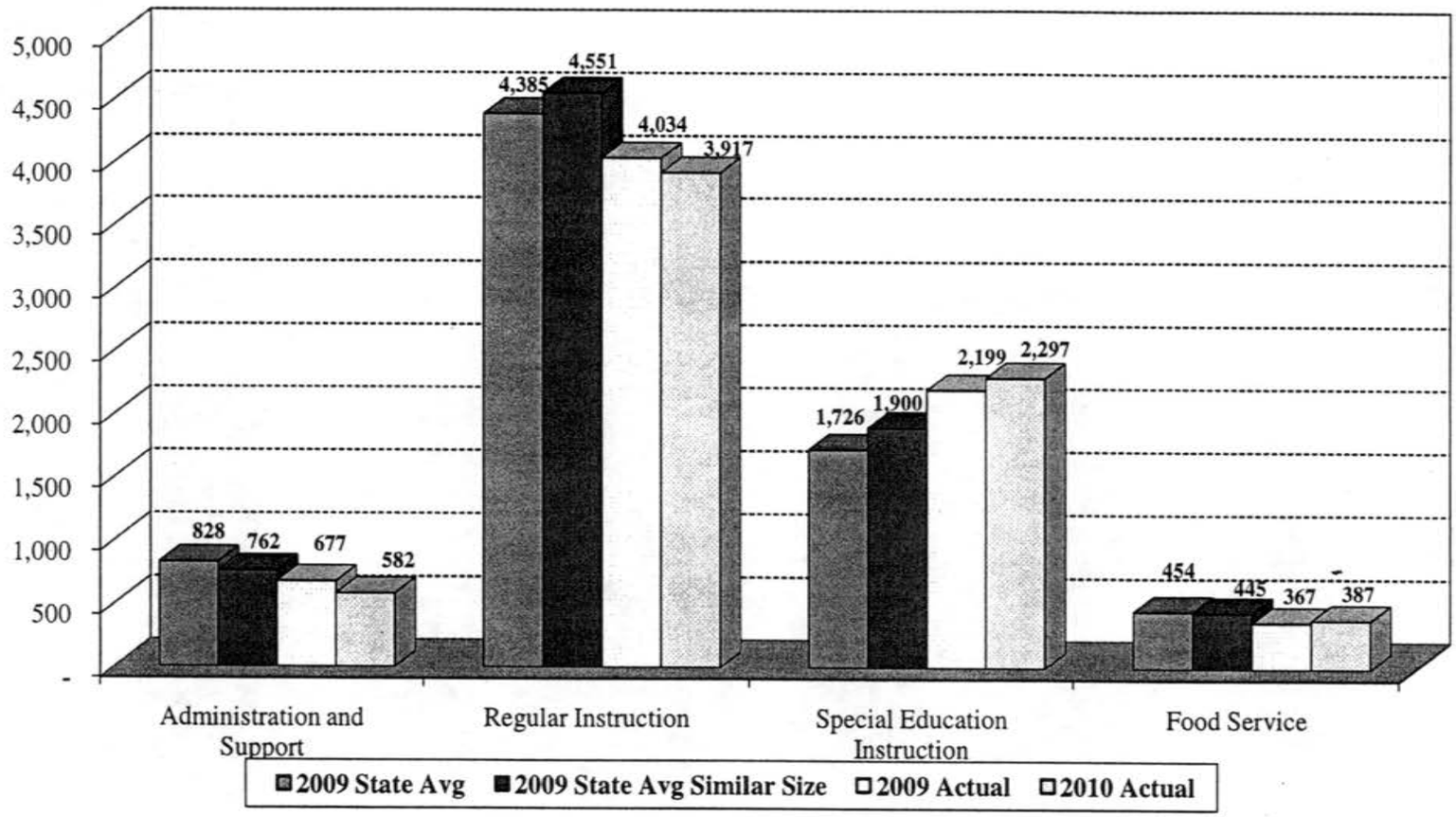
INDEPENDENT SCHOOL DISTRICT NO. 152
AVERAGE DAILY MEMBERSHIP



Adjusted ADM is students enrolled in the District.

Resident ADM is all students residing in the District regardless of where they attend school.

INDEPENDENT SCHOOL DISTRICT NO. 152
COST PER ADM SERVED (EXCLUDING OPEB BOND ISSUANCES IN 2009)



Legislative Update from the Minnesota Department of Education

- $51 per pupil unit transfer from operating capital to unreserved will not be allowed after FY10
- $500 million reduction in general education aid for FY10 (replaced with federal ARRA funds) was one-time – general education aid will be fully restored for FY11
- Waiver of 2% staff development set-aside is retained for FY10 and FY11
- State has a projected $5.8 billion shortfall for FY12-13 biennium
  - significant increase in general education funding is not likely
  - running out of shift opportunities – hard cuts and / or tax increases are more likely

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Governmental Accounting Standards Board (GASB) Update

GASB has issued statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions," a statement not yet implemented by the District. Statement No. 54 establishes criteria for classifying fund balances into specifically defined classifications and clarifies definitions for governmental fund types. This statement will be implemented at the District in the year ending June 30, 2011.

The Minnesota Department of Education has formed a GASB 54 Subcommittee to discuss the implementation of GASB Statement No. 54. The following update was in the July 2010 School Business Bulletin:

> "This Statement will not affect the calculation of fund balances; however, it will improve the usefulness of fund balance information as stated in the financial statements. Governing bodies will establish policies outlining the order in which resources are to be expended to meet financial obligations. This Statement establishes the following fund balance components: Nonspendable; Restricted; Committed; Assigned and Unassigned. The GASB 54 Subcommittee and Program Finance are in the initial stages of researching the Statement's impact on current Minnesota Legislation, federal reporting, school policies, financial reports and the UFARS manual."

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Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.037R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: November 1, 2010

SUBJECT: Canvass General Election School Board Returns and Election Resolution

Attached please find the Resolution Canvassing Returns of Votes of Independent School District #152 General Election and Resolution Authorizing Issuance of Certificates of Election and Directing School District Clerk to Perform Other Election Related Duties for the November 2, 2010 School Board election. This election was held in conjunction with the state general election.

Precinct summary information for the general election is available through the Clay County Auditor's office.

Suggested Resolution: Move to approve the Resolution Canvassing Returns of Votes of Independent School District #152 General Election and Resolution Authorizing Issuance of Certificates of Election and Directing School District Clerk to Perform Other Election Related Duties, as presented.

LAK:mde
Attachments

RESOLUTION CANVASSING RETURNS OF VOTES
OF INDEPENDENT SCHOOL DISTRICT NO. 152 GENERAL ELECTION

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

1. It is hereby found, determined and declared that the general election of the voters of the district held on November 2, 2010, was in all respects duly and legally called and held.

2. As specified in the attached Abstract and Return of Votes Cast, a total of 26,599 votes were cast by district voters at said election on the election of three (3) school board members for four-year term vacancies on the board caused by expiration of terms on the first Monday in January next following the general election. Votes were cast as follows:

Karin Dulski	5,901
Laurie Johnson	7,648
William K. "Bill" Tomhave	6,609
Kristine Thompson	6,292

3. Laurie Johnson, William K. "Bill" Tomhave, and Kristine Thompson, having received the highest number of votes, are elected to four-year terms beginning the first Monday in January, 2011.

4. The school district clerk is hereby authorized to certify the results of the election to the county auditor of each county in which the school district is located in whole or in part.

Attachment: Abstract & Return of Votes Cast

SCHOOL BOARD ELECTION (GENERAL) – Tuesday, November 2, 2010
THREE (4) FOUR-YEAR TERMS

CANVASS OF ELECTION RETURNS

PRECINCTS:	W1P1	W1P2	W1P3	W2P1	W2P2	W2P3	W3P1	W3P2	W3P3	W4P1	W4P2	W4P3	W4P4
Candidates:													
DULSKI, Karin L.	442	390	182	218	363	506	344	189	851	541	449	548	25
JOHNSON, Laurie	566	554	254	308	440	625	466	252	993	667	625	690	33
THOMPSON, Kristine	471	430	222	280	389	488	378	231	816	542	546	593	28
TOMHAVE, William K. "Bill"	455	404	202	283	398	512	447	268	1,042	614	537	591	26
Write-Ins	20	11	7	9	13	13	6	1	18	14	7	9	0
TOTAL VOTES CAST	1,954	1,789	867	1,098	1,603	2,144	1,641	941	3,720	2,378	2,164	2,431	112
Overvotes	3	0	0	3	0	3	0	0	3	3	0	6	0
Undervotes	890	974	855	810	1,022	1,180	1,092	832	1,560	1,192	1,337	1,226	95

SCHOOL BOARD ELECTION (GENERAL) – Tuesday, November 2, 2010
THREE (4) FOUR-YEAR TERMS

CANVASS OF ELECTION RETURNS

PRECINCTS:	Alliance Tn	Dilworth City	Elmwood Tn	Georgetown City	Georgetown Tn	Glyndon Tn	Holy Cross Tn	Kragnes Tn	Kurtz Tn	Moland Tn	Moorhead Tn	Morken Tn	Oakport Tn	Sabin City	TOTAL
Candidates:															
DULSKI, Karin L.	6	129	48	22	25	6	11	58	67	2	42	3	344	90	5,901
JOHNSON, Laurie	9	188	64	28	29	6	10	70	94	1	44	3	506	123	7,648
THOMPSON, Kristine	9	143	44	23	24	4	9	60	58	2	37	4	367	94	6,292
TOMHAVE, William K. "Bill"	10	140	47	11	27	7	7	63	61	1	42	3	330	81	6,609
Write-Ins	0	1	0	0	0	0	0	5	1	0	2	0	11	1	149
TOTAL VOTES CAST	34	601	203	84	105	23	37	256	281	6	167	13	1,558	389	26,599
Overvotes	0	3	0	0	0	0	0	0	0	0	0	0	6	0	30
Undervotes	35	401	187	33	63	10	11	200	118	0	94	5	860	199	15,281

RESOLUTION AUTHORIZING ISSUANCE OF CERTIFICATES
OF ELECTION AND DIRECTING SCHOOL DISTRICT CLERK
TO PERFORM OTHER ELECTION RELATED DUTIES

WHEREAS, the board has canvassed the general election for school board members held on November 2, 2010.

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

1. The chair and clerk are hereby authorized to execute certificates of election on behalf of the school board of Independent School District No. 152 to the following candidates:

a. Laurie Johnson
b. William K "Bill" Tomhave
c. Kristine Thompson

who have received a sufficiently large number of votes to be elected to fill vacancies on the board caused by expiration of terms on the first Monday in January next following the election, based on the results of the canvass.

2. The certificate of election shall be in substantially the form attached hereto.

3. After the time for contesting the election has passed and the candidates have filed all campaign financial reports required by Minnesota Statutes, Chapter 211A, the clerk of the school board is hereby directed to deliver the certificates to the persons entitled thereto personally or by certified mail.

4. The clerk is hereby directed to enclose with the certificate a form of acceptance of office and oath of office in substantially the form attached hereto.

CERTIFICATE OF ELECTION
(Full Four-Year Term)

This is to certify as follows:

1. The School Board of Independent School District No. 152 on November 8, 2010, canvassed the general election of school board members held on November 2, 2010.

2. _____ received the (largest/second largest/third largest number of votes cast for the office of school board member of Independent School District No. 152 for a full four-year term.

3. There are three full four-year term vacancies on the board caused by expiration of terms on the first Monday in January next following the election.

4. Therefore _____ is elected to the office of school board member of Independent School District No. 152 for a full four-year term beginning the first Monday in January, 2011 and expiring the first Monday in January, 2015.

By authority of the School Board of Independent School District No. 152, pursuant to resolution dated November 8, 2010.

Dated: _____ _____
Chair

Dated: _____ _____
Clerk

ACCEPTANCE OF OFFICE
AND OATH OF OFFICE

To: [The recipient of the Certificate of Election]

The following acceptance and oath of office must be filed with the school district clerk within 30 days of the date of mailing or personal service of the certificate of election.

ACCEPTANCE OF OFFICE

I hereby accept the office of school board member of Independent School District No. 152 for a term beginning the first Monday in January, 2011 and expiring the first Monday in January, 2015.

Date: _____ _____
Signature

STATE OF MINNESOTA)
)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by (name of candidate).

_____
Notary Public

OATH OF OFFICE

I swear/affirm that I will support the Constitution of the United States and of this state, and that I will discharge faithfully the duties of the office of school board member of Independent School District No. 152 to the best of my judgment and ability.

Date: _____ _____
Signature

STATE OF MINNESOTA)
)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by (name of candidate).

_____
Notary Public

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.038R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: November 1, 2010

SUBJECT: Canvass Special Election School Board Returns (Two-Year Seat) and Election Resolution

Attached please find the Resolution Canvassing Returns of Votes of Independent School District #152 Special Election and Resolution Authorizing Issuance of Certificates of Election and Directing School District Clerk to Perform Other Election Related Duties for the November 2, 2010 School Board special election. This election was held in conjunction with the state general election.

Precinct summary information for the special election is available through the Clay County Auditor's office.

Suggested Resolution: Move to approve the Resolution Canvassing Returns of Votes of Independent School District #152 Special Election and Resolution Authorizing Issuance of Certificates of Election and Directing School District Clerk to Perform Other Election Related Duties, as presented.

LAK:mde
Attachments

RESOLUTION CANVASSING RETURNS OF VOTES
OF INDEPENDENT SCHOOL DISTRICT NO. 152 SPECIAL ELECTION

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

1. It is hereby found, determined and declared that the special election of the voters of the district held on November 2, 2010, was in all respects duly and legally called and held.

2. As specified in the attached Abstract and Return of Votes Cast, a total of 10,766 votes were cast by district voters at said election on the election of one (1) school board member for a two-year term on the board to fill the vacancy in term expiring the first Monday in January, 2013. Votes were cast as follows:

Bryce Vincent Haugen	4,440
Sylvia Hernandez-Cruz	2,584
Trudy K. Wilmer	3,696

3. Bryce Haugen, having received the highest number of votes, is elected to the two-year term beginning when qualified.

4. The school district clerk is hereby authorized to certify the results of the election to the county auditor of each county in which the school district is located in whole or in part.

Attachment: Abstract & Return of Votes Cast

SCHOOL BOARD ELECTION (SPECIAL) – Tuesday, November 2, 2010
ONE (1) TWO-YEAR TERM

CANVASS OF ELECTION RETURNS

PRECINCTS:	W1P1	W1P2	W1P3	W2P1	W2P2	W2P3	W3P1	W3P2	W3P3	W4P1	W4P2	W4P3	W4P4
Candidates:													
HAUGEN, Bryce Vincent	322	335	157	161	276	371	221	148	591	383	371	382	17
HERNANDEZ-CRUZ, Sylvia	187	152	118	186	199	166	217	104	274	213	244	234	13
WILMER, Trudy K.	242	265	90	110	171	329	217	118	554	356	267	363	17
Write-Ins	7	4	1	1	3	4	2	1	4	5	4	3	0
TOTAL VOTES CAST	758	756	366	458	649	870	657	371	1,423	957	886	982	47
Overvotes	3	1	0	1	0	0	1	0	2	2	1	1	0
Undervotes	188	164	208	178	226	239	253	220	336	232	280	238	22

SCHOOL BOARD ELECTION (SPECIAL) – Tuesday, November 2, 2010
ONE (1) TWO-YEAR TERM

CANVASS OF ELECTION RETURNS

PRECINCTS:	Alliance Tn	Dilworth City	Elmwood Tn	Georgetown City	Georgetown Tn	Glyndon Tn	Holy Cross Tn	Kragnes Tn	Kurtz Tn	Moland Tn	Moorhead Tn	Morken Tn	Oakport Tn	Sabin City	TOTAL
Candidates:															
HAUGEN, Bryce Vincent	9	118	50	10	20	9	11	55	61	0	45	2	234	81	4,440
HERNANDEZ-CRUZ, Sylvia	2	67	15	9	11	0	1	12	13	0	5	1	112	29	2,584
WILMER, Trudy K.	1	73	34	15	16	2	4	48	38	2	20	2	298	44	3,696
Write-Ins	0	2	0	0	0	0	0	0	0	0	1	0	3	1	46
TOTAL VOTES CAST	12	260	99	34	47	11	16	115	112	2	71	5	647	155	10,766
Overvotes	0	0	0	0	0	0	0	0	0	0	0	0	1	0	13
Undervotes	11	75	31	5	9	0	0	37	21	0	16	1	160	41	3,191

RESOLUTION AUTHORIZING ISSUANCE OF CERTIFICATES
OF ELECTION AND DIRECTING SCHOOL DISTRICT CLERK
TO PERFORM OTHER ELECTION RELATED DUTIES

WHEREAS, the board has canvassed the special election held on November 2, 2010 for a school board member to fill the vacancy in term expiring the first Monday in January, 2013.

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

1. The chair and clerk are hereby authorized to execute a certificate of election on behalf of the school board of Independent School District No. 152 to the following candidate:

a. Bryce Vincent Haugen

who has received a sufficiently large number of votes to be elected to fill the board vacancy in term expiring the first Monday in January, 2013, based on the results of the canvass.

2. The certificate of election shall be in substantially the form attached hereto.

3. After the time for contesting the election has passed and the candidate has filed all campaign financial reports required by Minnesota Statutes, Chapter 211A, the clerk of the school board is hereby directed to deliver the certificate to the person entitled thereto personally or by certified mail.

4. The clerk is hereby directed to enclose with the certificate a form of acceptance of office and oath of office in substantially the form attached hereto.

CERTIFICATE OF ELECTION
(Unexpired Term Expiring January 7, 2013)

This is to certify as follows:

1. The School Board of Independent School District No. 152 on November 8, 2010, canvassed the special election of school board members held on November 2, 2010 in conjunction with the school district general election.

2. _____ received the largest number of votes cast for the office of school board member of Independent School District No. 152 for an unexpired term expiring the first Monday in January, 2013.

3. Therefore _____ is elected to the office of school board member of Independent School District No. 152 for an unexpired term expiring the first Monday in January, 2013.

By authority of the School Board of Independent School District No. 152, pursuant to resolution dated November 8, 2010.

Dated: _____ _____
Chair

Dated: _____ _____
Clerk

ACCEPTANCE OF OFFICE
AND OATH OF OFFICE

To: [The recipient of the Certificate of Election]

The following acceptance and oath of office must be filed with the school district clerk within 30 days of the date of mailing or personal service of the certificate of election.

ACCEPTANCE OF OFFICE

I hereby accept the office of school board member of Independent School District No. 152 for a term beginning when qualified and expiring the first Monday in January, 2013.

Date: _____ _____
Signature

STATE OF MINNESOTA)
)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by (name of candidate).

_____
Notary Public

OATH OF OFFICE

I swear/affirm that I will support the Constitution of the United States and of this state, and that I will discharge faithfully the duties of the office of school board member of Independent School District No. 152 to the best of my judgment and ability.

Date: _____ _____
Signature

STATE OF MINNESOTA)
)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by (name of candidate).

_____
Notary Public

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.039R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: November 1, 2010

SUBJECT: Canvass Special Election Operating Levy Referendum Returns

Attached please find the Resolution Canvassing Returns of Votes of Independent School District #152 Special Election and supporting documents for the November 2, 2010 election. This election was held in conjunction with the state general election.

Precinct summary information for the special election is available through the Clay County Auditor's office.

Suggested Resolution: Move to approve the Resolution Canvassing Returns of Votes of Independent School District #152 Special Election, as presented.

LAK:mde
Attachments

34

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

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 152 (Moorhead Area Public Schools), State of Minnesota, was duly held in said school district on November 8, 2010, at 7:00 o'clock p.m. for the purpose, in part, of canvassing a special election.

The following members were present:

and the following were absent:

Member _____ moved the adoption of the following resolution:

RESOLUTION CANVASSING RETURNS OF
VOTES OF INDEPENDENT SCHOOL DISTRICT #152 SPECIAL ELECTION

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

1. It is hereby found, determined and declared that the special election of the voters of this school district held on November 2, 2010, in conjunction with the state general election, was in all respects duly and legally called and held.

2. As specified in the attached Abstract and Return of Votes Cast, at said election a total of 12,995 votes were cast by district voters on the question of increasing the referendum revenue authorization of the school district for taxes payable in 2011 and thereafter (SCHOOL DISTRICT BALLOT QUESTION 1), of which 6,950 votes were in favor, 6,045 votes were against the same. Said proposition, having received the approval of at least a majority of such votes, is hereby declared to have carried.

3. The clerk is hereby directed to certify the results of the election to the county auditors of each county in which the school district is located in whole or in part. The clerk is also directed to report the results of the referendum revenue authorization election to the Commissioner of Education within fifteen (15) days of the date hereof.

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.

STATE OF MINNESOTA)
)SS
COUNTY OF CLAY)

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 152 (Moorhead Area Public Schools), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the school board of said school district duly called and held on the date therein indicated, so far as such minutes relate to canvassing the results of a special election of said school district, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this _____ day of November, 2010.

_____
Clerk

SCHOOL BOARD ELECTION (SPECIAL) – Tuesday, November 2, 2010
SCHOOL DISTRICT BALLOT QUESTION 1 - APPROVAL OF SCHOOL DISTRICT REFERENDUM REVENUE AUTHORIZATION

CANVASS OF ELECTION RETURNS

PRECINCTS:	W1P1	W1P2	W1P3	W2P1	W2P2	W2P3	W3P1	W3P2	W3P3	W4P1	W4P2	W4P3	W4P4
YES	385	362	260	370	503	555	520	369	951	621	659	639	29
NO	500	483	251	217	302	472	330	147	720	526	413	509	38
TOTAL VOTES	885	845	511	587	805	1,027	850	516	1,671	1,147	1,072	1,148	67
Overotes	0	0	1	0	0	0	0	0	0	0	0	0	0
Undervotes	64	76	62	50	70	82	61	75	90	44	95	73	2

37

SCHOOL BOARD ELECTION (SPECIAL) – Tuesday, November 2, 2010
SCHOOL DISTRICT BALLOT QUESTION 1 - APPROVAL OF SCHOOL DISTRICT REFERENDUM REVENUE AUTHORIZATION

CANVASS OF ELECTION RETURNS

PRECINCTS:	Alliance Tn	Dilworth City	Elmwood Tn	Georgetown City	Georgetown Tn	Glyndon Tn	Holy Cross Tn	Kragnes Tn	Kurtz Tn	Moland Tn	Moorhead Tn	Morken Tn	Oakport Tn	Sabin City	TOTAL
YES	5	90	34	7	20	5	6	54	47	1	19	1	349	89	6,950
NO	12	220	86	26	30	5	9	86	79	1	57	5	424	97	6,045
TOTAL VOTES	17	310	120	33	50	10	15	140	126	2	76	6	773	186	12,995
Overotes	0	0	0	0	0	0	0	0	0	0	1	0	0	0	2
Undervotes	6	25	10	6	6	1	1	12	7	0	10	0	35	10	973

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.032 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: November 2, 2010

SUBJECT: Enrollment Projections

Attached are the enrollment projections based on November 1, 2010 actual enrollment. These data, along with historical and projected Average Daily Membership (ADM), will be used for planning and staffing determinations in the coming months. The November 1, 2010 enrollment figure of 5,388 is 40 students above the projection of 5,348 made in November 2009. Compared to actual enrollment of 5,396 from November 1, 2009, the current year November 1 figure represents a decrease of 8 students.

The secondary grade with the largest enrollment is 6th with 435 students; the secondary grade with the smallest enrollment is 11th with 383 students. The elementary grade with the largest enrollment is 4th with 446 students; the elementary grade with the smallest enrollment is kindergarten with 387 students.

WAK:nls
Attachment

MOORHEAD AREA PUBLIC SCHOOLS
NOVEMBER 2010 ENROLLMENT PROJECTIONS
(Weighted Average Method)

GRADE	ACTUAL NOVEMBER 1 ENROLLMENT					11/1/10	PROJECTED ENROLLMENT						
	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	November 2009 Projection (2010-11)	Variance Between Actual and Projected
Kindergarten	378	421	381	397	417	387	385	390	390	395	395	385	2
Grade 1	411	401	432	405	402	432	399	396	402	402	407	419	13
Grade 2	360	414	393	428	407	421	441	407	404	410	410	409	12
Grade 3	368	359	415	398	440	396	425	445	410	408	413	430	-34
Grade 4	359	380	358	417	391	446	417	448	469	432	430	446	0
Grade 5	391	372	388	381	417	392	452	423	454	475	438	406	-14
Grade 6	353	422	374	401	397	435	403	465	435	467	489	421	14
Grade 7	419	367	423	377	405	420	443	411	474	444	476	399	21
Grade 8	446	431	373	429	384	413	425	449	416	480	449	396	17
Grade 9	438	463	436	399	446	397	402	414	437	405	467	388	9
Grade 10	446	430	465	445	395	442	399	403	415	438	407	427	15
Grade 11	461	460	422	482	419	383	424	383	387	399	421	389	-6
Grade 12	422	461	447	406	476	424	378	419	378	383	394	433	-9
												-	
Grades K-5	2267	2347	2367	2426	2474	2474	2518	2508	2529	2522	2493	2495	-21
Grades 6-8	1218	1220	1170	1207	1186	1268	1272	1325	1326	1391	1414	1216	52
Grades 6-12	2985	3034	2940	2939	2922	2914	2875	2944	2943	3016	3103	2853	61
Grades 9-12	1767	1814	1770	1732	1736	1646	1603	1619	1617	1625	1688	1637	9
Grades K-12	5252	5381	5307	5365	5396	5388	5394	5453	5472	5537	5596	5348	40
+/- Prior Year	-31	129	-74	58	31	-8	6	59	19	65	58		
% +/-	-0.58%	2.46%	-1.38%	1.09%	0.58%	-0.15%	0.10%	1.10%	0.35%	1.20%	1.05%		

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.040R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: November 1, 2010

SUBJECT: School Board Work Session

A School Board work session is recommended for Monday, December 13, 2010 at 5:30 p.m. in the Board Room 224 (PCE). Discussion items will include school district and board priorities.

Suggested Resolution: Move to approve Monday, December 13, 2010 at 5:30 p.m. to conduct a School Board work session to discuss school district and board priorities.

LAK:mde

5-MB-B05
22 Nov 2010

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

November 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. "We Are Proud"

   We Are Proud of Donna Norquay, American Indian home-school liaison, for being named the 2010 Outstanding American Indian Counselor (Secondary) of the Year by the Minnesota Indian Education Association. Norquay was selected for her 20 years of service in working with the district's American Indian secondary students. She serves as a cultural representative, sets up tutors, and helps the students and parents focus on and work toward graduation.

   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 the Dakota Medical Foundation/Dakota Medical Charities Grant - Pages 6-14

C. HUMAN RESOURCES MATTERS - Hiedeman
   (1) Approval of Resignations - Page 15
   (2) Approval of Change in Contract - Page 16
   (3) Approval of Other Leave of Absence - Page 17
   (4) 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. **TRUANCY INTERVENTION PROGRAM UPDATE**: Kovash
Page 19

4. **FIRST READING OF POLICIES**: Kovash
Pages 20-63

The School Board will conduct a first reading of the following policies: State and Federal Law Prohibiting Discrimination 102, School Board Member Development 203, School Board Public Hearings 212, 'We Are Proud' Guidelines 215, Out-of-State Travel by School

Board Members 216, Human Rights Committee 235, School District Administration 301, Equal Employment Opportunity Statement 401, Grievance Procedures for Equal Opportunity 402, Employment Disability Nondiscrimination 404, Family and Medical Leave 422, Equal Educational Opportunity 501, Prohibition of Harassment and Violence 570, and Student Dress and Appearance 577.

5. **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 _____

6. **OPEN PUBLIC MEETING**: Thompson

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

Moved by _____ Seconded by _____
Comments _____

7. **APPROVAL OF BUS DRIVER/BUS ASSISTANT MASTER AGREEMENT**:
Kazmierczak
Page 64

Suggested Resolution: Move to approve the Bus Driver/Bus Assistant Master Agreement for 2009-2011 as presented with the cost as follows:

Year	Cost	Percentage Increase
2009-10	$6.235	1.61%
2010-11	$11,982	3.04%
TOTAL	$18,217	4.65%

Moved by _____ Seconded by _____
Comments _____

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.05, Subdivision 3, for the purpose of conducting the Superintendent's annual evaluation.

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**

CALENDAR OF EVENTS

Event	Date	Time	Place
Activities Council	November 23	7 am	MHS
Technology Committee	November 23	3:45 pm	PCE
Joint Powers Committee	December 2	7 am	PCE
Asp PTAC	December 6	6:30 pm	Media Center
MHS PTAC	December 6	7 pm	Conf Rm
Staff Development Com	December 7	3:30 pm	PCE
Continuing Education Com	December 7	6:45 am	Village Inn
Horizon PTAC	December 7	6:30 pm	Media Center
Instr and Curr Adv Com	December 9	7 am	PCE
Spec Ed Parent Adv Com	December 9	12 pm	PCE
School Board Work Session	December 13	5:30 pm	PCE
School Board	December 13	7 pm	PCE
Reinertsen PTAC	December 14	6:30 pm	Media Center
Hopkins PTAC	December 14	6:30 pm	Media Center

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.035 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: November 16, 2010

SUBJECT: Dakota Medical Foundation Grant Award

Moorhead Area Public Schools (MAPS) has been awarded a grant from Dakota Medical Foundation (DMF)/Dakota Medical Charities to fund staff time to revise the district's wellness policy. The award amount is $3,000.

Dakota Medical Foundation has established an aggressive goal to reduce the childhood obesity rate in the Fargo-Moorhead metropolitan area by 10% by 2020. DMF will be working closely with school districts in the region over the next several years in a variety of ways, including helping districts either develop wellness policies or revise existing wellness policies, to implement changes resulting from the policy development, and to work with districts to continually strengthen policies through a regular review process.

Suggested Resolution: Move to approve the Dakota Medical Foundation/Dakota Medical Charities grant award of $3,000.

WAK:nls
Attachment

DMF
DAKOTA MEDICAL
FOUNDATION

GRANT AGREEMENT

by and between

DAKOTA MEDICAL FOUNDATION/DAKOTA MEDICAL CHARITIES and

GRANT PARTNER:	MOORHEAD PUBLIC SCHOOLS
ADDRESS:	2410 14 Street South Moorhead, MN 56560
CONTACT PERSON:	Wayne Kazmierczak
GRANT AMOUNT:	$3,000
PROJECT TITLE:	School Wellness Policy Development
PROJECT DESCRIPTION:	To fund staff time to develop a model school wellness policy as well as staff meeting time for persons serving on school wellness councils; provides for the establishment of a district-wide wellness council, school building wellness councils and planning to develop the model policy.
PROJECT START DATE:	October 1, 2010
PROJECT END DATE:	May 1, 2011
PAYMENT SCHEDULE:	November 15, 2010: $3,000
REPORT SCHEDULE AND REQUIREMENTS:	FINAL REPORT Due date: June 1, 2011 To include:

1. Copy of revised school wellness policy for each site that meets DMF's criteria for a model policy:
   The WellSAT School Wellness Policy Assessment Tool will be used to assess the comprehensiveness and strength of the wellness policy. The WellSAT assesses the following:
   1) Nutrition education and wellness promotion
   2) Standards for USDA school meals
   3) Nutrition standards for competitive and other foods and Beverages
   4) Physical education and physical activity
   5) Evaluation
   6) Measures: Total Comprehensive score = 85-90, Total Strength score = 60, Other Foods Strength score = 60, Phy. Ed. and Physical Activity Strength score = 40
2. Summary of grant expenditures including list of staff involved, hours per staff paid and rate paid.
3. Date new policy will be implemented.

THIS AGREEMENT ("Agreement") by and between Dakota Medical Foundation/Dakota Medical Charities ("Foundation") and **Moorhead Public Schools** ("Grant Partner") is effective on the **18th day of October, 2010** ("Effective Date").

The Foundation and the Grant Partner agree as follows:

I. USE OF GRANT FUNDS, GRANT CHANGES/AMENDMENTS

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

1. Grant Partner must expend the grant funds solely for tax exempt 501(c)(3) charitable and/or educational purposes and/or governmental purposes as defined by the U.S. Internal Revenue Code to carry out the project entitled **School Wellness Policy Development** as described in Grant Partner's application dated **October 1, 2010,** which is hereby incorporated into this Agreement. Grant funds shall only be expended in accordance with the specifications and time frame contained in the Grant Application.

2. No part of the grant shall be used:

   a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of Code section 4945(d)(1);
   b. To influence the outcome of any specific public election, or to carry on (directly or indirectly) any voter registration drive within the meaning of Code section 4945(d)(2);
   c. To make any grants which do not comply with the individual grant requirements of Code section 4945(d)(3) or the organizational grant requirements of Code section 4945(d)(4);
   d. To undertake any activity for any purpose other than a charitable purpose specified in Code section 170(c)(2)(b); or
   e. To provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity.

B. **Grant Changes/Amendments**.

1. Grant Partner shall notify the Foundation **prior to** deviations from the original application including, but not limited to, changes in: project purpose, timeline, budget, or personnel. Such amendments, changes, or modifications shall be effective only upon written approval by the Foundation. Failure to notify the Foundation of deviations may result in grant termination and repayment of any expenditures associated therewith.

2. The Grant Partner **is allowed** to implement a **ten-percent variance between budget line items** *without* Foundation approval. It is understood that the variance is an adjustment **between** budget line items only and will not increase the overall grant budget.

II. REPORTS

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

1. The Grant Partner agrees to submit interim and final reports to the Foundation according to the schedule set forth in this agreement including and without limitation: 1) a financial report comparing the amounts actually expended for each item with the budgeted amount approved by the Foundation and 2) a final report upon completion of the grant period. Grant Partners who fail to submit required reports will not be eligible for future funding from the Foundation.

2. Grant Partner shall also submit any other grant reports requested by the Foundation, within a reasonable time period, utilizing the format designated by the Foundation. Grant Partner shall also supply the Foundation with information necessary or desirable to permit the Foundation to review the grant's use and its effect on the public status of Grant Partner.

3. The Grant Partner understands that Foundation staff may schedule site visits as part of its regular monitoring and evaluation process.

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

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

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

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

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

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

III. TERMINATION AND REPAYMENT

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

B. **Repayment**.

1. If grants funds have not been completely expended by the project end date, the Grant Partner may return the unspent funds to the Foundation or provide an accounting of the unspent balance and a proposed plan to expend the remaining funds. If the Foundation does not approve the proposed plan to expend the grant funds beyond the original grant period, the Grant Partner agrees to repay the unspent balance within 30 days of written notice by the Foundation.

2. Within 30 days after demand by the Foundation, Grant Partner shall repay to the Foundation the amount requested to be repaid, including any interest earned thereon, in the event that the Foundation, in its sole discretion, determines that the Grant Partner:

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

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

IV. ACCOUNTING

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

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

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

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

V. GENERAL CONDITIONS

A. **Publicity/Acknowledgement**.

1. The Foundation encourages you to publicize this grant. The Grant Partner shall refer to the Foundation in any printed publicity related to the grant award or the project supported by the grant. However, please do not issue press releases, public announcements or news articles without first consulting the Foundation. The Foundation will review and approve or revise releases. Grant Partner agrees to make any reasonable changes suggested by the Foundation.

2. Foundation funding should be acknowledged on all graphic material, programs and other publications related to the project.

3. If representatives of your organization are interviewed by news media about activities supported by this grant, we would appreciate your citing the support of the Foundation.

4. Oral acknowledgement should be given at any event for which there is no printed material.

10

5. Please include in your grant reports copies of any coverage this grant receives in newspapers, newsletters, or other publications.

B. **Right to Use Name**.

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

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

1. All copyright interests in materials produced as a result of this grant are owned by the grant Partner. The Grant Partner grants to the Foundation a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use and license to others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.

2. The Grant Partner represents and warrants that the material produced by the Grant Partner under this grant will be original and not infringe upon any copyright or any other right of any other person, and has not previously been published.

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

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

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

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

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

I. **Qualifying Distribution**. The Grant Partner agrees to take such further actions reasonably requested by the Foundation, and to comply with the provisions of any future regulations promulgated under Code sections 4942 or 4945 that are applicable to the grant, to ensure that the grant: a) will constitute a "qualifying distribution" by the Foundation within the meaning of Code section 4942(g), b) will not constitute a "taxable expenditure" by the Foundation within the meaning of Code section 4945, and c) will not violate the USA Patriot Act (Public Law 107-56), Executive Order 13224, or any other applicable United States law, regulation, or order.

J. **Venue**. This Agreement is governed by the laws of the State of North Dakota.

VI. GRANT PARTNER'S TAX STATUS

A. Initial one of the following representations:

_____ Grant Partner hereby represents and warrants that it is exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended (the Code) and as described in Section 501(c)(3) of the Code, and that its determination letters from the Internal Revenue Service ("Service") are still valid and have not been revoked.

_____ Grant Partner hereby represents and warrants that it is a governmental entity operated for public purposes.

_____ Grant Partner is not exempt from federal income tax under Section 501(a) of the Code as described in Section 501(c)(3) of the Code, and is not a governmental entity for public purposes. Grant Partner hereby represents and warrants that its tax status is_____ (e.g. "exempt under Section 501(c)(6)" or "not exempt"). Grant Partner shall use the funds as required herein in support of the Foundation's exempt purposes.

B. Grant Partner shall notify the Foundation immediately if there is any pending or actual change in the Grant Partner's tax status.

By signing the space provided below, you represent and warrant that you have full power and authority to enter into this agreement and that your organization agrees to comply with the foregoing terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MOORHEAD PUBLIC SCHOOLS

By: _____
Signature of President/Executive Director
(or equivalent thereof) of Grant Partner

_____
(Please print name of above signature)

Title: _____

Date: _____

**DAKOTA MEDICAL FOUNDATION/
DAKOTA MEDICAL CHARITIES**

_____
Deb Watne, Grants Director

Date: _____

_____
J. Patrick Traynor, President

Date: _____

12

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

_____
(Please print name of above signature)

Title: _____

Date: _____



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

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

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

Potential Conflicts

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

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

_____

_____

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

_____ _____

Signature of President/Executive Director (or equivalent thereof) of Grant Partner — Date

_____ _____

Signature of President/Chair (or equivalent thereof) of the Board of Directors of Grant Partner — Date

14

Office of Human Resources

Moorhead Area Public Schools

Memo HR.11.042

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: November 15, 2010

SUBJECT: Resignation

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

Clare Kazmierczak	English as Second Language Teacher, S. G. Reinertsen Elementary, effective December 22, 2010.
Trish Floyd	Paraprofessional, High School, effective December 22, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Clare Kazmierczak and Trish Floyd as presented.

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.044

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: November 15, 2010

SUBJECT: Change in Contract

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

Stephanie Gruenberg	Food and Nutrition Server, 2.75 hours per day, $9.00 per hour to Food and Nutrition Assistant Server, S. G. Reinertsen Elementary, 2.75 hours per day, $12.15 per hour, effective November 9, 2010. (Replaces LuAnn Janssen)

SUGGESTED RESOLUTION: Move to approve the Change in Contract for Stephanie Gruenberg as presented.

16

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.045

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: November 15, 2010

SUBJECT: Other Leave of Absence

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

Denise Krabbenhoft	Paraprofessional, High School, effective January 3, 2011 until January 21, 2011.

SUGGESTED RESOLUTION: Move to approve the Other Leave of Absence for Denise Krabbenhoft pursuant to Article VIII, Section 7 of the Paraprofessionals' Master Agreeemnt.

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.042

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: November 15, 2010

SUBJECT: New Employees

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

Rebecca Hulst	Paraprofessional, EIS, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective November 8, 2010. (Replaces Marysol Quintero)
Christa Hagen	Lunchroom Supervisor, S. G. Reinertsen Elementary, 2.25 hours per day, $9.00 per hour, effective November 8, 2010. (Replaces Jennifer Hansen)
Rachel Simon	Food and Nutrition Server, High School, 2.75 hours per day, $9.00 per hour, effective November 16, 2010. (Replaces Mary Jaszkowiak)
Jane Sweeney	Paraprofessional, Robert Asp Elementary, B21(3) $14.26, 6.5 hours per day, effective November 29, 2010. (Replaces Mary Flickinger)

SUGGESTED RESOLUTION: Move to approve the employment of Rebecca Hulst, Christa Hagen, Rachel Simon and Jane Sweeney as presented.

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.044R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent LAK

DATE: November 16, 2010

SUBJECT: Truancy Intervention Program Update

Michael Ochoa, Truancy Intervention Program (TIP) Coordinator; Cheryl Duyson, Assistant Clay County Attorney; Dawn Tommerdahl, Clay County Collaborative Coordinator; members of the Village Family Service Center and Clay County Social Services; and family advocates will provide an update regarding the TIP program, family advocate program, social services, and the programs' future.

LAK:mde

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.045R

TO: School Board

FROM: Dr. Lynne A. Kovash, Superintendent

DATE: November 16, 2010

SUBJECT: First Reading of Policies

The School Board will conduct a first reading of the following policies: State and Federal Law Prohibiting Discrimination 102, School Board Member Development 203, School Board Public Hearings 212, 'We Are Proud' Guidelines 215, Out-of-State Travel by School Board Members 216, Human Rights Committee 235, School District Administration 301, Equal Employment Opportunity Statement 401, Grievance Procedures for Equal Opportunity 402, Employment Disability Nondiscrimination 404, Family and Medical Leave 422, Equal Educational Opportunity 501, Prohibition of Harassment and Violence 570, and Student Dress and Appearance 577.

LAK:mde
Attachments

State and Federal Law Prohibiting Discrimination

Type:	School Board Policy
Section:	100 SCHOOL DISTRICT
Code:	102
Adopted Date:	4/24/1984
Revised Date(s):	09/12/2005, 10/12/2009
Reviewed Date(s):	10/22/1990, 03/13/1995, 12/13/1999, 02/09/2004, 09/12/2005, 10/12/2009
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to outline the Moorhead Area Public Schools responsibility in complying with state and federal law regarding discrimination.

II. GENERAL STATEMENT

Moorhead Area Public Schools shall comply with federal and state law prohibiting discrimination and with the requirements imposed by or pursuant to regulations issued thereto, to the end that no person in the Moorhead Area Public Schools shall on the grounds of race, color, national origin, creed, religion, sex, marital status, age, limited English proficiency, sexual orientation, status with regard to public assistance, family care leave status, veteran status, or disability be excluded from any educational program or activity, or in employment, or recruitment, consideration, or selection therefore, including hiring, discharge, promotion, compensation, facilities or privileges of employment, whether full time or part time, under an educational program or activity for which the school is responsible. The Moorhead Area Public Schools also make reasonable accommodations for disabled employees and students.

Any inquiries concerning this policy may be referred to:

Office of the Superintendent
Probstfield Center for Education
2410 14th Street South
Moorhead, MN 56560
(218) 284-3330

The school district prohibits the harassment of any individuals for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the district's internal procedures for addressing complaints of harassment, please refer to the district's policy on harassment and violence.

III. REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination based on race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, status with regard to public assistance, or disability toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:
29 U.S.C. 794 et. seq. (B 504 of Rehabilitation Act of 1973, Title I and Title V of the Americans with Disabilities Act of 1990)
Minnesota Statute 123B.03 (Background Checks)
Minnesota Statute 43A.11 (Veteran's Preference)
Title VII. of the Civil Rights Act of 1964
Equal Pay Act of 1963
Age Discrimination in Employment Act of 1967
Civil Rights Act of 1991
Minnesota Statute 363 (Minnesota Human Rights Act)
29 U.S.C. 2615 (Family and Medical Leave Act)
38 U.S.C. 4301 et. seq. (Vietnam Era Veterans Readjustment Assistance Act)
38 U.S.C. 4211 et. seq. (Veterans Reemployment Rights Act)

Cross References:
Moorhead School Board Policy 401: Equal Employment Opportunity Statement
Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity
Moorhead School Board Policy 404: Employment Disability Nondiscrimination
Moorhead School Board Policy 410: Employment of Faculty and Staff
Moorhead School Board Policy 411: Veteran's Preference Hiring
Moorhead School Board Policy 501: Equal Educational Opportunity
Moorhead School Board Policy 502: Student Disability Nondiscrimination
Moorhead School Board Policy 570: Prohibition of Harassment and Violence

School Board Member Development

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	203
Adopted Date:	8/27/2001
Revised Date(s):	01/08/2007
Reviewed Date(s):	02/24/2003, 01/08/2007
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to recognize the need for continuing inservice and development for its members and to encourage members of the Moorhead School Board to participate in professional development activities designed for them so they can perform their responsibilities.

II. GENERAL STATEMENT ~~OF POLICY~~

A. All Moorhead School Board members are encouraged to participate in School Board and related workshops and activities sponsored by the local, state and National School Board Association (NSBA), as well as in activities of other educational groups. Funds for participation at such meetings will be allocated in the Annual Operating Plan as approved by the School Board.

B. School Board members are expected to report back to the School Board and share materials of interest gathered at various meetings and workshops.

C. New School Board members will be provided the opportunity and encouraged, as required by Minnesota Statute 123B.09 Subd. 2, to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School Board members shall receive training in school finance and management developed in consultation with MSBA. Board clerks, as required by Minnesota Statute 204B.25, will attend state/county auditor training meetings related to municipal/county/school board elections every two years.

D. Moorhead School Board members will be reimbursed for necessary expenses to attend meetings and conventions pertaining to school activities and objectives of the School Board within approved policy and budget allocations of the school district relating to reimbursement of expenses involving attendance at workshops and conventions. (See Moorhead School Board Policy 824: Reimbursement for Travel, Professional Meetings and Conferences.)

F. Attendance and selection of School Board members to attend the annual NSBA meeting

will be at the discretion of the School Board, with School Board members encouraged to attend one meeting during their term of office.

G. If the School Board determines it is in the interest of the school district to have School Board members attend other non-association state or additional national conferences as a School Board representative, reimbursement of expenses by the school district must be approved by the School Board.

Legal References:
Minnesota Statute 123B.09 Subd. 2 (School Board Member Training)
Minnesota Statute 204B.25 Subd. 4 (Training for Local Election Officials)

Cross-References:
Moorhead School Board Policy 216: Out-of-State Travel by School Board Members
Moorhead School Board Policy 722: School District Owned Vehicle Reservations
Moorhead School Board Policy 824: Reimbursement for Travel, Professional Meetings and Conferences

School Board Public Hearings

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	212
Adopted Date:	8/27/2001
Revised Date(s):	01/14/2008
Reviewed Date(s):	10/10/2005, 01/14/2008
Attached Files:	No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

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

III. PROCEDURES

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

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

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

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

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

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

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

Legal References:
Minnesota Statute 123A.15 (Education District Establishment)
Minnesota Statute 123A.30 (Agreements for Secondary Education)
Minnesota Statute 123B.51 (School Closings)
~~Minnesota Statute 275.065 (Truth and Taxation)~~

Cross References:
Moorhead School Board Policy 210: School Board Meeting Rules of Order
Moorhead School Board Policy 211: Open and Closed School Board Meetings

'We Are Proud' Guidelines

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	215
Adopted Date:	5/27/2003
Revised Date(s):	10/09/2006
Reviewed Date(s):	10/09/2006
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to establish guidelines for the "We Are Proud" portion of the Moorhead School Board meeting agenda.

II. GENERAL STATEMENT ~~OF POLICY~~

In order to recognize the accomplishments of the students and adults associated with Moorhead Area Public Schools, all suggestions of recipients should be forwarded to the District Communications Coordinator and/or the Superintendent's office for approval.

The following will serve as guidelines for recognition:

A. Students - Advisor(s)/coach(es)/teacher(s) will identify:

1. First place finishers at local or regional competitions.

2. State level qualifiers following the completion of the final competition, thus permitting state honors to also be recognized; and

3. Individual and/or student groups recognized for various regional or national awards or achievements.

B. Adults:

1. Peers identified by staff members, coaches, advisors, or School Board members that receive local, regional, state or national levels of achievement; or

2. Parents or community members that contribute significantly to the school district and the educational process.

Cross Reference:
Moorhead School Board Policy 213: School Board Meeting Agendas

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, 06/14/2010
Reviewed Date(s):	01/08/2007, 11/26/2007, 05/11/2009, 06/14/2010
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:
Minn. Stat. 123B.09, Subd. 2 (School Board Member Training)
Minn. Stat. 471.661 (Out-of-State Travel)
Minn. Stat. 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

Human Rights Committee

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	235
Adopted Date:	2/24/2003
Revised Date(s):	02/12/2007
Reviewed Date(s):	02/12/2007
Attached Files:	No Documents Found.

RECOMMENDATION IS TO DELETE POLICY.

~~I. PURPOSE~~

~~The purpose of this committee is to review and discuss multicultural, gender fair, disability sensitive concerns and issues and annually present a progress report related to the Moorhead Area Public Schools (ISD 152) Inclusive Education Plan for all learners to the Instruction and Curriculum Advisory Committee and to recommend appropriate revisions in the annual Moorhead Area Public Schools (ISD 152) Inclusive Educational Plan every six years.~~

~~II. GENERAL STATEMENT OF POLICY~~

~~A. Organization~~

~~The committee shall at a minimum consist of the following members: one (1) central office administrator; one (1) city-school liaison; one (1) home-school liaison; one (1) ESL educator; one (1) middle school student; one (1) high school student; two (2) parents; two (2) non-licensed staff; one (1) board member; one (1) elementary principal; one (1) secondary principal; one (1) elementary teacher; one (1) high school teacher; one (1) middle school teacher; one (1) Native American educator, and one (1) community representative. Efforts should be made to have this committee represent the diversity of the community.~~

~~B. Level of Authority~~

~~A recommending body to the district administration and Moorhead School Board through the Instruction and Curriculum Advisory Committee responsible to the Superintendent.~~

~~C. Communications~~

~~Each committee member will solicit input from the stakeholders they represent.~~

~~D. Schedule of Meetings~~

30

~~Meets quarterly on the dates identified at the initial meeting of the year which will be called by the Superintendent or designee.~~

~~Legal References:~~
~~Minnesota Statute 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)~~
~~Minnesota Statute Chapter 363A (Human Rights)~~
~~Minnesota Statute 626.556 et seq. (Reporting of Maltreatment of Minors)~~
~~Minnesota Statute 609.341 (Definitions)~~
~~42 U.S.C. 2000e et seq. (Title VII of the Civil Rights Act)~~

~~Cross References:~~
~~Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination~~
~~Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee~~
~~Moorhead School Board Policy 501: Equal Educational Opportunity~~
~~Moorhead School Board Policy 502: Student Disability Nondiscrimination~~
~~Moorhead School Board Policy 503: Student Parental, Family and Marital Status Nondiscrimination~~
~~Moorhead School Board Policy 570: Prohibition of Harassment and Violence~~

School District Administration

Type:	School Board Policy
Section:	300 DISTRICT ADMINISTRATION
Code:	301
Adopted Date:	8/27/2001
Revised Date(s):	10/09/2006
Reviewed Date(s):	09/09/2002, 10/09/2006
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the Moorhead School Board.

II. GENERAL STATEMENT ~~OF POLICY~~

A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to provide leadership and management which promotes quality educational programs and services within the context of the school district's goals and budget.

B. The School Board expects all activities related to the operation of the school district to be administered in a well-planned manner, conducted in an orderly fashion, consistent with the policies of the School Board, and conducted in an honest, respectful, and ethical tone.

C. The School Board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration accountable for sound management of the schools.

D. Although the School Board holds the Superintendent ultimately responsible for administration of the school district, the School Board also recognizes the Superintendent's authority to delegate ~~responsibility~~ authority to subordinate administrators. The School Board also recognizes the direct responsibility of building administrators for educational results and effective leadership at the school building level.

E. The School Board and school administration shall work together to share information and decisions that best serve the needs of Moorhead Area Public Schools' students within the financial and facility constraints that may exist.

Legal References:

Minnesota Statute 123B.143 (Superintendent)
Minnesota Statute 123B.147 (Principals)

Cross References:
Moorhead School Board Policy 310: School Superintendent
MSBA Service Manual, Chapter 3, Superintendent of Schools

Equal Employment Opportunity Statement

Type:	School Board Policy
Section:	400 EMPLOYEE/PERSONNEL
Code:	401
Adopted Date:	8/12/1980
Revised Date(s):	10/13/2008
Reviewed Date(s):	02/13/1990, 04/26/1994, 04/12/1999, 11/10/2003, 01/14/2008, 10/13/2008
Attached Files:	No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

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

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

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

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

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

III. REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who

reports alleged unlawful discrimination based on race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, status with regard to public assistance, or disability toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:
Minnesota Statute 363A (Minnesota Human Rights Act)
29 U.S.C. 621 et seq. (Age Discrimination in Employment Act)
29 U.S.C. 2615 (Family and Medical Leave Act)
38 U.S.C. 4301 et seq. (Employment and Reemployment Rights of Members of the Uniformed Services)
38 U.S.C. 4211 et seq. (Employment and Training of Veterans)
42 U.S.C. 2000e et seq. (Title VII of the Civil Rights Act)
42 U.S.C. 12101 et seq. (Equal Opportunity for Individuals with Disabilities)

Cross References:
Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity
Moorhead School Board Policy 404: Employment Disability Nondiscrimination
Moorhead School Board Policy 410: Employment of Faculty and Staff
Moorhead School Board Policy 411: Veteran's Preference Hiring
Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Grievance Procedures for Equal Opportunity

Type:	School Board Policy
Section:	400 EMPLOYEE/PERSONNEL
Code:	402
Adopted Date:	12/13/1983
Revised Date(s):	01/08/2007, 08/09/2010
Reviewed Date(s):	05/17/1988, 04/26/1994, 02/08/1999, 11/10/2003, 01/08/2007, 08/09/2010
Attached Files:	No Documents Found.

I. PURPOSE

The Moorhead Area Public Schools provides opportunity for students, parents, guardians of students, or school district employees to grieve matters pertaining to discriminatory practices. Where grievance procedures are established through master contracts/agreements with employee organizations, either this or the employee organization's procedure may be implemented to resolve the problem.

This procedure addresses itself to discriminatory acts or policies regarding race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, ~~and~~ status with regard to public assistance or disability. This procedure may be used as a complaint against an individual or the school district for alleged discriminatory acts in violation of state or federal statutes or school district policy. Nothing provided herein shall abridge or limit the right of any individual to seek enforcement of state and/or federal laws, or to be represented by counsel.

II. GENERAL STATEMENT

Section 1: Definition

Grievance: A complaint about an alleged violation, misinterpretation, or inequitable application of state and/or federal laws and regulations or school district policy and procedures affecting equality in the educational program and/or employment practices.

Grievant: Any student, parent or guardian of a student, or employee of the school district who believe(s) that ~~in the past ten (10) days~~ there is, or has been, a violation, misinterpretation or inequitable application of state and/or federal laws and regulations or school district policy and procedures affecting equality in the educational program and/or employment practices.

Respondent: Person, persons, or group named in grievance who allegedly discriminated.

36

Supervisor: Any administrator, i.e. Superintendent, Building Administrator, Assistant Principal, Assistant Superintendent, Human Resources Director, members of the Supervisor's bargaining unit, or Moorhead School Board.

Days: "Days" shall mean all weekdays, excluding Saturday, Sunday and days designated as holidays by state law.

Section 2: Waiver of Steps and Time Limits

~~The number of days indicated shall be the absolute maximum for initiating such a grievance.~~ The Moorhead Area Public Schools encourages grievants to initiate the procedure described in Section 4 as soon as possible after an alleged violation, misinterpretation, or inequitable application of state and/or federal laws and regulations or school district policy and procedures affecting equality in the education program and/or employment pactices occurs. Postmarks or dates or initialed receipts shall serve for counting days to comply with this grievance procedure. Communications must be transmitted through U.S. certified mail or hand delivered and witnessed. The parties, by mutual written agreement, may waive any step and extend any time limit in the grievance procedure. ~~If the grievant does not meet the time limits, the grievance will be considered forfeited.~~ If the respondent/supervisor does not respond within the time limits, the grievant may proceed to the next step immediately.

Section 3: Withdrawal

A grievance may be withdrawn by the grievant at any step.

Section 4: Procedure

The grievant should first make and attempt to resolve the complaint through open discussion with the respondent and/or respondent's immediate supervisor, building supervisor, or his/her designee. The discussion ~~must~~ should take place ~~within a twenty (20) day period from the time that~~ as soon as possible after the alleged incident ~~of discussion occurs~~. The informal complaint shall include the following information: (1) nature of the grievance; (2) facts, including dates, places, persons, and actions; and, (3) relief requested. If the grievance is not resolved in or with the Human Resources Department the informal discussion stage, the grievant may file a formal oral or written complaint (see Administrative Procedure 402.1: Discrimination Complaint Form) with the immediate supervisor of the respondent ~~within twenty-five (25) days from the date of the event giving rise to the complaint~~.

The formal complaint shall include the following information: (1) nature of the grievance; (2) facts including dates, places, persons, and actions; and, (3) relief requested. The formal written grievance shall be certified mailed or hand delivered and witnessed to the immediate supervisor of the respondent or the Human Resources Department who will determine whether the grievance is filed at the correct level. The grievant will be notified if the placement is not appropriate. If filed at the appropriate step, the supervisor will have five (5) days to respond,

during which time the supervisor and the Human Resources Director shall have held a conference with interested parties before the response will be sent to the next step.

If the grievant is not satisfied with the response of the previous step, an appeal may be filed with the Superintendent within a period of five (5) days following the supervisor's/Human Resources Director's response. The Superintendent will respond in the same manner as any other supervisor, and will render a decision and mail by certified mail or hand deliver with witness the response within the five (5) day period. A copy of the response will be sent to the district's Human Resources Director and, if applicable, to the School Board.

If the grievant is not satisfied with the response of the Superintendent, an appeal may be filed with the School Board within a five (5) day period following the Superintendent's response. The School Board will have the following options to consider the matter: 1) within 14 days, appoint an independent hearing officer; 2) within 14 days, appoint a subcommittee of the School Board to hear the grievance; or, 3) within 14 days, take the grievance to the full School Board to be considered at the next regularly scheduled School Board meeting unless the School Board is next scheduled to meet within seven (7) days of receipt of the grievance appeal.

The School Board decision shall be rendered within five (5) days of the hearing of the grievance. A copy of the response shall be sent to the Superintendent and to the district's Human Resources Director.

Nothing in this grievance procedure shall preclude the grievant from filing a complaint with any or all of the following agencies at any time:

MN Department of Human Rights
~~Army Corps of Engineers Centre~~
190 East 5th Street, Suite ~~704~~ 700
St. Paul, MN 55101
1-800-657-3704

U.S. Equal Employment Opportunity Commission
1801 L Street NW
Washington, D.C. 20507
(202) 663-4900

Equal Employment Opportunity Commission (Regional Office)
Reuss Federal Plaza
310 W. Wisconsin Avenue
Suite 800
Milwaukee, WI 53203-2292
1-800-669-4000

Equal Employment Opportunity Commission

330 2nd Avenue South, Suite ~~430~~ 720
Minneapolis, MN 55401-2224

612/335-4040

III. REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination based on race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, ~~and~~ status with regard to public assistance or disability, toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:
Minnesota Statute 363 (Minnesota Human Rights Act)
29 U.S.C. 621 et. seq. (Age Discrimination in Employment Act)
29 U.S.C. 2615 (Family and Medical Leave Act)
38 U.S.C. 4301 et. seq. (Vietnam Era Veterans Readjustment Assistance Act)
38 U.S.C. 4211 et. seq. (Veterans Reemployment Rights Act)
42 U.S.C. 2000e et. seq. (Title VII of the Civil Rights Act)
42 U.S.C. 12101 et. seq. (Americans with Disabilities Act)
20 U.S.C. 1681 et. seq. Title IX of the Education Amendments of 1972)

Cross References:
Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 401: Equal Employment Opportunity Statement
Moorhead School Board Policy 404: Employment Disability Nondiscrimination
Moorhead School Board Policy 410: Employment of Faculty and Staff
Moorhead School Board Policy 411: Veteran's Preference Hiring
Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Employment Disability Nondiscrimination

Type:	School Board Policy
Section:	400 EMPLOYEE/PERSONNEL
Code:	404
Adopted Date:	8/12/2002
Revised Date(s):	01/08/2007
Reviewed Date(s):	01/08/2007
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT ~~OF POLICY~~

A. Moorhead Area Public Schools shall not discriminate against qualified individuals with disabilities, because of the disabilities of such individuals, in regard to job application procedures, hiring, advancement, discharge, compensation, job training, or any other terms, conditions or privileges of employment.

B. Moorhead Area Public Schools shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.

C. Moorhead Area Public Schools shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.

D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy should contact ~~the Superintendent~~ his or her supervisor. They may be referred to the Human Resources Department or the appointed ADA/Section 504 coordinator. Moorhead Area Public Schools will work with otherwise qualified individuals with a disability in an effort to identify a reasonable accommodation. Examples of possible accommodations include modified work areas or schedules.

III. REPRISAL

40

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who requests an accommodation. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:
29 U.S.C. 794 et seq. (Rehabilitation Act of 1973, 504)
42 U.S.C., Ch. 126, Section 12112 (Americans with Disabilities Act)
29 C.F.R. Part 32
34 C.F.R. Part 104
Minnesota Statute Chapter 363A (Minnesota Human Rights Act)

Cross References:
Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 401: Equal Employment Opportunity Statement
Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity

Family and Medical Leave

Type:	School Board Policy
Section:	400 EMPLOYEE/PERSONNEL
Code:	422
Adopted Date:	6/11/2001
Revised Date(s):	10/13/2008, 12/14/2009
Reviewed Date(s):	02/28/2005, 02/13/2006, 06/11/2007, 01/14/2008, 10/13/2008, 12/14/2009
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and parenting leave as required by state statute.

II. GENERAL STATEMENT

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the ~~Family and Medical Leave Act of 1993 (~~FMLA~~)~~ and consistent with the requirements of the Minnesota ~~P~~parenting ~~L~~leave laws.

III. DEFINITIONS

A. ~~"Active duty" or "call to active duty" means a federal call to active duty as a member of the reserve components (Army National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve) or a retired member of the regular Armed Forces or reserve component in support of a contingency operation. For purposes of this policy, active duty or call to active duty status does not include members of the regular Armed Forces.~~ "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. 101(a)(13)(B).

~~B. "Contingency operation" means a military operation that is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against~~

~~an opposing military force or which results in the call or order to, or retention on, active duty of members of the uniformed services under federal law or any other provision of law during a war or during a national emergency declared by the President or Congress.~~

~~C. "Covered military member" means the employee's spouse, son, daughter, or parent on active duty or call to active duty status.~~

~~D~~B. "Covered servicemember" means:

1. a ~~current~~ member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or ~~incurred in the line of duty while on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.~~

2. a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

~~E~~C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

~~F~~D. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

E. "Outpatient status" means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

~~G~~F. "Quantifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to five days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member; and

8. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

G. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

H. "Veteran" has the meaning given in 38 U.S.C. 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave

1. Regular full-time and part-time employees who have been employed by the school district for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work

weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

a. birth of the employee's child and to care for such child;

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

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

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

e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call to order to covered active duty in the Armed Forces ~~, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation~~.

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

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

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

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. a "serious injury or illness," in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceeding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed

Forces) and that manifested itself before or after the member became a veteran.

~~5~~6. Eligible spouses employed by the school district are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition or because of the employee's own serious health condition.

~~6~~7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule leave based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

~~7~~8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

~~8~~9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present certification from a health care provider indicating that the employee is able to return to work.

~~9~~10. Requests for leave shall be made to the employee's supervisor and forwarded to the Department of Human Resources for processing. When leave relates to an employee's spouse, son, daughter, ~~or~~ parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. Employees must give 30 days written notice of a leave of absence where practicable. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

1~~0~~1. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status in support of a contingency operation and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying

exigency for which leave is requested.

1~~1~~2. During the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period), the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by ~~the school district~~ it.

1~~2~~3. ~~This policy applies to all family and medical leaves of absence including leaves that are covered under paid employment benefit plans or policies for any part of the 12 weeks leave to which the employee may be entitled under this policy. In other words, if an employee is entitled to both FMLA leave and paid leave under another benefit plan or policy, the employee is required to use all applicable paid leave plans or policies before unpaid leave; and the FMLA leave; and the paid leave will run concurrently.~~ The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in th administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The Superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the School Board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

1~~3~~4. Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period) are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

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

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

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

is separate and exclusive of the family and medical leave described in the preceding paragraphs.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall ~~only~~ be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.~~6~~ 7., IV.A.~~9~~10., IV.A.~~11~~ 12., IV.A.~~12~~13., and IV.A.~~13~~ 14. above shall apply to leaves under this section.

V. OTHER

A. The provisions of this policy are intended to comply with applicable law, including FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves

(if any) shall be followed.

VI. DISSEMINATION OF POLICY

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

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

Legal References:
Minnesota Statute 181.940-181.944 (Parenting Leave)
10 U.S.C. 101 *et seq*. (Armed Forces General Military Law)
29 U.S.C. 2601, *et seq*. (Family and Medical Leave Act)
38 U.S.C. 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross Reference:
Moorhead School Board Policy 423: Health Examination

Equal Educational Opportunity

Type:	School Board Policy
Section:	500 STUDENTS
Code:	501
Adopted Date:	12/16/1996
Revised Date(s):	02/09/2009
Reviewed Date(s):	04/23/2001, 02/28/2005, 02/09/2009
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of Moorhead Area Public Schools.

II. GENERAL STATEMENT

A. It is the school district's policy to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age. The school district also makes reasonable accommodations for disabled students.

B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to policy 570: Prohibition of Harassment and Violence.

C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.

D. It is the responsibility of every school district employee to comply with this policy conscientiously.

E. Any student, parent/guardian having any questions regarding this policy should discuss it with an appropriate school official. In addition, an inquiry or a complaint should be referred to the Department of Human Resources or the Superintendent.

III. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher,

administrator or other school personnel who retaliates against any person who reports alleged harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:
Minnesota Statute Ch. 363A (Minnesota Human Rights Act)
Minnesota Statute 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
42 U.S.C. 12101 et seq. (Americans with Disabilities Act)
20 U.S.C. 1681 et seq. (Title IX of the Education Amendments of 1972)

Cross References:
Moorhead School Board Policy 502: Student Disability Nondiscrimination
Moorhead School Board Policy 503: Student Parental, Family and Marital Status Nondiscrimination
Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Prohibition of Harassment and Violence

Type:	School Board Policy
Section:	500 STUDENTS
Code:	570
Adopted Date:	5/27/1986
Revised Date(s):	10/13/2008, 12/14/2009
Reviewed Date(s):	05/01/1990, 09/14/1993, 06/09/1997, 07/09/2001, 04/11/2005, 02/13/2006, 04/09/2007, 02/11/2008, 10/13/2008, 12/14/2009
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age. The Moorhead Area Public Schools prohibits any form of harassment and violence because of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age.

II. GENERAL STATEMENT

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

B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to inflict, threaten to inflict, or attempt to inflict harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age upon any pupil, teacher, administrator or other school personnel.

C. The Moorhead Area Public Schools will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

III. DEFINITIONS

A. For the purposes of this policy, race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age have the same meaning as defined by Minnesota and federal law.

B. Sexual Harassment; Definition

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

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

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

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

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

(a) unwelcome verbal harassment or abuse;

(b) unwelcome pressure for sexual activity;

(c) unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;

(d) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

(e) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

(f) unwelcome behavior or words directed at an individual or group because of gender.

~~B~~C. ~~Racial~~ Harassment; Definition

~~Racial h~~Harassment consists of physical or verbal conduct relating to an individual's race, color, creed, religion, national origin (including an individual's place of birth or any of the individual's lineal ancestors), sex, marital status, status with regard to public assistance,

disability, sexual orientation, age, family care leave status, or veteran status when the conduct:

(1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;

(2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

(3) otherwise adversely affects an individual's employment or academic opportunities.

~~C. National Origin Harassment; Definition~~

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

~~(1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;~~

~~(2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;~~

~~(3) otherwise adversely affects an individual's employment or academic opportunities.~~

~~D.~~ Religious Harassment; Definition

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

~~(1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;~~

~~(2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or~~

~~(3) otherwise adversely affects an individual's employment or academic opportunities.~~

~~E~~D. Sexual Violence; Definition

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

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

(a) touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;

(b) coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;

(c) coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or

(d) threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

~~F~~E. ~~Racial~~ Violence; Definition

~~Racial~~ For the purposes of this policy, violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race, color, creed, religion, national origin (including an individual's place of birth or any of the individual's lineal ancestors), sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

~~G. Sexual Orientation; Definition~~

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

~~H. National Origin Violence; Definition~~

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

~~I. Religious Violence; Definition~~

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

~~J~~F. Assault; Definition

Assault is:

(1) an act done with intent to cause fear in another of immediate bodily harm or death;

(2) the intentional infliction of or attempt to inflict bodily harm upon another; or

(3) the threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the victim of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age by a pupil, teacher, administrator or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party or complainant to use Administrative Procedure 570.1 available from the administrator of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the school district's Human Rights Officer (Director of Human Resources) or the Superintendent.

B. In each school building, the building administrator is the person responsible for receiving oral or written reports of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age at the building level. Any adult school district personnel who receives a report of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age shall inform the building administrator immediately.

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

D. In the district, the Moorhead School Board hereby designates the Director of Human Resources as the school district Human Rights Officer to receive reports or complaints of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age. If the complaint involves the Human Rights Officer (Director of Human Resources), the complaint shall be filed directly with the Superintendent.

E. The school district shall conspicuously post the name of the Human Rights Officer (Director of Human Resources), including mailing address and telephone number with this policy throughout each school building in areas accessible to pupils and staff.

F. Submission of a good faith complaint or report of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age will not affect the complainant or reporter's future employment, grades or work assignments.

G. Use of formal reporting forms is not mandatory.

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

V. INVESTIGATION

A. By authority of the school district, the Human Rights Officer (Director of Human Resources), upon receipt of a report or complaint alleging harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

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

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

D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age.

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

VI. SCHOOL DISTRICT ACTION

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

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

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

X. DISSEMINATION OF POLICY AND TRAINING

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

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

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

D. The content of this policy will be discussed annually with students and employees.

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

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

Legal References:
Minnesota Statute 120B.232 (Character Development Education)
Minnesta Statute 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
Minnesota Statute Chapter 363A (Minnesota Human Rights Act)
Minnesota Statute 626.556 *et seq*. (Reporting of Maltreatment of Minors)
42 U.S.C. 2000e *et seq*. (Title VII of the Civil Rights Act)

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

APPENDIX A

****ATTENTION****

MOORHEAD AREA PUBLIC SCHOOL DISTRICT 152 POLICY AGAINST HARASSMENT AND VIOLENCE RELATED TO RACE, COLOR, CREED, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, DISABILITY, STATUS WITH REGARD TO PUBLIC ASSISTANCE, SEXUAL ORIENTATION, AND AGE

1. Everyone at Moorhead Area Public Schools has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent harassment and violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age of any kind.

2. A harasser may be a student or an adult. Harassment may include the following when related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age:

a. name calling, joking or rumors;
b. pulling on clothing;
c. graffiti;
d. notes or cartoons;
e. unwelcome touching of a person or clothing;
f. offensive or graphic posters or book covers; or
g. any words (verbal, written or electronic) or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.

3. If you believe you have been the victim of any type of harassment you should report it to any school district official.

4. This report may be oral or you may also make a written report. It should be given to a teacher, counselor, the building administrator or the Human Rights Officer (Director of Human Resources).

5. Your right to privacy will be respected as much as possible.

6. The school district will investigate all reports of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age and the school district will take all appropriate actions based on the report.

7. The school district will also take action if anyone tries to intimidate you or take action to harm you because you have reported a concern.

8. This is summary of the school district policy against harassment and violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age. Complete policies are available in the building administrator's office and the Superintendent's Office and at the school district's Web site at www.moorhead.k12.mn.us.

Student Dress and Appearance

Type:	School Board Policy
Section:	500 STUDENTS
Code:	577
Adopted Date:	8/11/2003
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 enhance the education of Moorhead Area Public School K-12 students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT ~~OF POLICY~~

A. It is ~~t~~The policy of Moorhead Area Public Schools is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s)/guardian(s).

B. Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the weather.

2. Clothing that does not create a health or safety hazard.

3. Clothing appropriate for the activity (i.e., physical education or the classroom).

C. Inappropriate clothing includes, but is not limited to, the following:

1. "Short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.

2. Clothing bearing a message that is lewd, vulgar, or obscene.

3. Apparel promoting products or activities that are illegal for use by minors.

4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as

defined in Moorhead School Board Policy 570: Prohibition of Harassment and Violence.

5. Any apparel or footwear that would damage school property.

D. Hats or head coverings are not allowed in the building except with the approval of the building administrator (i.e., student undergoing chemotherapy; medical situations, religious purposes, class outside the building).

E. It is not the intention of this policy to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane or do not advocate violence or harassment against others.

F. "Gang," as defined in this policy, means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parent(s)/guardian(s) will be notified.

B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parent(s)/guardian(s).

C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References:
U. S. Const., ~~A~~amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
Stephenson v. Davenport Community Sch~~ool~~. Dist., 110 F.3d 1303 (8th Cir. 1997)
D.B. ex rel. Brogdon v. Lafen, 217 Fed.Appx. 518 (6th Cir. 2007)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
~~Harper v. Poway Unified School District, 445 F.3d 1166 (9th Cir. 2006)~~
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)

Hicks v. Halifax County Bd. of Educ., ~~No. 98-CV-981-BR (E.D.N.C. 1999)~~ 93 F.Supp.2d 649 (E.D. N.C. 1999)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F. Supp. 1415~~, 78 Educ. L.Rep. 828~~ (W.D. Okla. 1992)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F. Supp. 822~~0~~, 44 Educ. L. Rep. 205 (N.D. Ill. 1987)

Cross References:
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 551: Student Discipline

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.047

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: November 17, 2010

SUBJECT: Bus Driver/Bus Assistant Master Agreement

A new two-year contract was successfully negotiated with Bus Driver/Bus Assistants for the period of July 1, 2009 through June 30, 2011.

Language changes to the new contract were made to the following Articles of the contract:

1. Article VI. Rate of Pay, Section 1 and Section 5
2. Article VII. Group Insurance, Section 6
3. Article VIII. Leaves of Absence, Section 1

The financial settlement for the two-year contract is as follows:

Year	Cost	Percentage Increase
2009-2010	$6,235	1.61%
2010-2011	$11,982	3.04%
TOTAL	$18,217	4.65%

SUGGESTED RESOLUTION: Move to approve the Bus Driver/Bus Assistant Master Agreement for 2009-2011 as presented with the cost as follows:

Year	Cost	Percentage Increase
2009-2010	$6,235	1.61%
2010-2011	$11,982	3.04%
TOTAL	$18,217	4.65%

S-MG-BOS
13 Dec 2010

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

December 13, 2010
5:30 p.m.

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

ATTENDANCE:

Karin Dulski _____	Mike Siggerud _____
Lisa Erickson _____	Kristine Thompson _____
Cindy Fagerlie _____	Bill Tomhave _____
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. **FOCUS AREAS/DISTRICT IMPROVEMENT PLAN**: Kovash

3. **PRIORITY AREAS**: Kazmierczak

4. **SCHOOL BOARD ORGANIZATION**: Thompson

5. **REVIEW OF POLICIES**: Kovash
   Pages 4-14

6. **OTHER**

7. **ADJOURNMENT**

CALENDAR OF EVENTS

Event	Date	Time	Place
Reinertsen PTAC	December 14	6:30 pm	Media Center
Hopkins PTAC	December 14	6:30 pm	Media Center
Winter Break Begins	December 22		
K-12 Classes Resume	January 3		
Asp PTAC	January 3	6:30 pm	Media Center
MHS PTAC	January 3	7 pm	Conf Room
Continuing Educ Com	January 4	3:30 pm	PCE
Horizon PTAC	January 4	6:30 pm	Media Center
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Joint Powers Committee	January 6	7 am	City Hall
School Board	January 10	7 pm	PCE
Hopkins PTAC	January 11	6:30 pm	Media Center
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MSBA Leadership Conference	January 12-14		Minneapolis
Instr and Curr Adv Com	January 13	7 am	PCE
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Early Chldhd Adv Com	January 13	6:30 pm	PCE
Interagency Early Interv Com	January 19	12 pm	FSC
School Board	January 24	7 pm	PCE
Activities Council	January 25	7 am	MHS
Technology Committee	January 25	3:45 pm	PCE

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.065R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: December 8, 2010

SUBJECT: Review of Policies

Attached please find the policies, School Board Evaluation 204, School Board Conflict of Interest 205 and School Board Code of Ethics 206, for your review.

Discussion will be held related to updating the policies as part of the policy review cycle.

LAK:mde
Attachments

4

School Board Evaluation

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	204
Adopted Date:	6/28/1983
Revised Date(s):	01/24/2005
Reviewed Date(s):	05/12/1992, 06/09/1997, 04/23/2001, 01/24/2005
Attached Files:	No Documents Found.

I. PURPOSE

The Moorhead School Board believes and has directed that every person employed by the Moorhead Area Public School District has systematic performance reviews and thus the school board desires to model this belief by having a review of its own performance.

II. GENERAL STATEMENT ~~OF POLICY~~

The Moorhead School Board believes that the personal and professional growth of its members and the individual and collective performance by board members of their role affects the quality of education in Moorhead and the daily operation of the school district.

The performance evaluation shall be performed in accordance with the following guidelines and may include feedback from the district stakeholders:

A. Board members should know the standards against which they will be evaluated. They will be involved in the development of the standards.

B. The evaluation instrument designed for the board will be completed by each board member and others as determined by the board and the results tabulated.

C. The evaluation should take place a minimum of once a year with all board members present.

D. The school board should not limit itself to those items which appear in the evaluation. No terms or set guidelines should encompass the totality of a school board's responsibility.

School Board Conflict of Interest

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	205
Adopted Date:	9/23/2002
Revised Date(s):	10/09/2006
Reviewed Date(s):	10/09/2006
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflict of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT ~~OF POLICY~~

It is the policy of the Moorhead School Board to contract for goods and services in conformance with statutory conflict of interest laws and do so in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the Moorhead School Board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations which may exist on goods and services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. A School Board member who is authorized to take part in any manner in making any sale, lease or contract in his or her official capacity shall not voluntarily have personal financial interest in that sale, lease, or contract or personally benefit financially.

B. In the following circumstances, however, the School Board may as an exception, by unanimous vote, contract for goods or services with a School Board member of the school district:

1. In the designation of a bank or savings association, in which a School Board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with MN Statute Ch. 118A. Any School Board member having said interest shall disclose that interest and the interest shall be entered in the minutes of the School Board. Disclosure should be made when a bank or savings association is first designated as a depository or source of borrowing, or when such School Board member is elected, whichever is later. Disclosure serves as notice of the interest and must only be made once;

2. The designation of an official newspaper or publication of matters therein, in which the School Board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the School Board member is a shareholder or stockholder, but not an officer or manager;

4. A contract in which competitive bids are not required by law~~;~~. ~~C.~~ A contract made ~~pursuant to the aforementioned~~ under this exceptions ~~is~~ are observed~~.~~:

~~1~~a. The School Board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

~~2~~b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution when the facts of the emergency are also stated.

~~3~~c. Before a claim is paid, the interested School Board member must file with the clerk of the School Board an affidavit stating:

~~a~~(1). The name of the School Board member and the office held;
~~b~~(2). An itemization of the goods or services furnished;
~~c~~(3). The contract price;
~~d~~(4). The reasonable value;
~~e~~(5). The interest of the School Board member in the contract; and
~~f~~(6). That to the best of the School Board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A School Board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

6. ~~A School Board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that School Board member under that contract or employment relationship, will not exceed $8,000 in that fiscal year. If the School Board member does not receive majority approval to be initially employed or to continue in employment at a meeting where all School Board members are present, that employment must be immediately terminated and the School Board member will have no further rights to employment while serving as a School Board member in the school district.~~ In the following circumstances, the School Board may as an exception, by majority vote at a meeting where all School Board members are present, contract for services with a school

board member of the school district: A School Board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by the School Board member under that contract or employment relationship, will not exceed $8,000 in that fiscal year. If the School Board member does not receive majority approval to be initially employed or to continue in employment at a meeting where all School Board members are present, that employment must be immediately terminated and that School Board member will have no further rights to employment while serving as a School Board member in the school district.

C. The School Board may contract with a class of school district employees, such as teachers or custodians, where the spouse of a School Board member is a member of the class of employees contracting with the School Board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. In order for the School Board to invoke this exception, it must have a majority of disinterested School Board members vote to approve the contract, direct the School Board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting where the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

A. The Moorhead School Board can hire or dismiss teachers only at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full School Board.

B. The School Board may not employ any teacher related by blood or marriage, within the fourth degree, computed by the civil law, to a School Board member except by a unanimous vote of the full School Board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A Moorhead School Board member with personal financial interest in the sale, lease or contract with the school district which was entered before the School Board member took office and presents an actual or potential conflict of interest, shall immediately notify the School Board of such interest. It shall thereafter be the responsibility of the School Board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the School Board may enter into or renew such sale, lease or contract only if it falls within on the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the Moorhead School Board. Any School Board member who has an actual or potential conflict shall notify the School Board of such conflict immediately. The School Board member shall thereafter cooperate with the School Board as necessary for the School Board to make its determination.

Legal References:
Minnesota Statute 122A.40, Subd. 3 (Teacher Hiring, Dismissal)
Minnesota Statute 123B.195 (Board Member's Right to Employment)
Minnesota Statute 471.87 (Public Officers: Interest in Contract; Penalty)
Minnesota Statute 471.88 Subds. 2, 3, 4, 5, 12, ~~and~~ 13, and 21 (Exceptions)
Minnesota Statute 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References:
Moorhead School Board Policy 201: School Board Legal Status
Moorhead School Board Policy 206: School Board Code of Ethics
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

School Board Code of Ethics

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	206
Adopted Date:	8/12/2002
Revised Date(s):	10/09/2006
Reviewed Date(s):	10/09/2006
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to assist the ~~Moorhead~~ individual School Board member~~s~~ in ~~recognizing~~ understanding ~~the~~ his or her role ~~of individual~~ as part of a School Board ~~members~~ and in recognizing the contribution that each member must make to develop an effective and responsible School Board.

II. GENERAL STATEMENT ~~OF POLICY~~

Each School Board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE MOORHEAD SCHOOL BOARD, I WILL:

1. ~~Listen to students, parents, employees, administrators, and community stakeholders, as well as to my colleagues on the School Board.~~
Attend School Board meetings.

2. Come to the meetings prepared for discussion of the agenda items.

3. Listen to the opinions and views of others (including, but not limited to, other School Board members, administration, staff, students, and community members).

4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.

5. Support the decision of the School Board, even if my position concerning the issue was different.

6. Recognize the integrity of my predecessors and associates and appreciate their work.

~~3. Appreciate the merit of their work.~~
47. Be primarily motivated ~~only~~ by a desire to ~~serve~~ provide the best possible education for the ~~pupils~~ students of ~~this~~ my school district.

~~5~~8. ~~Attempt to~~ ~~i~~Inform myself ~~on~~ about the proper duties and functions of a School Board member.

~~6. Recognize that it is my responsibility, together with other School Board members to see that the schools are properly run, not to run them myself.~~
~~7. Work through administration employees of the School Board--not over or around them.~~
~~8. Recognize that school business may be legally transacted only in an open meeting of the School Board.~~
~~9. With opportunity to express my opinion during a meeting, I will support the results of a majority vote taken by the School Board.~~

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. ~~Perform under~~ Focus on education ~~policies unless necessity requires otherwise~~ policy as much as possible.

2. ~~Function in meeting the legal responsibility that is mine as part of a policy-forming body--not as an administrative officer.~~
Remember my responsibility is to set policy - not to implement policy.

3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.

4. Recognize that my responsibility, exercised through the actions of the School Board as a whole, is to see that the schools are properly run - not to run them myself.

5. Work through the Superintendent - not over or around the Superintendent.

6. Delegate the implementation of School Board decisions to the Superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.

2. Recognize that authority rests with the School Board in legal session - not with the individual members of the School Board except as authorized by law.

3. Make no disparaging remarks, in or out of School Board meetings, about other members of the School Board or their opinions.

4. R~~ecognize that to promise in advance of a meeting~~ Keep an open mind about how I will vote on any proposition ~~is to close my mind and agree not to think through other points of~~

~~view which may be presented to the meeting~~ until the board has met and fully discussed the issue.

5. Make decisions by voting in School Board meetings ~~only~~ after all sides of debatable questions have been presented.

6. ~~Delegate details of School Board action to administrative employees.~~

~~7.~~ Insist that ~~special~~ committees be appointed ~~as necessary which will~~ to serve only in an advisory capacity to the School Board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.

2. Attempt to obtain adequate financial support for the school district's programs.

3. ~~Interpret the needs and attitudes of the community and do my best to translate them into the educational program of the school district.~~

~~4. Consider it an important responsibility to interpret the educational program of the school as it relates to the needs of the community.~~

~~5.~~ Insist that business transactions of the school district be ~~on an~~ ethical~~,~~ and open~~, and above board basis~~.

4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the Superintendent responsible for the administration of the school district.

2. Give the Superintendent authority commensurate with ~~the responsibility~~ his or her responsibilities.

3. Assure that the school district will be administered by the best professional personnel available.

4. Consider the recommendation of the Superintendent in ~~the appointment of~~ hiring all employees.

5. Participate in School Board action after considering the recommendation of the Superintendent and only after the Superintendent has furnished adequate information

supporting the recommendation.

6. ~~Expect~~ Insist the Superintendent ~~to~~ keep the School Board adequately informed at all times.

7. ~~Spend adequate time in School Board meetings on educational policies.~~

~~8. Give~~ Offer the Superintendent counsel and advice.

~~9~~8. Recognize the status of the Superintendent as ~~an~~ the chief executive officer and a non-voting, ex officio member of the School Board.

~~10~~9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole School Board for proper referral according to the chain of command.

1~~1~~0. Present any personal criticisms of employees to the Superintendent.

1~~2~~1. Provide support for the Superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OPERATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my ~~function~~ work as a School Board member.

2. Comply with all school district policies as adopted by the School Board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal ~~and state~~ agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the School Board.

5. Avoid conflicts of interest and refrain from using any School Board position for personal gain.

6. Take no private action that will compromise the School Board or administration.

7. Guard the confidentiality of information that is protected under applicable law.

Legal References:
Minnesota Statute 123B.02 Subd. 1 (School District Powers)
Minnesota Statute 123B.09 (School Board Powers)

Minnesota Statute 123B.143 Subd. 1 (Superintendent)

Cross References:
Moorhead School Board Policy 201: School Board Legal Status
Moorhead School Board Policy 310: School Superintendent
MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

S-MA-BOS
13 Dec 2010

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

December 13, 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 Nicole Wiesner, Moorhead High School girls soccer head coach, and Ryan DeJong, girls soccer assistant coach, for being honored by the Minnesota Soccer Coaches Association. Wiesner was recognized as the Section 8 Girls Soccer Coach of the Year, and DeJong was named Assistant Girls Soccer Coach of Year for Section 8.

   We Are Proud of the Moorhead High School volleyball team for winning the 8AAA section tournament and qualifying for the state tournament. The Spuds lost in the consolation round, finishing the season with a 18-13 record. Cory Gilbertson was

named to the All-State Honorable Mention team and Keleigh Van Dyke was named to the Academic All-State team. Team members are Ciara Olsen, Lauren Funk, Abby Tietz, Sarah Gerber, Cory Gilbertson, Stephanie Ussatis, Chalsey Falk, McKinzie Ernst, Taylor Baldwin, Lexi Johnson, Laura Holsen, Maddie Swanson, Tiffany Swanson and Keleigh Van Dyke. Head coach is Char Lien and assistant coaches are Amy Bjerke, Diana Dykema and Michele Johnson.

We Are Proud of Moorhead High School student Garrett Schroeder who received his Eagle Scout rank on Nov. 11. Schroeder's Eagle Scout service project was storm drain education. He worked with River Keepers to mark storm drains and inform residents about how anything that goes down storm drains ends up in the Red River. He led a group of scouts and parents in handing out door hangers with information, and he gave a presentation to the troop about his project and the impact it had on the area. Schroeder's scoutmaster is Jack Sculthorp of Troop 637.

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 November 8 and 22, 2010 Meeting Minutes - Pages 9-16

B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak
   (1) Approval of December Claims - Page 17
   (2) Acceptance of Donation - Page 18
   (3) Approval of City of Moorhead Lease Agreement - Pages 19-29

C. HUMAN RESOURCES MATTERS - Hiedeman
   (1) Approval of Resignations - Page 30
   (2) Approval of Change in Contracts - Page 31

(3) Approval of Family/Medical Leaves - Page 32
(4) Approval of New Employees - Page 33

D. LEARNER SUPPORT SERVICES MATTERS - Skarvold
(1) Approval of American Indian Education Transmittal of Resolution Renewal - Pages 34-45
(2) Approval of Clay County Interagency Purchase of Services Agreement - Pages 46-52

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

Moved by _____ Seconded by _____
Comments _____

3. **APPROVAL OF MOORHEAD HIGH SCHOOL COURSE PROPOSALS**: Kazmierczak
Pages 53-76

Suggested Resolution: Move to approve the addition of Principles of Engineering and Mandarin Chinese at Moorhead High School.

Moved by _____ Seconded by _____
Comments _____

4. **APPROVAL OF CERTIFICATION OF FINAL 2010 PAYABLE 2011 PROPERTY TAX LEVY**: Kazmierczak
Pages 77-78

Suggested Resolution: Move to approve the certification of the final 2010 Payable 2011 Property Tax Levy in the amount of $13,580,220.22.

Moved by _____ Seconded by _____
Comments _____

5. **APPROVAL OF POLICY**: Kovash
Pages 79-81

Suggested Resolution: Move to approve the policy, State and Federal Law Prohibiting Discrimination 102, as presented.

Moved by _____ Seconded by _____
Comments _____

6. **APPROVAL OF POLICY**: Kovash
Pages 82-84

Suggested Resolution: Move to approve the policy, School Board Member Development 203, as presented.

Moved by _____ Seconded by _____
Comments _____

7. **APPROVAL OF POLICY**: Kovash
Pages 85-87

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

Moved by _____ Seconded by _____
Comments _____

8. **APPROVAL OF POLICY**: Kovash
Pages 88-89

Suggested Resolution: Move to approve the policy, 'We Are Proud' Guidelines 215, as presented.

Moved by _____ Seconded by _____
Comments _____

9. **APPROVAL OF POLICY**: Kovash
Pages 90-92

Suggested Resolution: Move to approve the policy, Out-of-State Travel by School Board Members 216, as presented.

Moved by _____ Seconded by _____
Comments _____

10. **APPROVAL OF POLICY**: Kovash
Pages 93-95

Suggested Resolution: Move to approve the policy, Human Rights Committee 235, as presented.

Moved by _____ Seconded by _____
Comments _____

11. **APPROVAL OF POLICY**: Kovash
Pages 96-98

Suggested Resolution: Move to approve the policy, School District Administration 301, as presented.

Moved by _____ Seconded by _____
Comments _____

12. **APPROVAL OF POLICY**: Kovash
Pages 99-101

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

Moved by _____ Seconded by _____
Comments _____

13. **APPROVAL OF POLICY**: Kovash
Pages 102-106

Suggested Resolution: Move to approve the policy, Grievance Procedures for Equal Opportunity 402, as presented.

Moved by _____ Seconded by _____
Comments _____

14. **APPROVAL OF POLICY**: Kovash
Pages 107-109

Suggested Resolution: Move to approve the policy, Employment Disability Nondiscrimination 404, as presented.

Moved by _____ Seconded by _____
Comments _____

15. **APPROVAL OF POLICY**: Kovash
Pages 110-118

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

Moved by _____ Seconded by _____
Comments _____

16. **APPROVAL OF POLICY**: Kovash
Pages 119-121

Suggested Resolution: Move to approve the policy, Equal Educational Opportunity 501, as presented.

Moved by _____ Seconded by _____
Comments _____

17. **APPROVAL OF POLICY**: Kovash
Pages 122-131

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

Moved by _____ Seconded by _____
Comments _____

18. **APPROVAL OF POLICY**: Kovash
Pages 132-135

Suggested Resolution: Move to approve the policy, Student Dress and Appearance 577, as presented.

Moved by _____ Seconded by _____
Comments _____

19. **APPROVAL OF MAJOR MAGNITUDE FIELD TRIP REQUEST - CHOIR TRIP TO WASHINGTON, D.C.**: Kazmierczak
Pages 136-145

Suggested Resolution: Move to approve the Major Magnitude Field Trip request for Moorhead High School choir students to travel to Washington, D.C. March 13, 2012 through March 18, 2012.

Moved by _____ Seconded by _____
Comments _____

20. **SUPERINTENDENT'S CONTRACT**: Thompson
Page 146

Suggested Resolution: Move to approve the July 1, 2011 - June 30, 2014 Superintendent's Contract for Dr. Lynne A. Kovash.

Moved by _____ Seconded by _____
Comments _____

21. **SUPERINTENDENT'S ANNUAL EVALUATION**: Thompson

22. **COMMITTEE REPORTS**

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

24. **ADJOURNMENT**

CALENDAR OF EVENTS

Event	Date	Time	Place
Reinertsen PTAC	December 14	6:30 pm	Media Center
Hopkins PTAC	December 14	6:30 pm	Media Center
Winter Break Begins	December 22		
K-12 Classes Resume	January 3		
Asp PTAC	January 3	6:30 pm	Media Center
MHS PTAC	January 3	7 pm	Conf Room
Continuing Educ Com	January 4	3:30 pm	PCE
Horizon PTAC	January 4	6:30 pm	Media Center
Indian Educ Parent Com	January 5	5 pm	PCE
Joint Powers Committee	January 6	7 am	City Hall
School Board	January 10	7 pm	PCE
Hopkins PTAC	January 11	6:30 pm	Media Center
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MSBA Leadership Conference	January 12-14		Minnepolis
Instr and Curr Adv Com	January 13	7 am	PCE
Health/Safety/Wellness Com	January 13	9:30 am	PCE
Early Chldhd Adv Com	January 13	6:30 pm	PCE
Interagency Early Interv Com	January 19	12 pm	FSC
School Board	January 24	7 pm	PCE
Activities Council	January 25	7 am	MHS
Technology Committee	January 25	3:45 pm	PCE

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 7:02 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Superintendent Kovash recommended the agenda proceed with a revision to page 16.

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

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: Mike and Jennifer Oehlke, 1826 29th Street Circle South, expressed their concern for the need for cameras or other equipment on buses to increase safety for students.

Thompson stated that the *Forum* announced that Bryce Haugen would decline the school board seat he was recently elected to. To date the district has not been notified and he has 30 days to fill out the required forms in order to take office.

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

Minutes - Approve the October 11 and 25, 2010 Meeting Minutes.

Claims - Approve the November Claims, subject to audit, in the amount of $1,265,044.73.

General Fund:	$1,113,985.23
Food Fund:	$124,510.13
Community Service Fund:	$26,549.37
TOTAL	$1,265,044.73

Termination of Health Insurance Consultant Services - Approve to terminate the agreement with Pederson-Beltz Associates for health insurance consulting services.

Resignations
Mary Flickinger - Paraprofessional, Robert Asp Elementary, effective November 12, 2010.

Change in Contracts
Mary Jaszkowiak - Food and Nutrition Server, Moorhead High School 2.75 hours per day to

Probstfield Center for Education, 3 hours per day, effective October 11, 2010 (additional hours for K+).
Rhonda Barrows - Food and Nutrition Server, Probstfield Center for Education to High School, 2.75 hours per day, effective October 10, 2010 (new breakfast position).
Marysol Quintero - EIS Paraprofessional, 6.5 hours per day, to Adult Basic Education Paraprofessional 19.5 hours per week, effective November 10, 2010 (replaces Payman Kadir).
Clarice Berntson - Second Cook, Moorhead High School, 7 hours per day to Head Cook, Moorhead High School, 8 hours per day, B23 (5) $16.18 per hour, effective November 1, 2010 (replaces Donna Tvedt).
Megan Ramsey - Home School Liaison,to Transition Facilitator, Red River Area Learning Center, 8 hours per day, 2 days per week, effective November 1, 2010 (job share with JoAnn Spiering).

Family/Medical Leave
Kathi Salvevold - Business Education Teacher, Moorhead High School, effective approximately December 15, 2010 for approximately 7-9 weeks.

New Employees
Mark Nyborg - Bus Driver, Transportation, 6-7 hours per day, $13.07 per hour, effective October 18, 2010 (replaces Ramses Yannaroda).
JoAnn Spiering - Transition Facilitator, Red River Area Learning Center, 8 hours per day, 3 days per week, B21 (0-3) $15.73 per hour, effective November 1, 2010 (job share with Megan Ramsey).
Kent Dvoracek - Lunchroom/Security Monitor, 4 hours per day, B21 (0-2) $14.05 per hour, effective October 25, 2010 (replaces Zikiri Ahmed).
Deborah Shasky - Learner Support Services Secretary, B23 (3) $15.70 per hour, 8 hours per day, effective November 9, 2010 (replaces Audra Hart).

Motion carried 7-0.

FISCAL YEAR 2010 AUDIT REPORT: Brian Stavenger, Eide Bailly LLP, presented the fiscal year 2010 school district audit report. Fiscal year 2010 general fund revenues over expenditures are $978,066 resulting in a reserved fund balance of $465,379, an unreserved - designated fund balance of $2,726,377 and an unreserved - undesignated fund balance of $3,981,067, for a total fund balance of $7,172,823 ending June 30, 2010.

Tomhave moved, seconded by Fagerlie to accept the fiscal year 2010 school district audit report as presented by Brian Stavenger, Eide Bally LLP. Motion carried 7-0.

10 **CANVASS GENERAL ELECTION SCHOOL BOARD RETURNS AND ELECTION RESOLUTION**: Hohnadel moved, seconded by Erickson to approve the Resolution Canvassing

Returns of Votes of Independent School District #152 General Election and Resolution Authorizing Issuance of Certificates of Election and Directing School District Clerk to Perform Other Election Related Duties, as presented. Motion carried 7-0.

CANVASS SPECIAL ELECTION SCHOOL BOARD RETURNS (TWO-YEAR SEAT) AND ELECTION RESOLUTION: Tomhave moved, seconded by Hohnadel, to approve the Resolution Canvassing Returns of Votes of Independent School District #152 Special Election and Resolution Authorizing Issuance of Certificates of Election and Directing School District Clerk to Perform Other Election Related Duties, as presented. Motion carried 7-0.

CANVASS SPECIAL ELECTION OPERATING LEVY REFERENDUM RETURNS: Dulski moved, seconded by Siggerud, to approve the Resolution Canvassing Returns of Votes of Independent School District #152 Special Election, as presented. Motion carried 7-0.

ENROLLMENT PROJECTIONS: Kazmierczak presented enrollment projections based on November 1, 2010 actual enrollment data along with historical and projected Average Daily Membership (ADM), which will be used for planning and staffing determinations in the coming months. The November 1, 2010 enrollment figure of 5,388 is 40 students above the projections of 5,348 made in November 2009. Compared to actual enrollment of 5,396 from November 1, 2009, the current year November 1 figure represents a decrease of 8 students.

The secondary grade with the largest enrollment is 6th with 435 students; the secondary grade with the smallest enrollment is 11th with 383 students. The elementary grade with the largest enrollment is 4th with 446 students; the elementary grade with the smallest enrollment is kindergarten with 387 students.

SCHOOL BOARD WORK SESSION: Hohnadel moved, seconded by Siggerud, to approve Monday, December 13, 2010 at 5:30 p.m. to conduct a School Board work session to discuss school district and board priorities. Motion carried 7-0.

COMMITTEE REPORTS: Brief reports were heard regarding the Joint Powers Committee, Moorhead High School PTAC, Executive Finance Committee, Indian Education Parent Committee, Special Education Parent Advisory Committee, and On- Time Graduation Committee meetings. Thompson noted the second annual metro area school board meeting is scheduled for February 21, 2011 at Trollwood Performing Arts to continue discussion related to on-time graduation efforts. The Intergovernmental Retreat is scheduled for January 28, 2011 at the Courtyard by Marriott.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Thompson reminded board members of the Lakes Country Service Cooperative Board election and ballots are due December 1. Board members confirmed their support for Tomhave to run for a Region 1

Board position. Thompson also noted that the MREA 2010 Board of Directors ballot information would be sent out and are due by December 3. Siggerud announced Minnesota State University Moorhead has scheduled education speaker Jay McTighe for November 17. Kovash noted discussion would be held with Randy Bruer, Dilworth-Glyndon-Felton Public Schools Superintendent, with regards for space, land and city boundaries.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 8:25 p.m.

_____
Cindy Fagerlie, Clerk

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: Superintendent Kovash recommended the agenda proceed as presented.

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

WE ARE PROUD:
We Are Proud of Donna Norquay, American Indian home-school liaison, for being named the 2010 Outstanding American Indian Counselor (Secondary) of the Year by the Minnesota Indian Education Association. Norquay was selected for her 20 years of service in working with the district's American Indian secondary students. She serves as a cultural representative, sets up tutors, and helps the students and parents focus on and work toward graduation.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Dakota Medical Foundation/Dakota Medical Charities Grant - Approve the Dakota Medical Foundation/Dakota Medical Charities grant award of $3,000.

Resignations
Clare Kazmierczak - English as Second Language Teacher, S. G. Reinertsen Elementary, effective December 22, 2010.
Trish Floyd - Paraprofessional, High School, effective December 22, 2010.

Change in Contract
Stephanie Gruenberg - Food and Nutrition Server, 2.75 hours per day, $9.00 per hour to Food and Nutrition Assistant Server, S.G. Reinertsen Elementary, 2.75 hours per day, $12.15 per hour, effective November 9, 2010 (replaces LuAnn Janssen).

Other Leave of Absence
Denise Krabbenhoft - Paraprofessional, Moorhead High School, effective January 3, 2011 until January 21, 2011.

New Employees
Rebecca Hulst - Paraprofessional, EIS, B21 (0-2) $14.05 per hour, 6.5 hours per day, effective November 8, 2010 (replaces Marysol Quintero).
Christa Hagen - Lunchroom Supervisor, S.G. Reinertsen Elementary, 2.25 hours per day, $9.00 per hour, effective November 8, 2010 (replaces Jennifer Hansen).
Rachel Simon - Food and Nutrition Server, Moorhead High School, 2.75 hours per day, $9.00 per hour, effective November 16, 2010 (replaces Mary Jaszkowiak).
Jane Sweeney - Paraprofessional, Robert Asp Elementary, B21(3) $14.26, 6.5 hours per day, effective November 29, 2010 (replaces Mary Flickinger).

Motion carried 7-0.

TRUANCY INTERVENTION PROGRAM UPDATE: Gary Wolsky, President/CEO of The Village Family Service Center; Kelly Olson, Regional Program Director of The Village Family Service Center; Michael Ochoa, Truancy Intervention Program (TIP) Coordinator; Cheryl Duyson, Assistant Clay County Attorney; Dawn Tommerdahl, Clay County Collaborative Coordinator; and family advocates provided an update regarding the TIP program, family advocate program, social services, and the programs' future due to financial budget constraints. United Way of Cass-Clay will partner with the Village Family Service Center and the Clay County Collaborative in 2011 and 2012 by providng funding in the amount of $15,000 per year for the TIP program.

FIRST READING OF POLICIES: A first reading was conducted of the following policies: State and Federal Law Prohibiting Discrimination 102, School Board Member Development 203, School Board Public Hearings 212, 'We Are Proud' Guidelines 215, Out-of-State Travel by School Board Members 216, Human Rights Committee 235, School District Administration 301, Equal Employment Opportunity Statement 401, Grievance Procedures for Equal Opportunity 402, Employment Disability Nondiscrimination 404, Family and Medical Leave 422, Equal Educational Opportunity 501, Prohibition of Harassment and Violence 570, and Student Dress and Appearance 577.

CLOSE PUBLIC MEETING: Erickson moved, seconded by Tomhave, to close the public meeting at 8:13 p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies. Motion carried 7-0.

OPEN PUBLIC MEETING: Hohnadel moved, seconded by Erickson, to open the public meeting at 8:33 p.m. Motion carried 7-0.

APPROVAL OF BUS DRIVER/BUS ASSISTANT MASTER AGREEMENT: Hohnadel moved, seconded by Fagerlie, to approve the Bus Driver/Bus Assistant Master Agreement for 2009-2011 as presented with the cost as follows:

Year	Cost	Percentage Increase
2009-10	$6,235	1.61%
2010-11	$11,982	3.04%
TOTAL	$18,217	4.65%

Motion carried 7-0.

COMMITTEE REPORTS: Brief reports were heard regarding the Policy Review Committee, Reinertsen PTAC, Instruction and Curriculum Advisory Committee, Early Childhood Advisory Committee, Safe and Healthy Learners Committee, Community Education Advisory Council, and Hopkins PTAC meetings. Siggerud stated the Moorhead High School musical "Tommy" was extraordinarily very well done.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Board members were asked to determine their attendance at the upcoming January MSBA Leadership Conference.

Discussion was held related to the Minnesota Rural Education Association (MREA) Board of Directors election. Siggerud moved, seconded by Tomhave, to nominate Deron Stender (Frazee Vergas) to the MREA Board of Directors. Motion carried 7-0.

Kovash noted due to the Thanksgiving holiday, a weekly transmittal would not be sent and announced the district's e-mail system would be down from Wednesday, November 24 at 5 p.m. until Friday, November 26 noon.

CLOSE PUBLIC MEETING: Tomhave moved, seconded by Fagerlie, to close the public meeting at 8:58 p.m., pursuant to M.S. 13D.05, Subdivision 3, for the purpose of conducting the Superintendent's annual evaluation. Motion carried 7-0.

Erickson left the meeting at 9:42 p.m. and returned at 9:43 p.m.

OPEN PUBLIC MEETING: Fagerlie moved, seconded by Tomhave, to open the public meeting at 10:00 p.m.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 10:01 p.m.

_____
Cindy Fagerlie, Clerk

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.038 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: December 7, 2010

SUBJECT: December Claims

The December claims are as follows:

General Fund	$883,488.84
Food Fund	$125,794.24
Community Service Fund	$11,532.96
TOTAL	$1,020,816.04

Suggested Resolution: Move to approve the December claims, subject to audit, in the amount of $1,020,816.04.

WAK:nls

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.037 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: December 7, 2010

SUBJECT: Donation

Moorhead Area Public Schools received the following donation:

- Matt and Janelle Leiseth donated $50 to the Early Childhood Family Education classrooms in honor of their children's birthdays.

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

WAK:nls

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.036 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: December 7, 2010

SUBJECT: Approval of City of Moorhead Lease Agreement

Attached please find a lease agreement relating to the 80 acres (77 acres cropable) of farmland the district owns east of the Crystal Creed Addition in north Moorhead. The school district has been leasing the land to the City of Moorhead, which uses the land to dispose of bio-solids from the City's wastewater treatment facility. The City of Moorhead, in turn, subleases the land to the Sunny Brook Partnership. The term of the lease is for two years and is a renewal of an existing three-year lease. The City has requested a two-year lease in order to align this lease with leases it has with other entities.

Suggested Resolution: Move to approve the lease agreement relating to the agricultural land described as East one-half (E ½) of the Northeast Quarter (NE ¼) of Section 21, Township 140 North, Range 48 West, Clay County, Minnesota, for the period of January 1, 2011 to December 31, 2012, as presented.

WAK:nls
Attachment

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of December, 2010, by and between Independent School District #152, whose post office address is 2410 14th Street South, Moorhead, Minnesota 56560 (herinafter "Lessor"), owner of the real estate described herein, and the City of Moorhead, Minnesota, whose post office address is P.O. Box 779, Moorhead, Minnesota 56561-0779 (hereinafter "Lessee").

WITNESSETH, that Lessee hereby agrees to and with the Lessor, for the consideration hereinafter named, to beneficially reuse and land apply biosolids from Lessee's Wastewater Treatment Facility during the season of farming in the years 2011 and 2012 the following-described premises situated in the County of Clay and State of Minnesota, to-wit:

See attached Exhibit A

TERM. The term of this Lease Agreement shall be for a period of two (2) years, commencing on the 1st day of January, 2011, and ending on the 31st day of December, 2012, unless terminated sooner by reason of Lessee breaching any of the terms and conditions herein contained or under the provisions of the paragraph entitled SUBJECT TO SALE OR USE BY LESSOR.

RENT. As and for the rental of the heretofore-described real property, Lessee shall pay to the Lessor for the rental of said demise premises, without deduction or set off, an annual rental fee in the amount of One Hundred Ten and No/100 Dollars ($110.00) per acre, or Eight Thousand Four Hundred Seventy No/100 Dollars ($8,470) for 2011 and One Hundred Fifteen and No/100

Dollars ($115.00) per acre, or Eight Thousand Eight Hundred Fifty Five and No/100 Dollars ($8,855) for 2012, based upon 77.0 cropland acres, payable on May 1st of each year of this Lease Agreement.

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

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

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

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

21

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

1. To comply with all environmental statutes, ordinances, rules, regulations, and orders issued by any state, federal, or local environmental agency concerning air, water, noise, solid waste, hazardous substances, and hazardous wastes.

2. Not to use waste oil as a means of suppressing dust on roads or anywhere else on the premises.

3. To harbor no underground storage tanks of any kind.

4. To assume liability for and indemnify and hold Lessor harmless for any claim or violation which results from Lessee's use of the premises.

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

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

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

22

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

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

1. Reimbursement of rent for the year in which the sale occurs.

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

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

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

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

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

24

that may become payable by reason of location of an oil well and necessary appurtenances shall be payable to the Lessor. Lessor shall by Lessee, or its Sub-lessee, any damages caused to growing crops.

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

INDEPENDENT SCHOOL DISTRICT #152

BY: _____
CHAIR

ATTEST: _____
CLERK

LESSEE:

CITY OF MOORHEAD

BY: _____
MAYOR

ATTEST: _____
CITY MANAGER

STATE OF MINNESOTA)
) ss.
COUNTY OF CLAY)

On this ___ day of _____, 20__, before me, a Notary Public in and for said County and State, personally appeared Mark Voxland and Michael Redlinger, known to me to be the Mayor and City Manager, respectively, of the City of Moorhead, and who executed the within and foregoing instrument and acknowledged to me that they executed the same on behalf of the City of Moorhead.

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

(SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF CLAY)

On this ____ day of _____, 20__, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person who executed the within and foregoing instrument and acknowledged to me that he executed the same.

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

(SEAL)

28

Exhibit A

Legal Description:

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

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.048

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: December 6, 2010

SUBJECT: Resignations

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

Karina Hodny	Paraprofessional, EIS, effective December 16, 2010.
Heather Otto	Health Tech, Horizon Middle School, effective December 21, 2010.
David Juarez	Lunchroom Supervisor, Horizon Middle School, effective December 17, 2010.
Janice Conrade	Food & Nutrition Server, S. G, Reinertsen Elementary, effective November 29, 2010.
Rachel Simon	Food & Nutrition Server, High School, effective November 22, 2010.

SUGGESTED RESOLUTION: Move to approve the resignation of Karina Hodny, Heather Otto, David Juarez, Janice Conrade and Rachel Simon as presented.

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.051

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: November 15, 2010

SUBJECT: Change in Contract

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

Ann Schneider	Health Tech, St. Joseph/Park Christian, increase in hours from 20 per week to 26.5 per week. (Replace reduction in hours from Kathy Evert)
Kathy Evert	Secretary, Health Tech, Early Learning Center, reduction in hours from 32.5 per week to 26 hours per week.
Yvonne Ralph	Cook Helper, High School to Assistant Cook, High School, 7 hours per day, A13 (7) $15.17 per hour effective December 7, 2010. (Replaces Clarice Berntson)
Cindy Noennig	Cook Helper, Temporary position, High School, $9.90 per hour to Cooks Helper, Permanent position, 5.75 hours per day, A11 (1) $12.90 per hour, effective Deember 9, 2010 (Replaces Yvonne Ralph)

SUGGESTED RESOLUTION: Move to approve the Change in Contract for Ann Schneider, Kathy Evert, Yvonne Ralph and Cindy Noennig as presented.

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.049

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: December 6, 2010

SUBJECT: Family/Medical Leave

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

Nicole Bolluyt	Teacher, Ellen Hopkins Elementary, effective approximately January 11, 2011 for approximately eight weeks.
Sandy Van Dyke	Teacher, S. G. Reinertsen Elementary, effective December 13, 2010 for approximately six weeks.
Erika Thiel	Teacher, Robert Asp Elementary, effective approximately, January 26, 2011 for approximately ten weeks.

SUGGESTED RESOLUTION: Move to approve the request for Family/Medical Leave for Nicole Bolluyt, Sandy Van Dyke, Erika Thiel pursuant to Article 39, Section 1 of the Teachers' Master Agreement.

32

Office of Human Resources
Moorhead Area Public Schools

Memo HR.11.050

TO: Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources

DATE: December 6, 2010

SUBJECT: New Employees

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

Kari Prekel	Food & Nutrition Server, S. G. Reinertsen Elementary, 2.75 hours per day, $9.00 per hour, effective November 29, 2010. (Replaces Amy Stockinger)
Susan Klingman	Food & Nutrition Server, High School, 2.75 hours per day, $9.30 per hour, effective December 9, 2010. (Replaces Cindy Noennig)

SUGGESTED RESOLUTION: Move to approve the employment of Kari Prekel and Susan Klingman as presented.

Office of Learner Support Services

Moorhead Area Public Schools LSS.11.002

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services

DATE: November 17, 2010

RE: American Indian Education Transmittal of Resolution Renewal

Attached is the American Indian Education Transmittal of Resolution renewal form. Moorhead Area Public Schools has ten or more American Indian children enrolled in the district and therefore required to submit the Parent committee Roster, the Parent Committee Resolution and the Transmittal of Resolution form to the Minnesota Department of Education by December 15, 2010.

SUGGESTED RESOLUTION: Move to approve the American Indian Education Transmittal of Resolution for submission to the Minnesota Department of Education by December 15, 2010.

JS:ca
Attachment

34

2010-11 PARENT COMMITTEE RESOLUTION

WHEREAS, the Moorhead Independent School District/Charter School #_____ provides an opportunity for all of its citizens to participate in district program communities, and

WHEREAS, the Indian Education Parent Committee of the Moorhead Independent School District/Charter School # 0152 is the duly elected and established Parent Committee comprised of parents of children eligible to be enrolled in American Indian programs, secondary students, representatives from community groups, school administrators, and

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

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

WHEREAS, the Indian Education Parent Committee of Moorhead Independent School District/Charter School did meet on 11-3-10 to review, recommend and approve this Resolution, and

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

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

In favor of Resolution 5 Not in favor of Resolution* 0

[signature]
Name
Chairperson
Indian Education Parent Committee

11-17-2010
Date

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

Minnesota Department of Education	Office of Indian Education 1500 Highway 36 West Roseville, MN 55113-4266	AMERICAN INDIAN EDUCATION TRANSMITTAL OF RESOLUTION AND PARENT COMMITTEE ROSTER	ED-02011-09 12-15-10

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

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

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

In order to comply with MS 124D.78, please complete 1) Transmittal Form, 2) Parent Roster, 3) Parent Committee Resolution and supportive documents, as applicable, by December 15th of each school year. If assistance is needed in completion of these forms, please call (651) 582-8862.

IDENTIFICATION INFORMATION

School District Name		District Number and Type
Moorhead Independent School District		0152/01
Name of Person Completing This Form	Title	Telephone Number
Jill Skarvold	Dir/Learner Support Services	(218) 284-3711

RESOLUTION/PARENT COMMITTEE INFORMATION

Check all applicable items and attach the requested information:

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

☒ Resolution is attached:

Date passed by Parent Committee: 11 / 3 / 10

Date presented to Local School Board: 12 / 13 / 10

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

☒ Concurrence ☐ Non-Concurrence

Recommendations are ☐ Included ☐ Non Included with the attachment.

☐ Resolution is NOT attached. If not attached, explain: _____

☐ School Board Response is NOT attached. Explain: _____

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

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

☐ Staff Development on American Indian history and culture ☐ Other(explain): _____

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

36 _____ _____

Signature – Superintendent of School District/Authorized Representative Date

(OVER)

PARENT COMMITTEE MEMBERSHIP ROSTER

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

NAME OF COMMITTEE MEMBER	AREA OF REPRESENTATION	AMERICAN INDIAN?	
		YES	NO
Chairperson (include address, city and zip code): Wildette Little Owl-522 32nd Av S #106 Moorhead, MN 56560	Parent	X	
Jodi Rogers	Parent	X	
Delores Gabbard	Parent	X	
Mary Peltier	Parent	X	
Shinelle Prudhomme	Parent	X	
Mike Gabbard	Parent	X	
Celest Peltier	Parent	X	
onna Norquay	Parent Liaison	X	
aye Smiley-Aakre	Teacher		X
ill Skarvold	Learner Support Services		X
Cindy Fagerlie	School Board		X

Moorhead Indian Education Resolution 2010-2011				November 4, 2010
Recommendations for Concurrence	**Who's Responsible**	**Timeline**	**Resources Needed**	**Progress**
1. Staff Development/Curriculum Integration				
✓Continue to explore funding sources to purchase additional American Indian curricular materials.	Principals, Superintendent (Lynne Kovash), Media Specialists (Gay Galles, Denita Clapp), Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold)	Ongoing	-funding -coordination with department and library/media selection specialists -prioritize list of needed materials.	-Creation of an American Indian web page on District Extranet to provide American Indian curricular information/resources to staff. -Library purchases of books for students with American Indian content. -Success for the Future grant funding for materials purchase. -Ojibway Language cd's and dictionaries purchased for Ojibway Language classes.
✓Continue to offer American Indian cultural training for staff and integration of cultural materials into curriculums.	Principals, Superintendent (Lynne Kovash), Media Specialists (Gay Galles, Denita Clapp), Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold)	Ongoing	-funding -determination of needed and appropriate trainings	-Continued American Indian Cultural staff development during MLK workshop and throughout the year. -Continued cultural curriculum integration into all subject areas.

Moorhead Indian Education Resolution 2010-2011				November 4, 2010
Recommendations for Concurrence	**Who's Responsible**	**Timeline**	**Resources Needed**	**Progress**
2. Special Education/Alternative Programs				
✓Continue to carefully monitor the potential of overrepresentation of American Indian students being referred for Special Education and Alternative Programs.	Learner Support Services Director (Jill Skarvold), Alternative Education Director (Deb Pender), Principals, Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold)	Ongoing	-yearly student counts and AYP data -progress monitoring data/educational interventions -continued staff development on reducing bias.	-Continued emphasis on careful consideration of exclusionary factors in Special Education assessment and referral process. -Ongoing staff development regarding reducing bias in Special Education assessment. -Academic interventions and supports have reduced the number of referrals with exclusionary factors. -Implementation of PLC's and SIOP model to improve student academic success.
✓The percentage of American Indian students being placed in alternative school classes needs to continue to be monitored. Procedures for determining transfer in and out of alternative programs need to be consistent while also taking into account individual student needs.	Learner Support Services Director (Jill Skarvold), Alternative Education Director (Deb Pender), Principals, Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold)	Yearly	-Child Study Facilitator support & Principal support -continued Staff Development on Reducing Bias	-Child study teams are more careful of exclusionary factors. -Teachers/parents continue to contact Indian Education Staff before assessments begin. -Indian Education staff has been included on Students' support teams. -Indian Education staff continues to be involved in Learner Support programs. -Addition of American Indian tutors frees up more time for Indian Education Liaison to attend more student meetings.

Moorhead Indian Education Resolution 2010-2011				November 4, 2010
Recommendations for Concurrence	**Who's Responsible**	**Timeline**	**Resources Needed**	**Progress**
✓Other types of academic interventions and best practices need to continue to be put into place to support student success within the regular educational setting and to provide a continuum of services from regular education to Special Education.	Learner Support Services Director (Jill Skarvold), Alternative Education Director (Deb Pender), Principals, Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold)	Ongoing	-Continued search for best practices in working with American Indian students for academic success. -Continued monitoring of implemented interventions.	-Hiring of 5 tutors for American Indian students: 1 FT at the High School/Outreach, 1 FT at the Middle School, and 3 PT at the Alternative School and after school bussing at horizon M-H through the Success for the Future funds. -Training for tutors is ongoing and includes American Indian cultural awareness training, MIEA and JOM workshops. -Implementation of PLC's and SIOP model to improve student academic success. -Classes and Positive Behavior Interventions based on Dr. Martin Brokenleg's work are being implemented at RRALC.

Moorhead Indian Education Resolution 2010-2011				November 4, 2010
Recommendations for Concurrence	**Who's Responsible**	**Timeline**	**Resources Needed**	**Progress**
3. Collaboration: School, Community, Organizations				
✓Continued collaboration with school and community organizations.	Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold) School and Community Program Directors	Quarterly and ongoing as needed	-Materials for parents, technology assistance, computer access/training for parents -Conversations with available organizations on possible ways to collaborate. -Search out new presenters.	-Cultural Diversity resources offers computer classes for parents. -Library Literacy Nights implemented at elementary schools to allow parents/ students access to computers and to check out library resources. -Information on area American Indian related events at the colleges and other area organizations is sent out to staff and American Indian Parents. -American Indian related community education classes continue to be offered. -Ojibway Language class continues. -Grass Dance class and drumming class to be offered. -Continued collaboration with Fargo/ West fargo Indian Education Programs to offer joint events/ trainings with Moorhead. Discussion on including wider collaboration including other nearby districts. -Field trips to colleges/ community events. -Collaboration with the new Native American Center.

Moorhead Indian Education Resolution 2010-2011				November 4, 2010
Recommendations for Concurrence	**Who's Responsible**	**Timeline**	**Resources Needed**	**Progress**
4. Curricular & Extra Curricular				
✓Regular Review and discussion of proportions of American Indian students in co-curricular and extracurricular activities.	Co-curricular and extracurricular activities directors, Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold),	Yearly and Ongoing	Department and Administration support. Technical support for data collection.	-Ongoing discussions with staff and American Indian parents on issues and possible program offerings. A Culture Club and Ojibwe Language class continue. Planning for a drumming group has started.
✓Promotion, recruitment & support for American Indian student participation.	Principals, Activity Directors, Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold), American Indian Parent Committee	Ongoing, and particularly before new activities begin	Power School information on students' activity enrollment; Activities flyers, activity dates, timelines, and specifications, Newsletters, flyers or other media as needed; Indian Education web page.	-Ongoing discussions, improving data collection processes. -Success for the Future grant provides funding for a field trips to White Earth Career Fair, Tri-College Pow-Wow, Graduation Celebration, Anishinabe Knowledge Bowl in Detroit lakes, with possible planned events to Festival of Nations, and White Earth Sugarbush Camp.
✓Search for funding/ scholarship support for fees and find creative solutions to transportation issues.	Administration, Principals, Activity Directors, Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold), Transportation Director (Dan Bacon)	Yearly meeting & ongoing as needed	Resources such as fees and transportation. Creative solutions to barriers.	-Staff referral of students to RSVP Partnership for activity scholarships continues but their funding is low. PTAC support of students unable to participate due to financial difficulty continues.

Moorhead Indian Education Resolution 2010-2011				November 4, 2010
Recommendations for Concurrence	**Who's Responsible**	**Timeline**	**Resources Needed**	**Progress**
✓Activity options for students who don't start out in activities in Elementary school and/or who move into the District from other schools; Offer a greater variety of activities, and culturally related activities.	Principals, Activity Directors, Coaches, Indian Education Parent Committee, Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold), Community Education Director (Laurie Winterfeldt)	Yearly meeting & ongoing as needed	Continued collaboration with other groups to offer American Indian related activities. updating of list of community members willing to teach & share talents. Creative solutions to barriers.	-Several American Indian culturally related Community Education classes offered. -Winter Gathering in cooperation with Fargo Indian Education and Daughters of the Earth. -A Culture Club and Ojibwe Language class continue. -Planning for a drumming group has started. participation in school parade with other similar events being planned.
5. Curriculum Evaluation				
✓American Indian Education Committee representation on each specific subject area Curriculum Review Committee.	Superintendent (Lynne Kovash), Curriculum Review Committees, Committee Chairpersons, Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold)	Follow curriculum review cycle and as needed.	Copy of Screening tools, screening tool results forwarded to American Indian Parent Committee and Human Rights Committee for review. Reducing Bias Staff Dev., Notice of Specific Curriculum Review Committee meeting dates/timelines and contact information for Curriculum Review Committee Chairpersons, Access to curriculum being reviewed and in use.	-Continued Indian Education representation on the ICAC Committees which now also includes the Human Rights Committee. -Appropriate and ongoing staff development relating to American Indian Culture and Reducing Bias. -Information sent out to staff on curriculum evaluation techniques and assistance in dealing with American Indian related curricular materials. -Addition of a page on the extranet to help teachers access American Indian related information & curriculum.

Moorhead Indian Education Resolution 2010-2011				November 4, 2010
Recommendations for Concurrence	**Who's Responsible**	**Timeline**	**Resources Needed**	**Progress**
6. Middle School & Secondary Education				
✓Secondary Administration, Middle School Administration, Alternative School Administration, Staff, and Indian Education Representative(s) need to meet to discuss issues and solutions.	Secondary Principal (Gene Boyle), Secondary Counselor, Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold)	Biannually		Discussions continue. New school configurations continue to provide solutions to some issues. Hiring of 5 tutors for American Indian students: 1 at the High School, 1 at the Middle School, and 3 at the Alternative School through the Success for the Future funds and United Way funds. Training for tutors is ongoing and includes American Indian cultural awareness training.
✓Strengthen connections with local and tribal colleges to expand, promote, and encourage post secondary options for American Indian Students.	Superintendent (Lynne Kovash), Middle School, Secondary & Alternative School Principals, Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold)	Initial meeting with ongoing process		American Indian High school and Alternative school students attended a White Earth sponsored career fair with funding provided through the Success for the Future grant. Tri-College Pow-Wow, & Graduation Celebration
✓Coordinate services between area High School, Alternative School, and the YES program Including prereferral and entrance procedures.	Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold), Superintendent (Lynne Kovash), Secondary, Middle & Alternative School Principals, YES Coordinator	Initial meeting with ongoing process	Outreach and collaborative meetings.	-After school homework club and Ojibway Language classes were added through funds from success for the Future grant. -Discussion Continues.

Moorhead Indian Education Resolution 2010-2011				November 4, 2010
Recommendations for Concurrence	**Who's Responsible**	**Timeline**	**Resources Needed**	**Progress**
7. Community Education				
✓Continued recruitment efforts for American Indian presenters/teachers in Community Education offerings.	Community Education Director (Laurie Winterfeldt), Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold), American Indian Parent Committee	Yearly meeting and ongoing communic ations	Continued networking and recruitment efforts	-Continued regular communication between Indian Ed. & Community Ed. Directors & Staff concerning program planning and offerings. -Possible new classes are being discussed. Renewed recruiting efforts for teachers for classes.
Reinforced efforts to increase the number of families accessing Community Education & Early Childhood Family Education classes.	Community Education Director (Laurie Winterfeldt), ECFE Director (Kim Bushaw), Indian Education Staff (Donna Norquay, Faye Smiley-Aakre, Jill Skarvold), American Indian Parent Committee	Yearly meeting and ongoing communic ations	Active promotion and recruitment activities.	Discussion and collaboration continue.

Office of Learner Support Services
Moorhead Area Public Schools

LSS.11.003

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services

DATE: December 8, 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, 2011, to June 30, 2011 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, 2011 to June 30, 2011, 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, 2011 to June 30, 2011 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 t he "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 — Date
Moorhead Independent School District #152

_____ _____

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

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 School Improvement and Accountability
Moorhead Area Public Schools

Memo SIA.11.012 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Missy Eidsness, Director of School Improvement and Accountability

DATE: December 7, 2010

SUBJECT: Moorhead High School Course Proposals

Attached are two course proposals from Moorhead High School. The Science, Technology, Engineering and Math (STEM) departments have proposed adding the final foundational engineering course, Principles of Engineering, required by the Kern Foundation grant the district received in 2009. The World Language department has proposed adding Level I and II Mandarin Chinese.

The district is currently receiving grant funds from the Kern Foundation, which sponsors the Project Lead the Way program. In order for the district to be certified by Project Lead the Way to offer college credit, three foundational courses and one advanced course must be offered to grades 9-12. With the addition of Principles of Engineering, which, if approved, will be implemented in the fall of 2011, the district will only need to add an advanced course to fulfill the certification requirement.

The World Language Task Force, which met throughout the 2009-2010 school year, recommends the district offer between three and four world language classes at the high school level. Currently, only Spanish is offered. In the fall of 2011, the World Language department proposes adding Mandarin Chinese as the second language option for grade 9-12 students.

Both proposals have been reviewed by the Instruction and Curriculum Advisory Committee and forwarded to administration for further action.

Suggested Resolution: Move to approve the addition of Principles of Engineering and Mandarin Chinese at Moorhead High School.

MOE:nls
Attachments

PROGRAM PROPOSAL FORM

MOORHEAD AREA PUBLIC SCHOOLS
Moorhead, Minnesota
2010-2011 School Year

Proposal Title: Principles of Engineering

Date Submitted: Dec. 9, 2010

Proposed Date of Implementation: Fall 2011

Principal Review Signature _____ Date _____

Assistant Superintendent _____ Date _____

Curriculum and Professional Development _____ Date _____

Reviewed by Instruction and Curriculum Advisory Committee:

Recommendation to Superintendent:

Description of Program Proposal
(Information in support of the proposal should be as comprehensive as possible.)

Brief Description and Purpose of Proposal:
The Moorhead Area Public School District is focused on increasing Science, Technology, Engineering and Math (STEM) Education. There is a national push that we are feeling locally to increase the science and math scores of our students. Here in the Red River Valley, we have major educational institutions that are leaders in the field of Engineering.

Project Lead the Way is a program designed to increase educational rigor in the areas of science, technology, engineering and math. Each course from PLTW is dynamic and focuses on hands-on application and real-world problem solving to scientific research. This curriculum offers up-to-date industry and business standards along with state and national educational standards.

Students interested in math, science and engineering will find the PLTW course Principles of Engineering a great introduction to the career paths that engineering offers. These courses will also strengthen each student's math and science skills through application.

This is the last of three required foundational engineering courses to enable students to take an exam for college credit through PLTW. (See attachment 1.)

Review of Supporting Literature for Proposal:
See attachment 2.

Rationale and Need (Baseline data must be included):
Our students have been missing the knowledge and experience they need to excel and understand the high-tech fields of the 21st Century. PLTW's curriculum and courses have been proven to help 21st century students succeed by preparing them to be high-tech employees for United States' industries to stay competitive in the global market.

Anticipated Outcomes of the Proposal
Project Lead the Way (PLTW) benefits everyone: parents, teachers, the fields of mathematics and science, and most importantly, students. Through PLTW, students receive:

- An enriched education
- An understanding of the applications of mathematics and science
- Useful career skills
- College credit
- A jump-start to a successful future

Students can have a lucrative career in the fields of mathematics and science, achieving personal success and applying their skills and talents where they find the most inspiration. PLTW challenges young minds to reach their full potential through exciting courses and projects with real-world applications of classroom concepts.

Alignment with District Strategic Plan or District/Building Goals:
Fall 2009: Introduction to Engineering Design (PLTW - first foundation course)
Fall 2009: Digital Electronics (PLTW - second foundation course)

Anticipated Expenses for Program Development and Implementation:

Section A	Year 1	Year 2	Year 3
Technology: Computers			$36,900 36 Computers $1,500 printer
Technology: Software			$20,000 pre-packaged by PLTW
Lab Equipment: One time purchase			
Lab Equipment: Consumable			
Other			Prof. Dev. $4,000 $15,000 Wiring and electrical for lab $9,000 Furniture
Section B	Year 1	Year 2	Year 3
Grant			
Building Staff Development			
Donations			
District Funds			$71,500
Building Funds			
Other			

Study Group/Professional Development Participation:
The instructor of this course will attend a 10-day training sponsored by PLTW. This will provide the instructor with the framework and understanding of the Principles of Engineering course.

Budget Narrative:
Inservice training necessary to implement program
- Each teacher will need to participate in a 2-week training over the summer.

Additional Staff Needs:
Existing staff will be used - Math, Science or CTE teacher

Equipment and Materials:
See above table.

Space Requirements:
One classroom.

Scheduling Requirement:
Year long skinny (36 weeks) or Semester block (18 weeks).

Evaluation:
Quantitative: Number of students (minorities and females that enroll each year will be tracked)
Qualitative: Number of students that attempt and pass the college exam

Attachment 1

Moorhead STEM Update:

1) Not much has changed since our ICAC update last spring.
Waiting on the referendum to discuss growth, future plans, etc.

2) Adoption of the new science standards:
- The new Minnesota science standards have incorporated STEM (or Engineering) at EVERY level.
- As a district what are we doing to ensure that all students will meet or exceed these new standards?
- **A committee made up of 14 teachers K-12.** Last spring teachers met and went through the new standards. This year, there will be 4 meetings to align curriculum to these new standards. In addition the committee will oversee textbook/curriculum adoption with the new standards in mind.

3) STEM in our district:

Elementary:

Adoption of new curriculum (2010-2011) will take place with STEM embedded within. (Last summer, EiE in Summer EXCEL went VERY well. They have had many requests to use the curriculum in regular classrooms)

"Let's Build" theme
Grades 1-2: To Get to the Other Side: Designing Bridges- balances and forces unit
Grade 3: Marvelous Machines: Making Work Easier: simple machines
Grades 4-5: An Alarming Idea: Designing Alarm Circuits: electricity

"Plants and Animals" theme:
Grades 1-2: The Best of Bugs, Designing Hand Pollinators
Grade 3: Just Passing Through, Designing Model Membranes
Grades 4-5: Thinking Inside the Box: Designing a Plant Package

"Designing for the world" theme:
Grades 1-2: Catching the Wind: Designing Windmills: wind and weather
Grade 3: A Sticky Situation: Designing Walls: earth materials
Grades 4-5: A Stick in the Mud: Evaluating a Landscape: landforms

Middle School: Project Lead the Way (PLTW)

- **Design and Modeling; 6th Grade (required)**

This unit uses solid modeling software as part of the design process. Utilizing this design approach, students understand how design influences their lives. Students also learn sketching techniques and use descriptive geometry as a component of design, measurement and computer modeling.

- **Automation and Robotics; 7th Grade (required)**

Students trace the history, development, and influence of automation and robotics. They learn about mechanical systems, energy transfer, machine automation and computer control systems.

Moorhead STEM Update:

- **After School Robotics Club;**

High School: *All elective courses*

Principles of the Biomedical Sciences (PBS)
Students investigate the human body systems and various health conditions including heart disease, diabetes, sickle-cell disease, hypercholesterolemia, and infectious diseases. They determine the factors that led to the death of a fictional person, and investigate lifestyle choices and medical treatments that might have prolonged the person's life. The activities and projects introduce students to human physiology, medicine, research processes and bioinformatics.

Introduction to Engineering Design (IED)
Designed for 9th or 10th grade students, the major focus of the IED course is to expose students to the design process, research and analysis, teamwork, communication methods, global and human impacts, engineering standards and technical documentation. Students use 3D solid modeling design software to help them design solutions to solve proposed problems and learn how to document their work and communicate solutions to peers and members of the professional community.

Digital Electronics (DE)
Digital electronics is the foundation of all modern electronic devices such as cellular phones, MP3 players, laptop computers, digital cameras and high-definition televisions. The major focus of the DE course is to expose students to the process of combinational and sequential logic design, teamwork, communication methods, engineering standards and technical documentation. This course is designed for 10th or 11th grade students.

4) Future of STEM in our district:
We are looking into offering more opportunities for students in STEM coursework.

EX: We will be entering the 3rd year of the Kern Family Foundation Grant next year. It will provide 15,000 dollars to implement the last course from our proposal. *Principles of Engineering.* (At this time, we are looking into where it would fit best.)

Starting in 2014 all students will have to have Biology **and** a Physical Science (either Chemistry or Physics) to graduate.

Middle School: We have had interest in adding an 8th grade course. More research needs to be done regarding how to incorporate a new class. (Required/Elective...)

December ICAC meeting... New course proposal?

Attachment 2

PROJECT LEAD THE WAY
PLTW

home / educators & administrators / overview

LOGIN SEARCH

About Us Getting Started News Contact Us Program Support

EDUCATORS & ADMINISTRATORS STUDENTS PARENTS PARTNERS & SPONSORS

OUR PROGRAMS



Educators and Administrators Overview

The PLTW Innovation Zone (aka the classroom) is an engaging and thought-provoking place, where students develop critical thinking skills through hands-on project-based learning, preparing them to take on real-world challenges. Students will have the opportunity to create, design and build things like robots and cars, applying what they are learning in math and science to the world's grand challenges.

The PLTW program is designed to serve middle school and high school students of diverse backgrounds from those already interested in STEM-related fields to those who are more inspired by the application of STEM than they are by traditional math and science courses.

PLTW classes are taught in school during the school day, and every PLTW instructor receives extensive training as well as ongoing support in the courses they teach. While the STEM subject matter is rigorous, the approach is never rigid. That's because the PLTW program provides a flexible curriculum platform schools can customize to meet the specific needs of their academic environments.

Over the last several years, numerous academic institutions have released reports confirming PLTW's success in engaging the hearts and minds of students through STEM education. The studies are all unique in how they were conducted. However, the results say the same thing: PLTW is igniting the imagination and innovation of students through learning. In addition, testing is a critical ongoing component of PLTW's

program, which PLTW uses to improve its course offerings. PLTW students take pre- and post-assessments to measure longitudinal growth in math and science versus statistically similar students who are not enrolled in PLTW's courses.

iew Video

Curriculum

PLTW's comprehensive curriculum emphasizes critical thinking, creativity, innovation, and real-world problem solving. Each course curricula represents a complete package, which allows the instructor to focus on teaching, student achievement, assessment, and professional development.

The hands-on, project-based program engages students on multiple levels, exposes them to subjects that they typically would not pursue, provides them with a strong foundation for achieving their academic goals in any chosen field of study and, if pursued, establishes a proven path to college and career success in STEM related industries.

View Video

Professional Development

Professional development for teachers is critical to the success of PLTW. All teachers complete a two-week professional development course for every PLTW class that they teach so that they are fully prepared to engage students in innovation. Since 1997, PLTW affiliates have trained nearly 13,000 teachers to teach its urses.

PLTW also supports teachers with professional development training including:

- A two week Core Training session that teachers complete at PLTW-approved postsecondary affiliates around the country.
- The PLTW Virtual Academy which provides ongoing professional development training, detailed materials for each lesson in every PLTW course; videos of PLTW Master Teachers teaching PLTW essons; and, collaboration tools, including forums for teachers to ask questions, update each other on changes, and discuss PLTW lessons.
- Use of the PLTW assessment data to improve student achievement.

Partnership Teams

n addition, PLTW schools can tap into the generous support and active involvement of some of America's eading corporations, philanthropic foundations, and prestigious colleges and universities. The efforts of chool partners help ensure PLTW classrooms have the latest technology, materials and equipment, and that PLTW students are learning the most up-to-date information found in such fields as information echnology, engineering design, alternative energy and ecotechnology.

PROJECT LEAD THE WAY
PLTW

LOGIN

SEARCH

As a nonprofit organization, Project Lead The Way relies on partnership, cooperation, and sharing among all participants and partners in our programs. PLTW's extensive networks and partnerships include students, educators, schools and universities, and business and corporate leaders working together to provide a powerful learning experience. We encourage schools to share information and advisory boards to communicate freely so all of us can bridge the gap between higher learning institutions and high-technology businesses. On the local, state, and national levels, we encourage opinions and input from those who are in the classroom, the boardroom, and the living room.

National Affiliates

PLTW offers a strong grassroots support system for STEM education and a powerful institutional presence to create the best opportunities for students. PLTW's postsecondary affiliates play an important role in our network by providing professional development, college credit, program quality initiatives, and regional support and communication.

Engineering Affiliates | **Biomedical Affiliates**

Counselor Conferences

PLTW invites you to join us at one of our counselor conferences. These conferences are open to all counselors - new counselors who are thinking about joining PLTW as well as those already in the network.

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N THIS SECTION

> Overview
> PLTW Network
> Our Programs
> Outcomes
> Getting Started
> Frequently Used Contacts

NATIONAL INSTRUMENTS

PROJECT LEAD THE WAY
PLTW

Project Lead The Way (PLTW) Engineering and Biomedical Sciences programs offer students an array of advantages, from career readiness and hands-on experience to college preparatory–level classes, labs, and creative exercises. PLTW students succeed in the classroom and in life.

Our programs are designed to appeal to all students, from those already interested in STEM-related fields, to those whose experience in the sciences and math has been less comprehensive or who find themselves uninterested in traditional STEM curricula.

PLTW classes are hands-on, based in real-world experience, and fun for students and teachers. We set the highest standards for rigorous, focused, and engaging study, and develop students' innovative, collaborative, cooperative, and problem-solving skills.

Our relationships with teachers, parents, local and national business leaders, and university partners allow us to offer a complete experience both for students wishing to pursue a secondary degree in a STEM-related field and for those planning to join the workforce after high school. STEM literacy reduces dropout rates, increases attendance, and helps students find better-paying jobs after school.

For more information about our programs, click here.

PLTW PARTNERS & SPONSORS

N THIS SECTION

> Overview
> PLTW Network
> Our Programs
> Outcomes
> Getting Started
> Frequently Used Contacts

62

PROJECT LEAD THE WAY
PLTW

PLTW classes include more than 300,000 students in nearly 3,500 schools in all 50 states, the District of Columbia, and the U.S. Virgin Islands. More than 500,000 students have taken a PLTW class. Those students enjoy success in a variety of fields and disciplines and have taken what they learned with PLTW far beyond the classroom. Since 2004, PLTW has used an independent service to conduct follow-up student testing and measure the programs' impact. Student assessments are gathered at the end of each PLTW course, rating student interest and engagement. Participating schools also conduct surveys on a local and state level, while our other partners contribute wider education assessments. What we've found is that, across the board, PLTW works.

- PLTW alumni are 5 to 10 times more likely to pursue engineering and technology classes than other first-year college students.
- On average, PLTW alumni have a GPA 0.21 points higher than the average GPA of all first-year college students.
- PLTW students surveyed in Wisconsin middle schools and high schools reported being more engaged in schoolwork than did non-PLTW students.
- PLTW students outscored a random sample of other career/technical students by 10 points in reading, 11 points in mathematics, and 10 points in science.
- 79 percent of PLTW graduates completed four years of college-preparatory mathematics and 63 percent completed four years of college-preparatory science.
- 97 percent of PLTW alumni said they planned to pursue a four-year degree as opposed to 67 percent of non-PLTW students.

For more information, please visit our Assessment & Evaluation section.

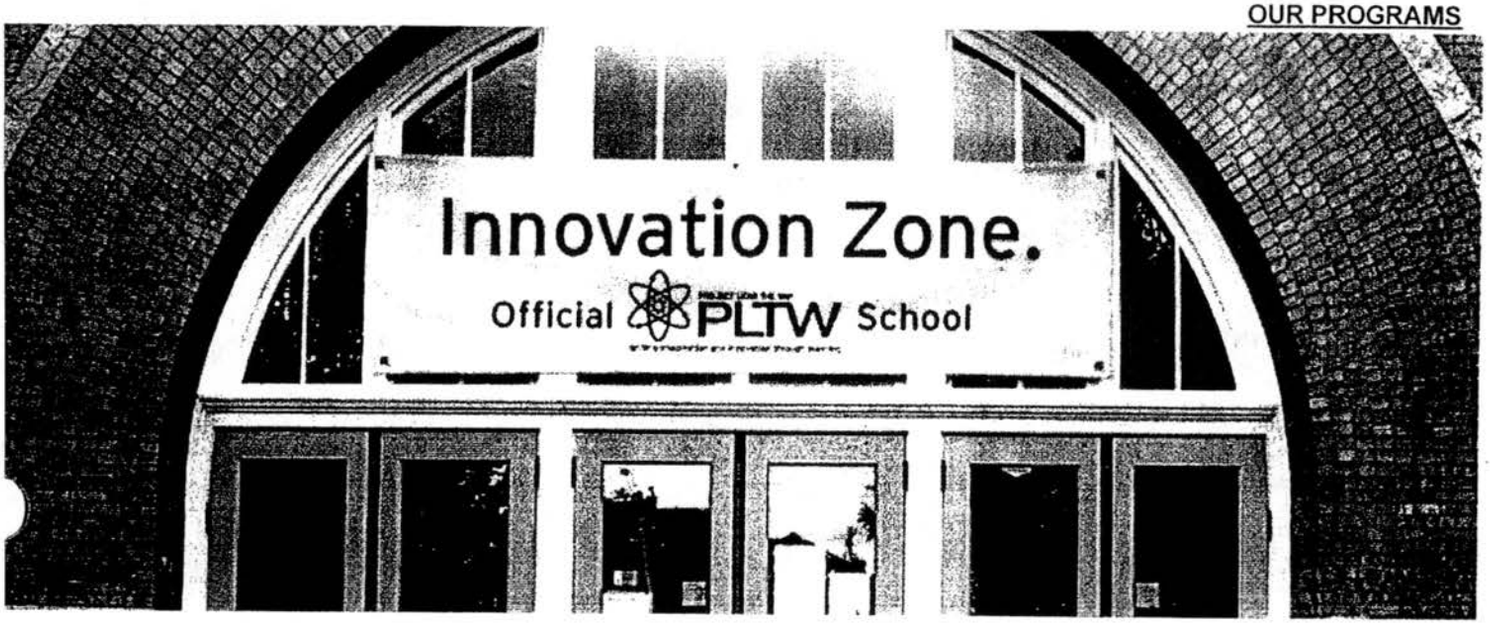
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N THIS SECTION

> Overview
> PLTW Network
> Our Programs
> Outcomes

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PROJECT LEAD THE WAY
PLTW



'LTW works closely with new schools and school districts to make sure that implementation of our igorous curriculum is smooth and streamlined. All schools that would like to implement a PLTW program ıust complete the online registration process during the open registration period. Registration for the 2011-2 school year is now open - Register today!

ıgreements for the 2011-12 school year are currently being updated as part of the annual review process, nd we will post samples as soon as they are available. In the meantime, please find sample agreements ·om the 2010-11 school year:

- Sample PLTW Engineering School District Agreement (includes middle school Gateway To Technology and high school Pathway To Engineering programs)
- Sample PLTW Biomedical Sciences School District Agreement (high schools only)
- Sample PLTW Post-Secondary Agreement for Secondary Student Learning (for institutions teaching PLTW courses to high school students only)
- Sample PLTW Post-Secondary Agreement for Post-Secondary Student Learning (for institutions teaching PLTW courses to post-secondary students)

tting Started documents are currently being updated as part of the annual review process. New documents ill be posted as soon as they become available. In the meantime, please refer to Getting Started from the)10-11 school year:

PROGRAM PROPOSAL FORM

MOORHEAD AREA PUBLIC SCHOOLS
Moorhead, Minnesota
2010-2011 School Year

Proposal Title: Mandarin Chinese

Date Submitted: Dec. 9, 2010

Proposed Date of Implementation: Fall 2011

Principal Review Signature _____ Date _____

Assistant Superintendent _____ Date _____

Curriculum and Professional Development _____ Date _____

Reviewed by Instruction and Curriculum Advisory Committee:

Recommendation to Superintendent:

Description of Program Proposal
(Information in support of the proposal should be as comprehensive as possible.)

Brief Description and Purpose of Proposal:
Moorhead High School will offer Mandarin Chinese in addition to Spanish for grades 9-12. Budget cuts over the last few years have led to significant reductions in the number of foreign languages offered at Moorhead High School. Mandarin Chinese is the recommended language to expand our current foreign language offerings.

Review of Supporting Literature for Proposal:
In March of 2010, the World Languages Task Force recommended the following:

- To develop a strong, well-articulated K-12 World Language Program
- To make Foreign Language in Elementary School (FLES) available to all students
- To continue the K-5 Spanish Immersion Program
- To make a strong bridge program available to immersion students at the middle school
- To begin high school language credits at the middle school level
- To build a high school language program with levels 1-6, including AP classes in three to four languages
- To establish an International Baccalaureate magnet school

Mandarin Chinese Project
Governor Tim Pawlenty's proposal to develop and provide school districts with common curriculum, materials and classroom assessments to be used for a Mandarin Chinese program was adopted by the

2006 Legislature. The legislation also required the Minnesota Department of Education to make recommendations on related issues including teacher preparation programs, the need for an adequate supply of Mandarin Chinese teachers, expedited licensure for Mandarin Chinese teachers and the development of an adequate number of high-quality programs. A network of approximately 100 higher education representatives, educators, Chinese speaking people, business representatives, Department of Education staff and other interested partners were brought together to accomplish the goals set forth by the governor and legislature. The work of these groups has been completed and includes a final report to the governor and legislature.

Rationale and Need (Baseline data must be included):
Currently, Moorhead High School only offers Spanish I-V to students in grades 9-12. To better meet the global needs of Moorhead students, more than one world language must be offered at the secondary level. Mandarin Chinese provides Moorhead High students with a culture and language experience that will provide each student with leverage to participate in the world market. In addition, through a student alumni survey, it was also suggested that Moorhead High offer Chinese or Arabic in order to compete in the global market.

Reasons for Proposal, Changes in Present Program or Policy:
As stated above.

Anticipated Outcomes of the Proposal
We anticipate that thirty to fifty students will sign up for Chinese. Our students have been requesting additional language opportunities.

Summary of Goals of Proposal:
Chinese I and II
These courses aim to support and enrich the learning of Chinese language, history, arts, literature, and culture. Students will improve their language skills in Mandarin pronunciation, Chinese character, composition, reading, oral expressions, and other literary skills. Students will also amplify their cultural literacy through festival celebrations, culture exploration and discussion.
Available to Grades: 9, 10, 11, 12 1 Semester per course 1.0 Credit per course

Alignment with District Strategic Plan or District/Building Goals:
In March of 2010, the World Languages Task Force recommended the following:

- To develop a strong, well-articulated K-12 World Language Program
- To make Foreign Language in Elementary School (FLES) available to all students
- To continue the K-5 Spanish Immersion Program
- To make a strong bridge program available to immersion students at the middle school
- To begin high school language credits at the middle school level
- To build a high school language program with levels 1-6, including AP classes in three to four languages
- To establish an International Baccalaureate magnet school

Strategic Plan 2007
Priority Area 2: Enhance curriculum and instructional experiences to meet the needs of all learners. Identify strategies to support diverse learners to acquire 21st century skills, knowledge and expertise to succeed in life and work in the 21st century.

Procedures for Program Development and Coordination:

The program development is currently in process. Dr. Kovash and Missy Eidsness have been in discussion with the Fargo Public Schools regarding securing long-term Chinese instructors from China. Additional meetings have been arranged with representatives from MSUM and Concordia to brainstorm ways to collaborate in delivering high quality Chinese instruction. If we are unable to find a licensed Chinese instructor, our district has two options: an IVT course through District 287 or an online course through the Fergus Falls Online Academy.

List of steps used in planning the proposal:
2007 District Strategic Plan
2009-2010 Referendum identified need - World Language
2009-2010 World Language Task Force
2010-2011 Participation in the Fargo-Moorhead Chinese Task force
2011-2012 Implement Level I Chinese at Moorhead High School

Anticipated Expenses for Program Development and implementation:

Section A	ITV/Online	Classroom
Personnel (Salaries)		$25,000 for 0.5 FTE
Extended Time		
Support Staff		
Substitutes		
Equipment	$20,000 to outfit a room for ITV capability	
Materials and Supplies		$6,000 for textbooks
Travel Expenses		
Registration	$800 per student per year	

Anticipated Sources of Revenue for Program Development and Implementation

Section B	ITV/Online	Classroom
Grants		
Building Staff Development		
Donations		
District Funds	All Revenue	All Revenue
Building Funds		
Other		

Budget Narrative:
The way the district is able to offer Chinese instruction will determine the expenses we will incur. See the chart above.

Additional Staff Needs:
The district will either need to contract with or hire a Chinese instructor up to 1 FTE. If an instructor cannot be found, alternative delivery such as an ITV or online course may be offered.

Space Requirements:
One classroom.

Scheduling Requirement:
Year long skinny (36 weeks) or Semester block (18 weeks).

Evaluation:
Quantitative: Number of students (minorities and females that enroll each year will be tracked)
Qualitative: Number of students that attempt and pass the college exam

Northern Star Online

A PUBLIC SCHOOL PARTNERSHIP LEADING THE WAY IN VIRTUAL LEARNING

Chinese Language Project

Program Summary



Interactive TV/Online blended delivery

A partnership of regional service cooperatives delivering Mandarin Chinese instruction to all students throughout Minnesota

Courses for 2010-2011

- Chinese 1
- Chinese 2
- Chinese 3
- Chinese 4

Curriculum

- Developed collaboratively by nine Chinese teachers through the Intermediate District 287 Northern Star Online and World Language Programs
- Supported by a grant from the Learning Innovations Council of ISEEK
- Coordinated with the K-12 Regional Telecom Network
- Textbooks (included in cost, but must be returned at end of school year or purchased)
    - *Chinese for Youth* (textbook and workbook) for Chinese 1-2
    - *Integrated Chinese* (textbook, workbook and character book) for Chinese 3-4
- Standards: Curriculum is aligned with standards set by the Intermediate District 287 World Language Program, based on A Model for Use in Setting Local World Language Standards recommended by the MN Department of Education.

Interactive TV Instruction

- Students have scheduled class with the teacher through interactive television for one period

2-3 days per week.
- The teacher is located at a Twin Cities area site: TIES in St. Paul or Intermediate District 287 Service Center in Plymouth.
- Students are connected at their local high schools.
- Days and times are arranged in coordination with the local schools.
- The class focuses on speaking and listening activities on these days, with some time for questions and instruction on reading and writing.

Online Instruction

- Students have access to online curriculum materials and activities during class time on the days they do not have ITV sessions, and outside of class at any time.
- Assignments, exercises, quizzes and tests are managed through the online course. management system, Moodle, which is supported by Northern Star Online and TIES.
- Course activities make use of multi-media applications, internet sites, and supplementary materials for practice and enhancement.

Technology Requirements

- Connection to Interactive TV Network for ITV days (contact regional telecom coordinator or District 287 for details)
    - Monitor, camera and microphone for students
    - Codec machine
    - Connection to regional or state network
- Student access to computer lab for online days
    - Connection to the Internet
    - Chinese character configuration
    - Word processing software
    - Real Player or equivalent for media files

Funding

- Regional Telecom Networks and Online Learning Consortia contract with Intermediate District 287 for $375/student/semester
- Individual districts contract with Intermediate District 287 for $400/student/semester
- Students can also take the course only online, by registering directly through Northern Star Online (www.northernstaronline.org)

Registration and Reporting

- For ITV enrollment, the student must consult with their home district for registration.
- ITV times are arranged with the schools and regional technology coordinators as needed.
- The local school sends student registration information to Intermediate District 287.
- Grades are recorded in the Intermediate District 287 student information system, and report cards are sent to the student and the local district for credit transfer.
- Quarters, semester and trimester grading schedules can be accommodated.

Participation in 2009-2010

- 6 Regional Telecommunications Networks
- 2 Online Learning Providers
- 18 schools
- 105 students
- 12 class sections
- 4 teachers
- View Partners list

Further information

Jon Voss
Intermediate District 287

Supervisor of Academic Programs
763-550-7134
jwvoss@district287.org

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

Intermediate District 287 is proud to provide Northern Star Online to our consortium members:

Bloomington Public Schools | Eden Prairie Public Schools | Edina Public Schools | Hopkins Online Academy
Minnetonka Public Schools | ISD 361 International Falls Public Schools | Northeast Metro 916
Richfield Public Schools | Saint Paul Public School | School District 112
SOCRATES (South Central Regional Area Telecommunications System) | TIES | Wayzata Public Schools

ACADEMY MINNESOTA
Where Education Clicks

CURRICULUM

- Curriculum for Grades 6-8
- Curriculum for Grades 9-12
- Graduation Requirements
- Typical Course Selections
- Technical Requirements

With iQ Academy, students can be confident they will receive an education that will prepare them for the future.
— Gary, iQ Academy Program Manager

High School Curriculum for Grades 9-12

iQ Academy Minnesota provides a core high school curriculum for grades 9-12 based on Minnesota's state-approved academic standards. Forty-two credits are required to graduate from iQ Academy Minnesota, including core area subjects and a wide variety of electives. All courses are two semesters long and receive 1 credit, unless noted otherwise.

In addition, we offer choices from a variety of electives that place emphasis on individual interests and career ambitions.



Printable Course List

login here
enroll now
open houses
request more info

Click on the icon or course title to expand the course description.

Language Arts

[+] English 9 (Honors English 9)	Grade Level: 9
[+] English 10 (Honors English 10)	Grade Level: 10
[+] English 11 (Honors English 11)	Grade Level: 11
[+] Creative Writing	Grade Level: 9, 10, 11, 12
[+] English 12	Grade Level: 12
[+] Journalism*	Grade Level: 9, 10, 11, 12

Science

[+] Biology (Honors Biology)	Grade Level: 9, 10, 11
[+] Chemistry	Grade Level: 9, 10, 11, 12
[+] Earth Science	Grade Level: 9, 10, 11, 12
[+] Physical Science (Honors Physical Science)	Grade Level: 9, 10, 11, 12
[+] Physics	Grade Level: 9, 10, 11, 12

Math

[+] Algebra I (Honors Algebra I)	Grade Level: 9, 10, 11, 12
[+] Algebra II (Honors Algebra II)	Grade Level: 9, 10, 11, 12
[+] Calculus	Grade Level: 9, 10, 11, 12
[+] Consumer Math	Grade Level: 9, 10, 11, 12
[+] Geometry	Grade Level: 9, 10, 11, 12
[+] Math Concepts	Grade Level: 9, 10, 11, 12
[+] Pre-Algebra	Grade Level: 9, 10, 11, 12

[+] German I — Grade Level: 9, 10, 11, 12

[+] German II — Grade Level: 9, 10, 11, 12

[+] German III — Grade Level: 9, 10, 11, 12

[+] Latin I — Grade Level: 9, 10, 11, 12

[+] Latin II — Grade Level: 9, 10, 11, 12

[-] Mandarin Chinese I — Grade Level: 9, 10, 11, 12

This is a beginning level course that will introduce the student to a variety of areas of Mandarin Chinese (simplified). In this course, the student will learn listening, speaking, reading and writing skills through activities that are based on pedagogically proven methods of foreign language instruction. Grammar is introduced and practiced in innovative and interesting ways with a variety of learning styles in mind.

[-] Mandarin Chinese II — Grade Level: 9, 10, 11, 12

This course is a continuation of a beginning level course that will introduce the student to a variety of areas of language learning. In this course, the student will learn listening, speaking, reading and writing skills through activities that are based on pedagogically proven methods of foreign language instruction. Throughout the five units of material (Daily Routine, Animals, Hobbies, The Body and Descriptions), students learn to express themselves using an ever increasing vocabulary, present-tense verbs, articles, and adjectives. Grammar is introduced and practiced in innovative and interesting ways with a variety of learning styles in mind.

[+] Spanish I — Grade Level: 9, 10, 11, 12

[+] Spanish II — Grade Level: 9, 10, 11, 12

[+] Spanish III — Grade Level: 9, 10, 11, 12

[+] Spanish IV — Grade Level: 9, 10, 11, 12

Electives: Technology

[+] Computer Applications — Grade Level: 9, 10, 11, 12

[+] Game Design* — Grade Level: 9, 10, 11, 12

[+] Programming I (VB.net)* — Grade Level: 9, 10, 11, 12

[+] Programming II (JAVA)* — Grade Level: 9, 10, 11, 12

[+] Web Design* — Grade Level: 9, 10, 11, 12

* One semester credit.

** AP and Advanced Placement Program are registered trademarks of College Entrance Examination Board. KC Distance Learning has been authorized to use the AP designation by successfully passing The College Board's reviews.

† Board of Regents Approval Pending.

Course offerings and titles may be subject to change.

DATE: June 15, 2010

TO: Mandarin Chinese Language Task Force

FROM: Connie L. Nelson, FPS Grant Writer/Mgr.

RE: Discussion Summary – 6/14/2010

PARTICIPANTS: Bob Grosz, Nancy Jordheim, Connie Nelson – Fargo Public Schools; Tim Borchers, Mary Throndset – MSUM; and, Justin Wageman, NDSU

Nancy Jordheim announced that she would be participating in a trip to China, sponsored by the "HanBan" or Office of Chinese Language Council International and the College Board. The HanBan mission statement says, "HanBan is committed to developing Chinese language and culture teaching resources and making its services available worldwide, meeting the demands of overseas Chinese learners to the utmost degree and to contributing to global diversity and harmony." Her group leaves Monday, June 21 and will be in TinJin province, north of Beijing, for one week. She will report on this experience at the July 12 meeting of this group.

Nancy added that it is an opportunity to meet with college program staff and students to build relationships and also to gain some cultural understanding. The cost includes airfare to Chicago and return plus the cost of her VISA ($1,500). Approximately 300 school administrators were invited, and will visit areas and schools in China in groups of 20. Dr. Buresh has been very supportive of developing connections in China to support the Mandarin Chinese language program in Fargo Schools.

Nancy also reported that the "Confucius Institute", sponsored by the Office of Chinese Language Council International (HanBan) is planning to establish university-based sites in all 50 U.S. states. Both Dickinson State University and NDSU have applied to be the North Dakota site. The University of Minnesota has an established Chinese program and St. Cloud State has a new program. Both universities utilize the Concordia Language Villages for enrichment activities.

And finally, Nancy reported that Gary Smith, Dean of Architecture and Engineering at NDSU has told her that he is very supportive of making international connections for the local community. There was discussion on positioning Chinese language and culture programs as an economic development tool or strategy.

Neither Janet Welk, Executive Director for the North Dakota ESPB nor John Melick, Minnesota Division of Educator Licensing, was available to meet with the group via video conference, as initially planned. A discussion will be re-scheduled in July. There was discussion on various tracks to state (ND) licensing, including: portfolios, securing teacher credentials, and graduate degrees. Tim Borchers provided a handout called, "Becoming a Licensed Chinese Teacher in Minnesota" that could be utilized as a model for North Dakota.[1]

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[1] http://education.state.mn.us/MDE/groups/Communications/documents/Report/030708.pdf

Tim also offered the Spanish program at MSUM as a model for establishing licensing guidelines for native language teachers. There was a brief discussion on the issues related to meeting *highly qualified* requirements for K-12 teachers and the PRAXIS – Level I exam, which assesses pre-service teaching skills (Level II assesses program knowledge). Minnesota is developing a new licensing assessment, and may not use PRAXIS to test pre-service teachers in the future.

Next, Bob Grosz talked about a "dual credit" program that Detroit Lakes had in place and a developing initiative in Fargo schools based on the reimbursement system used in Minnesota schools. Mary Throndset offered information regarding an exchange program through the University of Minnesota where current language teachers could spend time in China. She also suggested that college level courses (Level 3 or above) could be offered in the evening for high school students and others. Tim Borchers offered that adults, especially those involved in global businesses, may be interested in both a Chinese language and a Chinese culture course in the evenings. *Qualified* high school students could be included in these courses, e.g. following completion of Levels 1 and 2, for example. There was also a discussion regarding reimbursement for "post-secondary options" (PSO) at MSUM that could include other F-M Area Metro schools and businesses.

There was discussion on the involvement of Concordia College, Dr. Tao Ming and the Concordia Language Villages in an expanded Chinese language/culture program. The group agreed in general that the Concordia resources could certainly provide enrichment opportunities. Connie Nelson has previously met with Karin Olson Held, assistant to the Director for Development for the Concordia Language Villages and Jill Veil-Ehnert, Office of Advancement at Concordia on a potential cooperative languages project. She will invite them to the July meeting of this group. In addition, Connie and Nancy Jordheim have had discussions with Dr. Ming regarding the FPS Chinese language program. Dr. Ming chairs the program at Concordia.

Bob Grosz suggested that although FPS only offers a high school course in Mandarin Chinese, a goal is to provide exposure to languages at the elementary and middle levels eventually. One model (Track I) would build upon exposure to Chinese culture through the grades utilizing the FPS World Languages Study Group as resources (all language teachers are part of this group), after school enrichment programs, PTA members and community resources. Next, Chinese language courses would be introduced as part of the World Languages program in middle schools, and intro courses in Chinese language in high school. Track II (for the truly motivated student) could include "dual credit" courses through the local colleges (Levels 3 and 4) with a shared payment system between ND-DPI, Fargo Schools and the local colleges. He recommended that college tuition fees for high school students should be based on matriculation costs (only). Enrichment and immersion programs would be provided through the Concordia Language Villages.

Connie added that grant funding could support start-up costs or a pilot project, and that there is some funding available through the Confucius Institute for this. She added that FLAP will probably become part of a new federal (competitive) grant program called *Effective Teaching and Learning for a Complete Education* and/or another one called *Effective Teaching and Learning for a Well-Rounded Education.*[2]

Nancy Jordheim suggested that developing programs for students was one initiative, while securing/training/hiring teachers who meet ND licensing standards would be a separate project. She suggested that a way to interest current world language teachers to pursue Chinese language and/or culture courses would be to provide courses at a graduate level to meet re-licensing requirements. There was discussion on how graduate courses could be delivered, e.g. at night, on campus, electronically, or in the summer. In general, Nancy suggested that there is a need to "grow new language teachers" because *all* of the world languages need future teachers. She added that reaching the "highly qualified" criteria for licensing will be difficult. Some type of "reciprocity" may be needed, at least at start-up.

In other discussion, Tim Borchers said that John Hall, MSUM, has been involved in securing approval for the Spanish native speaker teacher education program, and he will invite him to attend the July meeting. Mary will also invite Lynne Kovash, Moorhead Schools to participate, and Nancy will invite WeiWei (Vivian Qian), the Fargo Mandarin Chinese teacher. Justin will be out of town for the next discussion.

The next discussion was scheduled for 8:30, Monday, July 12 at the Fargo Schools District Office. More detailed information will follow.

CLN

[2] *FY 2011 ED Budget Summary: Programs Proposed for Consolidation or Elimination* (retrieved 5/12/2010); ED.gov, U.S. Department of Education.

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.040 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: December 7, 2010

SUBJECT: Certification of Final 2010 Payable 2011 Property Tax Levy

School districts are no longer required to hold a separate Truth in Taxation hearing or continuation hearing. Districts are required to discuss the levy and the current year's budget at a regularly scheduled board meeting and allow the public to speak; this will occur at the upcoming meeting on December 13, 2010 at 7:00 p.m. The final levy certification will be adopted at the same board meeting.

The School Board approved the preliminary tax levy on September 27, 2010. The next step in the levy certification process requires the School Board to certify the district's final 2010 Payable 2011 Property Tax Levy by December 28, 2010. Attached please find the Levy Limitation and Certification Report provided by the Minnesota Department of Education. The amount that will be levied for each of the levy categories and the total levy are listed below:

General – RMV Voter Jobz Exempt	4,261,180.26
General – RMV Other Jobz Exempt	653,086.79
General – NTC Other Jobz Exempt	1,466,483.03
Community Service – Other Jobz Exempt	458,866.22
General Debt Service – Voter Jobz Nonexempt	6,026,195.92
OPEB/Pension – Other Jobz Nonexempt	714,408.00
Total Levy	$13,580,220.22

Suggested Resolution: Move to approve the certification of the final 2010 Payable 2011 Property Tax Levy in the amount of $13,580,220.22.

WAK:nls
Attachment

Minnesota Department of Education
Levy Limitation and Certification Report
2010 Payable 2011

District Number-Type: 0152-01
District Name: MOORHEAD PUBLIC SCHOOL DISTRICT
Home County: CLAY

Date Printed: 12/7/10
Limits Updated: 11/18/10
Certified Submitted: 12/7/10

	LIMIT	PROPOSED	CERTIFIED
SUBTOTALS BY LEVY CATEGORY			
GENERAL - RMV VOTER - JOBZ EXEMPT	4,261,180.26	0.01	4,261,180.26
GENERAL - RMV OTHER - JOBZ EXEMPT	653,086.79	543,171.63	653,086.79
GENERAL - NTC VOTER - JOBZ EXEMPT	0.00	0.00	0.00
GENERAL - NTC OTHER - JOBZ EXEMPT	1,466,483.03	1,466,483.03	1,466,483.03
COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT	458,866.22	458,866.22	458,866.22
GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT	6,026,195.92	6,026,195.92	6,026,195.92
GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT	0.00	0.00	0.00
OPEB DEBT - NTC VOTER - JOBZ NONEXEMPT	0.00	0.00	0.00
OPEB DEBT - NTC OTHER - JOBZ NONEXEMPT	714,408.00	714,408.00	714,408.00
SUBTOTALS BY FUND			
GENERAL FUND	6,380,750.08	2,009,654.67	6,380,750.08
COMMUNITY SERVICES FUND	458,866.22	458,866.22	458,866.22
GENERAL DEBT SERVICE FUND	6,026,195.92	6,026,195.92	6,026,195.92
OPEB/PENSION DEBT SERVICE FUND	714,408.00	714,408.00	714,408.00
SUBTOTALS BY TAX BASE			
REFERENDUM MARKET VALUE	4,914,267.05	543,171.64	4,914,267.05
NET TAX CAPACITY	8,665,953.17	8,665,953.17	8,665,953.17
SUBTOTALS BY TRUTH IN TAXATION CATEGORY			
VOTER APPROVED	10,287,376.18	6,026,195.93	10,287,376.18
OTHER	3,292,844.04	3,182,928.88	3,292,844.04
TOTAL LEVY			
TOTAL LEVY	13,580,220.22	9,209,124.81	13,580,220.22

The school district must submit the completed original of this form to the home county auditor by December 29, 2010. A duplicate form must be submitted to Minnesota Department of Education, Program Finance Division, 1500 Highway 36 West, Roseville, MN 55113, by January 7, 2011.

The certified levy listed above is the levy voted by the school board for taxes payable in 2011.

Signature of School Board Clerk _____

Date of Certification _____

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.051R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, State and Federal Law Prohibiting Discrimination 102, for your review.

Suggested Resolution: Move to approve the policy, State and Federal Law Prohibiting Discrimination 102, as presented.

LAK:mde
Attachment

State and Federal Law Prohibiting Discrimination

Type:	School Board Policy
Section:	100 SCHOOL DISTRICT
Code:	102
Adopted Date:	4/24/1984
Revised Date(s):	09/12/2005, 10/12/2009
Reviewed Date(s):	10/22/1990, 03/13/1995, 12/13/1999, 02/09/2004, 09/12/2005, 10/12/2009
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to outline the Moorhead Area Public Schools responsibility in complying with state and federal law regarding discrimination.

II. GENERAL STATEMENT

Moorhead Area Public Schools shall comply with federal and state law prohibiting discrimination and with the requirements imposed by or pursuant to regulations issued thereto, to the end that no person in the Moorhead Area Public Schools shall on the grounds of race, color, national origin, creed, religion, sex, marital status, age, limited English proficiency, sexual orientation, status with regard to public assistance, family care leave status, veteran status, or disability be excluded from any educational program or activity, or in employment, or recruitment, consideration, or selection therefore, including hiring, discharge, promotion, compensation, facilities or privileges of employment, whether full time or part time, under an educational program or activity for which the school is responsible. The Moorhead Area Public Schools also make reasonable accommodations for disabled employees and students.

Any inquiries concerning this policy may be referred to:

Office of the Superintendent
Probstfield Center for Education
2410 14th Street South
Moorhead, MN 56560
(218) 284-3330

The school district prohibits the harassment of any individuals for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the district's internal procedures for addressing complaints of harassment, please refer to the district's policy on harassment and violence.

III. REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination based on race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, status with regard to public assistance, or disability toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:
29 U.S.C. 794 et. seq. (B 504 of Rehabilitation Act of 1973, Title I and Title V of the Americans with Disabilities Act of 1990)
Minnesota Statute 123B.03 (Background Checks)
Minnesota Statute 43A.11 (Veteran's Preference)
Title VII. of the Civil Rights Act of 1964
Equal Pay Act of 1963
Age Discrimination in Employment Act of 1967
Civil Rights Act of 1991
Minnesota Statute 363 (Minnesota Human Rights Act)
29 U.S.C. 2615 (Family and Medical Leave Act)
38 U.S.C. 4301 et. seq. (Vietnam Era Veterans Readjustment Assistance Act)
38 U.S.C. 4211 et. seq. (Veterans Reemployment Rights Act)

Cross References:
Moorhead School Board Policy 401: Equal Employment Opportunity Statement
Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity
Moorhead School Board Policy 404: Employment Disability Nondiscrimination
Moorhead School Board Policy 410: Employment of Faculty and Staff
Moorhead School Board Policy 411: Veteran's Preference Hiring
Moorhead School Board Policy 501: Equal Educational Opportunity
Moorhead School Board Policy 502: Student Disability Nondiscrimination
Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.052R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, School Board Member Development 203, for your review.

Suggested Resolution: Move to approve the policy, School Board Member Development 203, as presented.

LAK:mde
Attachment

o 2

School Board Member Development

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	203
Adopted Date:	8/27/2001
Revised Date(s):	01/08/2007
Reviewed Date(s):	02/24/2003, 01/08/2007
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to recognize the need for continuing inservice and development for its members and to encourage members of the Moorhead School Board to participate in professional development activities designed for them so they can perform their responsibilities.

II. GENERAL STATEMENT ~~OF POLICY~~

A. All Moorhead School Board members are encouraged to participate in School Board and related workshops and activities sponsored by the local, state and National School Board Association (NSBA), as well as in activities of other educational groups. Funds for participation at such meetings will be allocated in the Annual Operating Plan as approved by the School Board.

B. School Board members are expected to report back to the School Board and share materials of interest gathered at various meetings and workshops.

C. New School Board members will be provided the opportunity and encouraged, as required by Minnesota Statute 123B.09 Subd. 2, to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School Board members shall receive training in school finance and management developed in consultation with MSBA. Board clerks, as required by Minnesota Statute 204B.25, will attend state/county auditor training meetings related to municipal/county/school board elections every two years.

D. Moorhead School Board members will be reimbursed for necessary expenses to attend meetings and conventions pertaining to school activities and objectives of the School Board within approved policy and budget allocations of the school district relating to reimbursement of expenses involving attendance at workshops and conventions. (See Moorhead School Board Policy 824: Reimbursement for Travel, Professional Meetings and Conferences.)

F. Attendance and selection of School Board members to attend the annual NSBA meeting

will be at the discretion of the School Board, with School Board members encouraged to attend one meeting during their term of office.

G. If the School Board determines it is in the interest of the school district to have School Board members attend other non-association state or additional national conferences as a School Board representative, reimbursement of expenses by the school district must be approved by the School Board.

Legal References:
Minnesota Statute 123B.09 Subd. 2 (School Board Member Training)
Minnesota Statute 204B.25 Subd. 4 (Training for Local Election Officials)

Cross-References:
Moorhead School Board Policy 216: Out-of-State Travel by School Board Members
Moorhead School Board Policy 722: School District Owned Vehicle Reservations
Moorhead School Board Policy 824: Reimbursement for Travel, Professional Meetings and Conferences

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.053R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, School Board Public Hearings 212, for your review.

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

LAK:mde
Attachment

School Board Public Hearings

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	212
Adopted Date:	8/27/2001
Revised Date(s):	01/14/2008
Reviewed Date(s):	10/10/2005, 01/14/2008
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to ensure that the School Board of the Moorhead Area Public Schools recognizes the importance of obtaining public input on matters properly before the School Board.

II. GENERAL STATEMENT

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

III. PROCEDURES

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

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

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

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

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

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

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

Legal References:
Minnesota Statute 123A.15 (Education District Establishment)
Minnesota Statute 123A.30 (Agreements for Secondary Education)
Minnesota Statute 123B.51 (School Closings)
~~Minnesota Statute 275.065 (Truth and Taxation)~~

Cross References:
Moorhead School Board Policy 210: School Board Meeting Rules of Order
Moorhead School Board Policy 211: Open and Closed School Board Meetings

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.054R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, 'We Are Proud' Guidelines 215, for your review.

Suggested Resolution: Move to approve the policy, 'We Are Proud' Guidelines 215, as presented.

LAK:mde
Attachment

'We Are Proud' Guidelines

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	215
Adopted Date:	5/27/2003
Revised Date(s):	10/09/2006
Reviewed Date(s):	10/09/2006
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to establish guidelines for the "We Are Proud" portion of the Moorhead School Board meeting agenda.

II. GENERAL STATEMENT ~~OF POLICY~~

In order to recognize the accomplishments of the students and adults associated with Moorhead Area Public Schools, all suggestions of recipients should be forwarded to the District Communications Coordinator and/or the Superintendent's office for approval.

The following will serve as guidelines for recognition:

A. Students - Advisor(s)/coach(es)/teacher(s) will identify:

1. First place finishers at local or regional competitions.

2. State level qualifiers following the completion of the final competition, thus permitting state honors to also be recognized; and

3. Individual and/or student groups recognized for various regional or national awards or achievements.

B. Adults:

1. Peers identified by staff members, coaches, advisors, or School Board members that receive local, regional, state or national levels of achievement; or

2. Parents or community members that contribute significantly to the school district and the educational process.

Cross Reference:
Moorhead School Board Policy 213: School Board Meeting Agendas

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.055R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Out-of-State Travel by School Board Members 216, for your review.

Suggested Resolution: Move to approve the policy, Out-of-State Travel by School Board Members 216, as presented.

LAK:mde
Attachment

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, 06/14/2010
Reviewed Date(s):	01/08/2007, 11/26/2007, 05/11/2009, 06/14/2010
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:
Minn. Stat. 123B.09, Subd. 2 (School Board Member Training)
Minn. Stat. 471.661 (Out-of-State Travel)
Minn. Stat. 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

Superintendent of Schools
Moorhead Area Public Schools

Memo S.11.056R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Human Rights Committee 235, for your review.

Suggested Resolution: Move to approve the policy, Human Rights Committee 235, as presented.

LAK:mde
Attachment

Human Rights Committee

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	235
Adopted Date:	2/24/2003
Revised Date(s):	02/12/2007
Reviewed Date(s):	02/12/2007
Attached Files:	No Documents Found.

RECOMMENDATION IS TO DELETE POLICY.

~~I. PURPOSE~~

~~The purpose of this committee is to review and discuss multicultural, gender fair, disability sensitive concerns and issues and annually present a progress report related to the Moorhead Area Public Schools (ISD 152) Inclusive Education Plan for all learners to the Instruction and Curriculum Advisory Committee and to recommend appropriate revisions in the annual Moorhead Area Public Schools (ISD 152) Inclusive Educational Plan every six years.~~

~~II. GENERAL STATEMENT OF POLICY~~

~~A. Organization~~

~~The committee shall at a minimum consist of the following members: one (1) central office administrator; one (1) city-school liaison; one (1) home-school liaison; one (1) ESL educator; one (1) middle school student; one (1) high school student; two (2) parents; two (2) non-licensed staff; one (1) board member; one (1) elementary principal; one (1) secondary principal; one (1) elementary teacher; one (1) high school teacher; one (1) middle school teacher; one (1) Native American educator, and one (1) community representative. Efforts should be made to have this committee represent the diversity of the community.~~

~~B. Level of Authority~~

~~A recommending body to the district administration and Moorhead School Board through the Instruction and Curriculum Advisory Committee responsible to the Superintendent.~~

~~C. Communications~~

~~Each committee member will solicit input from the stakeholders they represent.~~

~~D. Schedule of Meetings~~

~~Meets quarterly on the dates identified at the initial meeting of the year which will be called by the Superintendent or designee.~~

~~Legal References:~~
~~Minnesota Statute 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)~~
~~Minnesota Statute Chapter 363A (Human Rights)~~
~~Minnesota Statute 626.556 et seq. (Reporting of Maltreatment of Minors)~~
~~Minnesota Statute 609.341 (Definitions)~~
~~42 U.S.C. 2000e et seq. (Title VII of the Civil Rights Act)~~

~~Cross References:~~
~~Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination~~
~~Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee~~
~~Moorhead School Board Policy 501: Equal Educational Opportunity~~
~~Moorhead School Board Policy 502: Student Disability Nondiscrimination~~
~~Moorhead School Board Policy 503: Student Parental, Family and Marital Status Nondiscrimination~~
~~Moorhead School Board Policy 570: Prohibition of Harassment and Violence~~

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.057R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, School District Administration 301, for your review.

Suggested Resolution: Move to approve the policy, School District Administration 301, as presented.

LAK:mde
Attachment

96

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

School District Administration

Type:	School Board Policy
Section:	300 DISTRICT ADMINISTRATION
Code:	301
Adopted Date:	8/27/2001
Revised Date(s):	10/09/2006
Reviewed Date(s):	09/09/2002, 10/09/2006
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the Moorhead School Board.

II. GENERAL STATEMENT ~~OF POLICY~~

A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to provide leadership and management which promotes quality educational programs and services within the context of the school district's goals and budget.

B. The School Board expects all activities related to the operation of the school district to be administered in a well-planned manner, conducted in an orderly fashion, consistent with the policies of the School Board, and conducted in an honest, respectful, and ethical tone.

C. The School Board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration accountable for sound management of the schools.

D. Although the School Board holds the Superintendent ultimately responsible for administration of the school district, the School Board also recognizes the Superintendent's authority to delegate ~~responsibility~~ authority to subordinate administrators. The School Board also recognizes the direct responsibility of building administrators for educational results and effective leadership at the school building level.

E. The School Board and school administration shall work together to share information and decisions that best serve the needs of Moorhead Area Public Schools' students within the financial and facility constraints that may exist.

Legal References:

Minnesota Statute 123B.143 (Superintendent)
Minnesota Statute 123B.147 (Principals)

Cross References:
Moorhead School Board Policy 310: School Superintendent
MSBA Service Manual, Chapter 3, Superintendent of Schools

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.058R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Equal Employment Opportunity Statement 401, for your review.

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

LAK:mde
Attachment

Equal Employment Opportunity Statement

Type:	School Board Policy
Section:	400 EMPLOYEE/PERSONNEL
Code:	401
Adopted Date:	8/12/1980
Revised Date(s):	10/13/2008
Reviewed Date(s):	02/13/1990, 04/26/1994, 04/12/1999, 11/10/2003, 01/14/2008, 10/13/2008
Attached Files:	No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

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

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

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

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

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

III. REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who

reports alleged unlawful discrimination based on race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, status with regard to public assistance, or disability toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:
Minnesota Statute 363A (Minnesota Human Rights Act)
29 U.S.C. 621 et seq. (Age Discrimination in Employment Act)
29 U.S.C. 2615 (Family and Medical Leave Act)
38 U.S.C. 4301 et seq. (Employment and Reemployment Rights of Members of the Uniformed Services)
38 U.S.C. 4211 et seq. (Employment and Training of Veterans)
42 U.S.C. 2000e et seq. (Title VII of the Civil Rights Act)
42 U.S.C. 12101 et seq. (Equal Opportunity for Individuals with Disabilities)

Cross References:
Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity
Moorhead School Board Policy 404: Employment Disability Nondiscrimination
Moorhead School Board Policy 410: Employment of Faculty and Staff
Moorhead School Board Policy 411: Veteran's Preference Hiring
Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.059R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Grievance Procedures for Equal Opportunity 402, for your review.

Suggested Resolution: Move to approve the policy, Grievance Procedures for Equal Opportunity 402, as presented.

LAK:mde
Attachment

Grievance Procedures for Equal Opportunity

Type:	School Board Policy
Section:	400 EMPLOYEE/PERSONNEL
Code:	402
Adopted Date:	12/13/1983
Revised Date(s):	01/08/2007, 08/09/2010
Reviewed Date(s):	05/17/1988, 04/26/1994, 02/08/1999, 11/10/2003, 01/08/2007, 08/09/2010
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to ensure that the Moorhead Area Public Schools provides the opportunity for students, parents, guardians of students, or school district employees to grieve matters pertaining to discriminatory practices. Where grievance procedures are established through master contracts/agreements with employee organizations, either this or the employee organization's procedure may be implemented to resolve the problem.

This procedure addresses itself to discriminatory acts or policies regarding race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, ~~and~~ status with regard to public assistance or disability. This procedure may be used as a complaint against an individual or the school district for alleged discriminatory acts in violation of state or federal statutes or school district policy. Nothing provided herein shall abridge or limit the right of any individual to seek enforcement of state and/or federal laws, or to be represented by counsel.

II. GENERAL STATEMENT

Section 1: Definition

Grievance: A complaint about an alleged violation, misinterpretation, or inequitable application of state and/or federal laws and regulations or school district policy and procedures affecting equality in the educational program and/or employment practices.

Grievant: Any student, parent or guardian of a student, or employee of the school district who believe(s) that ~~in the past ten (10) days~~ there is, or has been, a violation, misinterpretation or inequitable application of state and/or federal laws and regulations or school district policy and procedures affecting equality in the educational program and/or employment practices.

Respondent: Person, persons, or group named in grievance who allegedly discriminated.

Supervisor: Any administrator, i.e. Superintendent, Building Administrator, Assistant Principal, Assistant Superintendent, Human Resources Director, members of the Supervisor's bargaining unit, or Moorhead School Board.

Days: "Days" shall mean all weekdays, excluding Saturday, Sunday and days designated as holidays by state law.

Section 2: Waiver of Steps and Time Limits

~~The number of days indicated shall be the absolute maximum for initiating such a grievance.~~ The Moorhead Area Public Schools encourages grievants to initiate the procedure described in Section 4 as soon as possible after an alleged violation, misinterpretation, or inequitable application of state and/or federal laws and regulations or school district policy and procedures affecting equality in the education program and/or employment pactices occurs. Postmarks or dates or initialed receipts shall serve for counting days to comply with this grievance procedure. Communications must be transmitted through U.S. certified mail or hand delivered and witnessed. The parties, by mutual written agreement, may waive any step and extend any time limit in the grievance procedure. ~~If the grievant does not meet the time limits, the grievance will be considered forfeited.~~ If the respondent/supervisor does not respond within the time limits, the grievant may proceed to the next step immediately.

Section 3: Withdrawal

A grievance may be withdrawn by the grievant at any step.

Section 4: Procedure

The grievant should first make and attempt to resolve the complaint through open discussion with the respondent and/or respondent's immediate supervisor, building supervisor, or his/her designee. The discussion ~~must~~ should take place ~~within a twenty (20) day period from the time that~~ as soon as possible after the alleged incident ~~of discussion occurs~~. The informal complaint shall include the following information: (1) nature of the grievance; (2) facts, including dates, places, persons, and actions; and, (3) relief requested. If the grievance is not resolved in or with the Human Resources Department the informal discussion stage, the grievant may file a formal oral or written complaint (see Administrative Procedure 402.1: Discrimination Complaint Form) with the immediate supervisor of the respondent ~~within twenty-five (25) days from the date of the event giving rise to the complaint~~.

The formal complaint shall include the following information: (1) nature of the grievance; (2) facts including dates, places, persons, and actions; and, (3) relief requested. The formal written grievance shall be certified mailed or hand delivered and witnessed to the immediate supervisor of the respondent or the Human Resources Department who will determine whether the grievance is filed at the correct level. The grievant will be notified if the placement is not appropriate. If filed at the appropriate step, the supervisor will have five (5) days to respond, during which time the supervisor and the Human Resources Director shall have held a conference with interested parties before the response will be sent to the next step.

If the grievant is not satisfied with the response of the previous step, an appeal may be filed with the Superintendent within a period of five (5) days following the supervisor's/Human Resources Director's response. The Superintendent will respond in the same manner as any other supervisor, and will render a decision and mail by certified mail or hand deliver with witness the response within the five (5) day period. A copy of the response will be sent to the district's Human Resources Director and, if applicable, to the School Board.

If the grievant is not satisfied with the response of the Superintendent, an appeal may be filed with the School Board within a five (5) day period following the Superintendent's response. The School Board will have the following options to consider the matter: 1) within 14 days, appoint an independent hearing officer; 2) within 14 days, appoint a subcommittee of the School Board to hear the grievance; or, 3) within 14 days, take the grievance to the full School Board to be considered at the next regularly scheduled School Board meeting unless the School Board is next scheduled to meet within seven (7) days of receipt of the grievance appeal.

The School Board decision shall be rendered within five (5) days of the hearing of the grievance. A copy of the response shall be sent to the Superintendent and to the district's Human Resources Director.

Nothing in this grievance procedure shall preclude the grievant from filing a complaint with any or all of the following agencies at any time:

MN Department of Human Rights
~~Army Corps of Engineers Centre~~
190 East 5th Street, Suite ~~704~~ 700
St. Paul, MN 55101
1-800-657-3704

U.S. Equal Employment Opportunity Commission
1801 L Street NW
Washington, D.C. 20507
(202) 663-4900

Equal Employment Opportunity Commission (Regional Office)
Reuss Federal Plaza
310 W. Wisconsin Avenue
Suite 800
Milwaukee, WI 53203-2292
1-800-669-4000

Equal Employment Opportunity Commission
330 2nd Avenue South, Suite ~~430~~ 720
Minneapolis, MN 55401-2224
612/335-4040

III. REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination based on race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, ~~and~~ status with regard to public assistance or disability, toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:
Minnesota Statute 363 (Minnesota Human Rights Act)
29 U.S.C. 621 et. seq. (Age Discrimination in Employment Act)
29 U.S.C. 2615 (Family and Medical Leave Act)
38 U.S.C. 4301 et. seq. (Vietnam Era Veterans Readjustment Assistance Act)
38 U.S.C. 4211 et. seq. (Veterans Reemployment Rights Act)
42 U.S.C. 2000e et. seq. (Title VII of the Civil Rights Act)
42 U.S.C. 12101 et. seq. (Americans with Disabilities Act)
20 U.S.C. 1681 et. seq. Title IX of the Education Amendments of 1972)

Cross References:
Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 401: Equal Employment Opportunity Statement
Moorhead School Board Policy 404: Employment Disability Nondiscrimination
Moorhead School Board Policy 410: Employment of Faculty and Staff
Moorhead School Board Policy 411: Veteran's Preference Hiring
Moorhead School Board Policy 570: Prohibition of Harassment and Violence

106

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.060R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Employment Disability Nondiscrimination 404, for your review.

Suggested Resolution: Move to approve the policy, Employment Disability Nondiscrimination 404, as presented.

LAK:mde
Attachment

Employment Disability Nondiscrimination

Type:	School Board Policy
Section:	400 EMPLOYEE/PERSONNEL
Code:	404
Adopted Date:	8/12/2002
Revised Date(s):	01/08/2007
Reviewed Date(s):	01/08/2007
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT ~~OF POLICY~~

A. Moorhead Area Public Schools shall not discriminate against qualified individuals with disabilities, because of the disabilities of such individuals, in regard to job application procedures, hiring, advancement, discharge, compensation, job training, or any other terms, conditions or privileges of employment.

B. Moorhead Area Public Schools shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.

C. Moorhead Area Public Schools shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.

D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy should contact ~~the Superintendent~~ his or her supervisor. The~~y~~ applicant or employee may be referred to the Human Resources Department or the appointed ADA/Section 504 coordinator. Moorhead Area Public Schools will work with otherwise qualified individuals with a disability in an effort to identify a reasonable accommodation. Examples of possible accommodations include modified work areas or schedules.

III. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who requests an accommodation. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:
29 U.S.C. 794 et seq. (Rehabilitation Act of 1973, 504)
42 U.S.C., Ch. 126, Section 12112 (Americans with Disabilities Act)
29 C.F.R. Part 32
34 C.F.R. Part 104
Minnesota Statute Chapter 363A (Minnesota Human Rights Act)

Cross References:
Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination
Moorhead School Board Policy 401: Equal Employment Opportunity Statement
Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.061R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Family and Medical Leave 422, for your review.

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

LAK:mde
Attachment

Family and Medical Leave

Type:	School Board Policy
Section:	400 EMPLOYEE/PERSONNEL
Code:	422
Adopted Date:	6/11/2001
Revised Date(s):	10/13/2008, 12/14/2009
Reviewed Date(s):	02/28/2005, 02/13/2006, 06/11/2007, 01/14/2008, 10/13/2008, 12/14/2009
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and parenting leave as required by state statute.

II. GENERAL STATEMENT

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the ~~Family and Medical Leave Act of 1993 (~~FMLA~~)~~ and consistent with the requirements of the Minnesota ~~P~~parenting ~~L~~leave laws.

III. DEFINITIONS

A. ~~"Active duty" or "call to active duty" means a federal call to active duty as a member of the reserve components (Army National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve) or a retired member of the regular Armed Forces or reserve component in support of a contingency operation. For purposes of this policy, active duty or call to active duty status does not include members of the regular Armed Forces.~~ "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. 101(a)(13)(B).

~~B. "Contingency operation" means a military operation that is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against~~

~~an opposing military force or which results in the call or order to, or retention on, active duty of members of the uniformed services under federal law or any other provision of law during a war or during a national emergency declared by the President or Congress.~~

~~C. "Covered military member" means the employee's spouse, son, daughter, or parent on active duty or call to active duty status.~~

~~D~~B. "Covered servicemember" means:

1. a ~~current~~ member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or ~~incurred in the line of duty while on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.~~

2. a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

~~E~~C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

~~F~~D. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

E. "Outpatient status" means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

~~G~~F. "Quantifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to five days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member; and

8. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

G. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

H. "Veteran" has the meaning given in 38 U.S.C. 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave

1. Regular full-time and part-time employees who have been employed by the school district for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work

weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

a. birth of the employee's child and to care for such child;

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

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

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

e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call to order to covered active duty in the Armed Forces~~, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation~~.

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

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

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

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. a "serious injury or illness," in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceeding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed

Forces) and that manifested itself before or after the member became a veteran.

~~5~~6. Eligible spouses employed by the school district are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition or because of the employee's own serious health condition.

~~6~~7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule leave based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

~~7~~8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

~~8~~9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present certification from a health care provider indicating that the employee is able to return to work.

~~9~~10. Requests for leave shall be made to the employee's supervisor and forwarded to the Department of Human Resources for processing. When leave relates to an employee's spouse, son, daughter, ~~or~~ parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. Employees must give 30 days written notice of a leave of absence where practicable. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

~~10~~1. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status in support of a contingency operation and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying

exigency for which leave is requested.

1~~1~~2. During the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period), the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by ~~the school district~~ it.

1~~2~~3. ~~This policy applies to all family and medical leaves of absence including leaves that are covered under paid employment benefit plans or policies for any part of the 12 weeks leave to which the employee may be entitled under this policy. In other words, if an employee is entitled to both FMLA leave and paid leave under another benefit plan or policy, the employee is required to use all applicable paid leave plans or policies before unpaid leave; and the FMLA leave; and the paid leave will run concurrently.~~ The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in th administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The Superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the School Board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

1~~3~~4. Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period) are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

1~~4~~5. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

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

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

is separate and exclusive of the family and medical leave described in the preceding paragraphs.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall ~~only~~ be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.~~6~~ 7., IV.A.~~9~~10., IV.A.~~11~~ 12., IV.A.~~12~~13., and IV.A.~~13~~ 14. above shall apply to leaves under this section.

V. OTHER

A. The provisions of this policy are intended to comply with applicable law, including FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves

(if any) shall be followed.

VI. DISSEMINATION OF POLICY

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

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

Legal References:
Minnesota Statute 181.940-181.944 (Parenting Leave)
10 U.S.C. 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. 2601, *et seq.* (Family and Medical Leave Act)
38 U.S.C. 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross Reference:
Moorhead School Board Policy 423: Health Examination

Superintendent of Schools

Moorhead Area Public Schools Memo S.11.062R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Equal Educational Opportunity 501, for your review.

Suggested Resolution: Move to approve the policy, Equal Educational Opportunity 501, as presented.

LAK:mde
Attachment

Equal Educational Opportunity

Type:	School Board Policy
Section:	500 STUDENTS
Code:	501
Adopted Date:	12/16/1996
Revised Date(s):	02/09/2009
Reviewed Date(s):	04/23/2001, 02/28/2005, 02/09/2009
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of Moorhead Area Public Schools.

II. GENERAL STATEMENT

A. It is the school district's policy to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age. The school district also makes reasonable accommodations for disabled students.

B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to policy 570: Prohibition of Harassment and Violence.

C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.

D. It is the responsibility of every school district employee to comply with this policy conscientiously.

E. Any student, parent/guardian having any questions regarding this policy should discuss it with an appropriate school official. In addition, an inquiry or a complaint should be referred to the Department of Human Resources or the Superintendent.

III. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged

harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:
Minnesota Statute Ch. 363A (Minnesota Human Rights Act)
Minnesota Statute 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
42 U.S.C. 12101 et seq. (Americans with Disabilities Act)
20 U.S.C. 1681 et seq. (Title IX of the Education Amendments of 1972)

Cross References:
Moorhead School Board Policy 502: Student Disability Nondiscrimination
Moorhead School Board Policy 503: Student Parental, Family and Marital Status Nondiscrimination
Moorhead School Board Policy 570: Prohibition of Harassment and Violence

121

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.063R

TO: School Board

FROM: Lynne A. Kovash, Superintendent

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Prohibition of Harassment and Violence 570, for your review.

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

LAK:mde
Attachment

Prohibition of Harassment and Violence

Type:	School Board Policy
Section:	500 STUDENTS
Code:	570
Adopted Date:	5/27/1986
Revised Date(s):	10/13/2008, 12/14/2009
Reviewed Date(s):	05/01/1990, 09/14/1993, 06/09/1997, 07/09/2001, 04/11/2005, 02/13/2006, 04/09/2007, 02/11/2008, 10/13/2008, 12/14/2009
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age. The Moorhead Area Public Schools prohibits any form of harassment and violence because of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age.

II. GENERAL STATEMENT

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

B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to inflict, threaten to inflict, or attempt to inflict harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age upon any pupil, teacher, administrator or other school personnel.

C. The Moorhead Area Public Schools will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

III. DEFINITIONS

A. For the purposes of this policy, race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age have the same meaning as defined by Minnesota and federal law.

B. Sexual Harassment; Definition

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

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

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

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

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

(a) unwelcome verbal harassment or abuse;

(b) unwelcome pressure for sexual activity;

(c) unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;

(d) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

(e) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

(f) unwelcome behavior or words directed at an individual or group because of gender.

~~B~~C. ~~Racial~~ Harassment; Definition

~~Racial h~~Harassment consists of physical or verbal conduct relating to an individual's race, color, creed, religion, national origin (including an individual's place of birth or any of the individual's lineal ancestors), sex, marital status, status with regard to public assistance,

disability, sexual orientation, age, family care leave status, or veteran status when the conduct:

(1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;

(2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

(3) otherwise adversely affects an individual's employment or academic opportunities.

~~C. National Origin Harassment; Definition~~

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

~~(1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;~~

~~(2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;~~

~~(3) otherwise adversely affects an individual's employment or academic opportunities.~~

~~D. Religious Harassment; Definition~~

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

~~(1) has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;~~

~~(2) has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or~~

~~(3) otherwise adversely affects an individual's employment or academic opportunities.~~

~~E~~D. Sexual Violence; Definition

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

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

(a) touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;

125

(b) coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;

(c) coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or

(d) threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

~~F~~E. ~~Racial~~ Violence; Definition

~~Racial~~ For the purposes of this policy, violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race, color, creed, religion, national origin (including an individual's place of birth or any of the individual's lineal ancestors), sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

~~G. Sexual Orientation; Definition~~

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

~~H. National Origin Violence; Definition~~

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

~~I. Religious Violence; Definition~~

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

~~J~~F. Assault; Definition

Assault is:

(1) an act done with intent to cause fear in another of immediate bodily harm or death;

(2) the intentional infliction of or attempt to inflict bodily harm upon another; or

(3) the threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

126

A. Any person who believes he or she has been the victim of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age by a pupil, teacher, administrator or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party or complainant to use Administrative Procedure 570.1 available from the administrator of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the school district's Human Rights Officer (Director of Human Resources) or the Superintendent.

B. In each school building, the building administrator is the person responsible for receiving oral or written reports of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age at the building level. Any adult school district personnel who receives a report of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age shall inform the building administrator immediately.

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

D. In the district, the Moorhead School Board hereby designates the Director of Human Resources as the school district Human Rights Officer to receive reports or complaints of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age. If the complaint involves the Human Rights Officer (Director of Human Resources), the complaint shall be filed directly with the Superintendent.

E. The school district shall conspicuously post the name of the Human Rights Officer (Director of Human Resources), including mailing address and telephone number with this policy throughout each school building in areas accessible to pupils and staff.

127

F. Submission of a good faith complaint or report of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age will not affect the complainant or reporter's future employment, grades or work assignments.

G. Use of formal reporting forms is not mandatory.

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

V. INVESTIGATION

A. By authority of the school district, the Human Rights Officer (Director of Human Resources), upon receipt of a report or complaint alleging harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

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

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

D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age.

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

VI. SCHOOL DISTRICT ACTION

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

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

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

X. DISSEMINATION OF POLICY AND TRAINING

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

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

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

D. The content of this policy will be discussed annually with students and employees.

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

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

Legal References:
Minnesota Statute 120B.232 (Character Development Education)
Minnesta Statute 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
Minnesota Statute Chapter 363A (Minnesota Human Rights Act)
Minnesota Statute 626.556 *et seq*. (Reporting of Maltreatment of Minors)
42 U.S.C. 2000e *et seq*. (Title VII of the Civil Rights Act)

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

APPENDIX A

****ATTENTION****

MOORHEAD AREA PUBLIC SCHOOL DISTRICT 152 POLICY AGAINST HARASSMENT AND VIOLENCE RELATED TO RACE, COLOR, CREED, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, DISABILITY, STATUS WITH REGARD TO PUBLIC ASSISTANCE, SEXUAL ORIENTATION, AND AGE

1. Everyone at Moorhead Area Public Schools has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent harassment and violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age of any kind.

130

2. A harasser may be a student or an adult. Harassment may include the following when related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age:

a. name calling, joking or rumors;
b. pulling on clothing;
c. graffiti;
d. notes or cartoons;
e. unwelcome touching of a person or clothing;
f. offensive or graphic posters or book covers; or
g. any words (verbal, written or electronic) or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.

3. If you believe you have been the victim of any type of harassment you should report it to any school district official.

4. This report may be oral or you may also make a written report. It should be given to a teacher, counselor, the building administrator or the Human Rights Officer (Director of Human Resources).

5. Your right to privacy will be respected as much as possible.

6. The school district will investigate all reports of harassment or violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age and the school district will take all appropriate actions based on the report.

7. The school district will also take action if anyone tries to intimidate you or take action to harm you because you have reported a concern.

8. This is summary of the school district policy against harassment and violence related to race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and age. Complete policies are available in the building administrator's office and the Superintendent's Office and at the school district's Web site at www.moorhead.k12.mn.us.

Superintendent of Schools

Moorhead Area Public Schools

Memo S.11.064R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: December 7, 2010

SUBJECT: Approval of Policy

Attached please find the policy, Student Dress and Appearance 577, for your review.

Suggested Resolution: Move to approve the policy, Student Dress and Appearance 577, as presented.

LAK:mde
Attachment

132

Student Dress and Appearance

Type:	School Board Policy
Section:	500 STUDENTS
Code:	577
Adopted Date:	8/11/2003
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 enhance the education of Moorhead Area Public School K-12 students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT ~~OF POLICY~~

A. It is ~~t~~The policy of Moorhead Area Public Schools is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s)/guardian(s).

B. Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the weather.

2. Clothing that does not create a health or safety hazard.

3. Clothing appropriate for the activity (i.e., physical education or the classroom).

C. Inappropriate clothing includes, but is not limited to, the following:

1. "Short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.

2. Clothing bearing a message that is lewd, vulgar, or obscene.

3. Apparel promoting products or activities that are illegal for use by minors.

4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as

defined in Moorhead School Board Policy 570: Prohibition of Harassment and Violence.

5. Any apparel or footwear that would damage school property.

D. Hats or head coverings are not allowed in the building except with the approval of the building administrator (i.e., student undergoing chemotherapy; medical situations, religious purposes, class outside the building).

E. It is not the intention of this policy to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane or do not advocate violence or harassment against others.

F. "Gang," as defined in this policy, means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parent(s)/guardian(s) will be notified.

B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parent(s)/guardian(s).

C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References:
U. S. Const., ~~A~~amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
Stephenson v. Davenport Community Sch~~ool~~. Dist., 110 F.3d 1303 (8th Cir. 1997)
D.B. ex rel. Brogdon v. Lafen, 217 Fed.Appx. 518 (6th Cir. 2007)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
~~Harper v. Poway Unified School District, 445 F.3d 1166 (9th Cir. 2006)~~
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)

134

Hicks v. Halifax County Bd. of Educ., ~~No. 98-CV-981-BR (E.D.N.C. 1999)~~ 93 F.Supp.2d 649 (E.D. N.C. 1999)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F. Supp. 1415~~, 78 Educ. L.Rep. 828~~ (W.D. Okla. 1992)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F. Supp. 822~~2~~0, 44 Educ. L. Rep. 205 (N.D. Ill. 1987)

Cross References:
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 551: Student Discipline

135

Assistant Superintendent

Moorhead Area Public Schools

Memo OAS.11.039 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent

DATE: December 7, 2010

SUBJECT: Major Magnitude Field Trip Request – Choir Trip to Washington, D.C.

Attached please find information related to a proposed Major Magnitude Field Trip for Moorhead High School choir students to travel to Washington, D.C. March 13, 2012 through March 18, 2012. Students will be funding the trip using their own resources, which will include fundraising efforts.

Kathie Brekke will be in attendance at the December 13, 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 choir students to travel to Washington, D.C. March 13, 2012 through March 18, 2012.

WAK:nls
Attachment

136

Major Magnitude Field Trip Request Form

DEC 0 1 2010

Administrative Procedure: 632.2

Section: 600 EDUCATION PROGRAMS

Date Adopted: 11/19/10

Date Revised:

Dates Reviewed:

Administrative Policy of the Moorhead Public Schools

District Code: 632.2 Major Magnitude

Date Adopted: Field Trip
Revised: Request Form

Section I
Preliminary Approval

Field Trip Request Name: _High School Choir Trip__ Type of Trip: Curricular Co-curricular

Date of Request: ___11-19-10_____ School Board Presentation Date: _____

Staff/Advisor Requesting Kathie Brekke Director Phone/Extention: _2434_____

Purpose of the Trip:

The purpose of this trip is to provide a venue in which our choir students will perform and be critiqued by other choirs outside of our region. Our students will also be given the opportunity to perform in historical monuments and places of historical interest. The students will observe and learn performing techniques from other choirs 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 districts. 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:

Standard 1:3. Demonstrate understanding of the personal, social, cultural and historical contexts that influence the arts areas.

The students will learn repertoire that connects the music to American History and perform it in our nations capitol.

The students will gain experience in performing in a variety of concert situations.

The Students will analyze and critique their performance and make adjustments.

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 Choir students will perform in a variety of situations to demonstrate their musical knowledge and technical skills.

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 choir students will prepare multiple musical works from a variety of contexts and styles to perform at the public concerts. They will receive feedback from other student groups. 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 Choir students will attend performances by other student and professional musicians where they will analyze interpret and evaluate these performances. The criteria for concert evaluation will be created by the students prior to the trip. This portion of the trip aligns itself with our district literacy goals.

Trip Destination: Washington, D.C.

Date of Trip Departure: 3 -13-12 Return Date: 3 - 18 - 2012

Number of School Days Involved: 1-2 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: ~~$900~~ $950. Includes all transportation, hotel, event admissions, most meals.

-Funding Plan: Trip will be completely funded by the students: Fundraisers

___X__Attached plans for parental notification and approval;

_____Attached list of accompanying staff. Number of Chaperones needed for the trip _____

Authorization Signature of Building Principal: Gene Boyle

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

Board Approval Date: _____

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

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

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

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

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

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

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

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

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

Section III
Field Trip Evaluation

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

Gateway
Music Festivals & Tours

Moorhead High School
Performance Tour of Washington, DC
March 13 – 18, 2012 (Tues.-Sun)

Proposed Itinerary

Day One – Tuesday, March 15, 2011

Depart 7:00 a.m. Depart Moorhead High School to Chicago, Ill. (Total miles to D.C. 1339 mi Approximate drive time i 21 ½ hours w/o stops,).

♫ **School Exchange**

Concert 11:00 a.m. Minneapolis/St. Paul school(school determined by their Spring schedule)

STANDARD: Using our host schools feedback we will discuss and adjust our performance as stated in standard 1 Benchmark 2: Revise performance based on artistic intent and using multiple sources of critique and feedback.

Sack Lunch on Bus Travel 5 hours

Dinner 5:30 p.m. Food Court-Madison, WI. Walk and eat!

6:15 depart Travel 3.5 hours to a hotel on the east side of Chicago-arrival 9:30p.m.
Pool time Enjoy short pool time at the hotel this evening.

Day Two – Wednesday, March 16, 2011

Breakfast Included
Check out 7 a.m. Check out of your hotel this morning.

♫ **School Exchange South Bend, 9:00 a.m..**

Lunch **Toledo Area**

Arrival D.C. **Arrival 7 p.m.**
Dinner Cruise Cruise along the Potomac River and as you dine, the ship's singers will entertain you. Followed by a DJ Dance. (included)

Hotel Check in 11 p.m.

Day Three – Thursday, March 17, 2011

Breakfast Included
Capitol Tour* Tour the United States Capitol including important rooms such as the Senate Chamber, the President's Room and the National Statuary Hall

Phone 1-800-331-8570 fax (763) 295-6029

Smithsonian	**10-12:30** Students will visit the American History and Natural History Museums.
Lunch on own	
Holocaust Museum	**1:00** The exhibition is divided into three parts: "Nazi Assault," "Final Solution," and "Last Chapter." This moving and important museum is a memorial for those killed in the Holocaust, a tribute to those who survived and an effort to ensure that they are all never forgotten.
Smithsonian	**2:30-5:00** Students will visit the music collections at the museums as well as other exhibits http://americanhistory.si.edu/collections/music.cfm
Dinner	Included
Illuminated tour	A licensed Washington, DC tour guide will join you on your motor coach for a three-hour narrated tour. The tour will include all of the memorials.

Day Four – Friday, March 18, 2011

Breakfast	Included
♫ **Public**	
Performance	**Arlington** Tour Arlington National Cemetery.The Tomb of the Unknowns, Robert E. Lee House, Kennedy Grave Site, Pan Am Flight 103, and the Challenger. Outdoor Performance.
♫ **Public**	
Performance	A public performance will be scheduled at one of Washington, DC's public venues such as the Jefferson Memorial, FDR Memorial, the Lincoln Memorial or the WWII Memorial.
♫ **Public**	
Performance	**At Mount Vernon then** take a self-guided tour at George Washington's Mt. Vernon Estates and Gardens. You will have time to tour the Mansion house, George Washington's tomb, and several of the 12 outbuildings which include the slave quarters, kitchen, stables and greenhouse.

Dinner included

Kennedy Center	Attend ***Shear Madness*** is the comedy whodunit that lets the audience solve the crime! *Shear Madness* has been running in the Kennedy Center's Theater Lab for over 20 years, giving more than 9,000 performances and is the second longest play in the history of American Theater. Or pending other performances scheduled.

Day Five – Saturday, March 19, 2011

Breakfast 7:00 Included

Check out of your hotel this morning.

Depart 10:30 Board the motorcoach and travel as far as the Chicago area.
Stop in Pittsburgh. (13 hours)

Hotel Check into your hotel on the eastern side of Chicago 10 p.m.

Day Six – Sunday, March 20, 2011

Breakfast Included

Depart Board the motorcoach and travel back to Moorhead.

Arrive Arrive back to Moorhead High School this afternoon.

Phone: 1-800-331-8579 · fax: (763) 295-6029

Moorhead High School Choirs

2300 Fourth Avenue South
Moorhead, Minnesota 56560
(218) 284-2434

Kathie Brekke
Director
kbrekke@moorhead.k12.mn.us

January 15, 2011

Dear High School Choir Parents:

I want to inform you of an exciting event for the next school year. Plans for a 2012 Choir Tour are under way. The proposal for a Choir Performance Tour to Washington, D.C. has been approved by the school board. The choirs will perform at schools and historical places as well as visit the many educational attractions that Washington D.C. offers.

The dates of the performing tour are Tuesday, March 13, 2012 through Sunday, March 18, 2012. This trip will be scheduled during Spring break so that students would miss only one day of school. The Choirs will take a motor coach and sleep one night each way in the Chicago Area. **There will be an parent informational meeting _____ at 7:00 pm regarding the trip.**

The cost of the trip will be about $950.00 which covers transportation, hotel, admissions to attractions, and most meals. Gateway Tours a is the company handling all the arrangements. A **$100 down payment and the attached form will be needed from each student and parent chaperone by March 30.** The deposit is refundable up to September 15, 2011. The choirs will conduct at least two fund-raisers to offset the cost of the trip. Please contact me with any fund-raising ideas or opportunities you may be aware of. You will also receive a payment coupon envelope whereas you can make manageable monthly payments through January 2012.

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 choir and music education at Moorhead High School.

Sincerely,

Kathie Brekke
MHS Choir Director
284-2434
kbrekke@moorhead.k12.mn.us

Moorhead High School Choir

STUDENT PERMISSION SLIP

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

School Choir to Washington, D.C.

Parent/Guardian Signature _____

Date _____ Phone _____

Email Address _____

Please return this form along with a $100 down payment for each student to Mrs. Brekke by March 30th.

Checks should be made payable to **MHS CHoir with the students/chaperones name in the memo line.**

Moorhead School Board
Moorhead Area Public Schools

Memo SB.11.066R

TO: School Board

FROM: Kris Thompson, Chair KAT

DATE: December 8, 2010

SUBJECT: Superintendent's Contract

The School Board recommends the approval of a 3-year contract, July 1, 2011 - June 30, 2014, with the following changes in contract language:

Article III.	Duration
Article V.	Duty Year and Leaves
Article VII.	Other Benefits
Article VIII.	Salary

The overall settlement is:

	Percent	Cost
2011-2012	2.98%	$5,192
2012-2013	2.37%	$4,252
2013-2014	2.35%	$4,311
Yearly Average	2.57%	$4,585

Suggested Resolution: Move to approve the July 1, 2011 - June 30, 2014 Superintendent's Contract for Dr. Lynne A. Kovash.

KAT

146

S-MP-BOS
20 Dec 2010

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

December 20, 2010
6:45 a.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. **ACCEPTANCE OF SCHOOL BOARD MEMBER RESIGNATION**: Thompson
   Page 4

   Suggested Resolution: Move to accept the resignation of School Board member Bryce Vincent Haugen effective December 14, 2010.

Moved by _____ Seconded by _____
Comments _____

3. **RESOLUTION APPOINTING CANDIDATE TO VACANT SCHOOL BOARD POSITION**: Thompson
Page 5

Suggested Resolution: Move to approve the following resolution:

WHEREAS, a vacancy exists in the office of the school board member with a term expiring the first Monday in January 2013; and

WHEREAS, the vacancy has occurred on or after the first day to file affidavits of candidacy for the school district general election or less than two years remain in the unexpired term; and

WHEREAS, _____ meets the qualifications established by Minnesota law to serve as a school board member;

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

Pursuant to Minnesota Statutes, Section 123B.09, Subd. 5, _____ is hereby appointed to fill the vacancy and to serve the remainder of the unexpired term ending the first Monday in January, 2013 and until a successor is elected and qualifies.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Moved by _____ Seconded by _____
Comments _____

4. **ADJOURNMENT**

CALENDAR OF EVENTS

Event	Date	Time	Place
Winter Break Begins	December 22		
K-12 Classes Resume	January 3		
Asp PTAC	January 3	6:30 pm	Media Center
MHS PTAC	January 3	7 pm	Conf Room
Continuing Educ Com	January 4	3:30 pm	PCE
Horizon PTAC	January 4	6:30 pm	Media Center
Indian Educ Parent Com	January 5	5 pm	PCE
Joint Powers Committee	January 6	7 am	City Hall
School Board	January 10	7 pm	PCE
Hopkins PTAC	January 11	6:30 pm	Media Center
Reinertsen PTAC	January 11	6:30 pm	Media Center
MSBA Leadership Conference	January 12-14		Minneapolis
Instr and Curr Adv Com	January 13	7 am	PCE
Health/Safety/Wellness Com	January 13	9:30 am	PCE
Early Chldhd Adv Com	January 13	6:30 pm	PCE
Interagency Early Interv Com	January 19	12 pm	FSC
School Board	January 24	7 pm	PCE
Activities Council	January 25	7 am	MHS
Technology Committee	January 25	3:45 pm	PCE

Moorhead School Board
Moorhead Area Public Schools

Memo SB.11.071R

TO: School Board

FROM: Kris Thompson, Chair KAT

DATE: December 15, 2010

SUBJECT: Acceptance of Resignation of School Board Member

Bryce Vincent Haugen is resigning his position as a member of the Moorhead School Board effective December 14, 2010.

Suggested Resolution: Move to accept the resignation of School Board member Bryce Vincent Haugen effective December 14, 2010.

KAT:mde

4

Moorhead School Board
Moorhead Area Public Schools

Memo SB.11.072R

TO: School Board

FROM: Kris Thompson, Chair KAT

DATE: December 15, 2010

SUBJECT: Resolution Appointing Candidate to Vacant School Board Position

Due to the resignation of Bryce Vincent Haugen, I recommend approval of the following resolution:

HEREAS, a vacancy exists in the office of the school board member with a term expiring the first Monday in January 2013; and

WHEREAS, the vacancy has occurred on or after the first day to file affidavits of candidacy for the school district general election or less than two years remain in the unexpired term; and

WHEREAS, _____ meets the qualifications established by Minnesota law to serve as a school board member;

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

Pursuant to Minnesota Statutes, Section 123B.09, Subd. 5, _____ is hereby appointed to fill the vacancy and to serve the remainder of the unexpired term ending the first Monday in January, 2013 and until a successor is elected and qualifies.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.