



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

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S-MG-BOS  
14 May 12

# INDEPENDENT SCHOOL DISTRICT #152

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

May 14, 2012

7:00 p.m.

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

## ATTENDANCE:

Lisa Erickson _____	Kristine Thompson _____
Cindy Fagerlie _____	Bill Tomhave _____
Laurie Johnson _____	Trudy Wilmer _____
Mike Siggerud _____	Dr. Lynne A. Kovash _____

## AGENDA

### 1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Preview of Agenda - Wayne Kazmierczak, Assistant Superintendent
- C. Approval of Meeting Agenda

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

- D. "We Are Proud"

**We Are Proud** of Moorhead High's fall musical "Children of Eden" for being recognized with Hennepin Theatre Trust's highest honors — outstanding performance, outstanding production and outstanding orchestra — in the 2011-12 SpotLight Musical Theatre Program. Individual acting awards went to Drew Lausch (Father), Andrew Carlson (Adam/Noah) and Nina Grollman (Eve/Mama Noah) for Outstanding Performance in a Leading Role; Sam Wisenden (Cain/Japeth) for Outstanding Performance in a Supporting Role; Devon Manney (Abel/Ham), Sarah Rice (Yonah), Matt Fossum (Seth/Shem) and Kathryn Eggert (Aysha/Seth's Wife) for Honorable Mention Performance in a Supporting Role. Rebecca Meyer-Larson directed "Children of Eden." Moorhead High's production of "Children of Eden" will be featured at the SpotLight Showcase on June 11, 2012, at the Orpheum Theatre.



**We Are Proud** of the Moorhead High School students who placed at the 2012 Class AA state speech tournament in April. The team won 10 medals, the second highest in the state. The following speakers were medalists: Annie Cameron, second place in Creative Expression; Noah Johnson and Jade Krsnak, fourth place in Duo Interpretation; Maija Lindaas, fourth place in Extemporaneous Reading; Nina Grollman, second place in Humorous Interpretation; Katie Beedy, seventh place in Informative Speaking; Emily Haagenson, eighth place in Informative Speaking; Drew Lausch, fourth place in Serious Drama Interpretation; Sam Wisenden, sixth place in Serious Drama Interpretation; Matt Wisenden, fourth place in Serious Poetry Interpretation; and Shontel Smith, fourth place in Storytelling. Rebecca Meyer-Larson is the head coach of the speech team.

**We Are Proud** of the record 11 Moorhead High School speech team members who have qualified for the National Forensics League Speech Tournament in Indianapolis in June. The following students won the opportunity to represent the best of Minnesota Speech at the national meet: Nina Grollman, Humorous Interpretation; Tanner Tweten and Devon Manney, Dramatic Interpretation; Drew Lausch, Sam Wisenden, Noah Johnson, Jade Krsnak, Ryan Olson and Anne Totten, Dramatic Duo; and Maija Lindaas and Kathryn Eggert, Original Oratory. Rebecca Meyer-Larson is the head coach of the speech team.

**We Are Proud** of fifth graders Lily Laidlaw and Ellie Viou for placing in the state DARE poster contest. Out of hundreds of entries, Lily's poster placed fifth and Ellie's poster placed eleventh. Their classroom teachers are Amber Arndt and Jayme Krsnak. Their art teacher is Michelle Sailer and their DARE officer is Valerie Kellen.

**We Are Proud** of Moorhead High School students Connor Neill, Heidi Johnson, Taj Puetz and Bjorn Hagen who were selected for membership in the Minnesota Band Directors Association Grades 9-10 Honor Band for the 2011-12 school year. They were selected from 254 students who auditioned for one of 74 positions in this group. The honor band performed April 22 at Fergus Falls Senior High School. Their band teacher is Pam Redlinger.

**We Are Proud** of Moorhead High School student Olivia Bergh, clarinet, who was selected by audition for the Minnesota All-State Band for the 2011-12 school year. The All-State Band performed Aug. 6 at Concordia College in Moorhead and Feb. 19 at Orchestra Hall in Minneapolis. Bergh is a student of Moorhead High band teacher Pam Redlinger.

**We Are Proud** of Rachel Lerum, counselor at Moorhead High School, who has been chosen as the School Counselor of the Year by the West Central Minnesota School Counselor's Association. She was honored at the WCMSCA's spring conference on April 13 in Detroit Lakes.

**We Are Proud** of Moorhead students who placed in The Forum's Creations editorial essay, cartoon and design an ad contest. Students wrote editorials, drew cartoons or designed ads that ran in a supplement in the April 19 issue of The Forum. Students who placed are:

Brianna Flowers, Robert Asp Elementary, third place in the Grades 5-6 editorial cartoon category, teacher Josh St. Louis;

Kaia Pepsin, Robert Asp Elementary, third place in the Grades 5-6 design an ad category, teacher Josh St. Louis; and

Emma McFeely, Robert Asp Elementary, second place in the Grades 5-6 editorial essay category, teacher Andrea Manston.

**We Are Proud** of Horizon Middle School band students Michelle Foster, clarinetist, and Sam Hagen, percussionist, who were selected by audition for the Minnesota Band Directors Association Grades 6-8 Honor Band. Their band teachers are Olivia Latimer and Denise Pesola. This select band of top grades 6-8 students from around Minnesota rehearsed with guest conductor Dave Mendenhall and performed April 22 in Fergus Falls.

**We Are Proud** of Grady Carlson, Moorhead High School art teacher, for having a painting accepted into the 2012 "What Those Who Teach Can Do" exhibit by The Art Institutes International Minnesota in Minneapolis. This art exhibit highlights visual arts educators throughout the country who are also practicing professional artists. Carlson's painting, titled "Tribute to Jasper," is a piece in a series which Carlson tributes to American contemporary painter Jasper Johns and the 16th President of the United States, Abraham Lincoln.

**We Are Proud** of Pam Gibb, communications coordinator, whose work on the Experience Excellence district brochure was recognized by the Minnesota School Public Relations Association. The brochure received an Honorable Mention Certificate of Merit in MinnSPRA's 2012 STAR Awards Program.

- E. Matters Presented by Citizens/Other Communications (Non-Agenda Items)  
(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the

sign-up form, which outlines the public input process, and submit it to the School Board secretary.)

2. **CONSENT AGENDA**

All items on the Consent Agenda are considered to be routine, and have been made available to the School Board at least two (2) days prior to the meeting; the items will be enacted by one resolution. There will be no separate discussion of these items unless a

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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 April 9 and 23, 2012 Meeting Minutes - Pages 8-18

B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak

- (1) Approval of May Claims - Page 19  
(2) Approval of Moorhead Sports Center Lease Agreement Between the City of Moorhead and Moorhead Area Public Schools for 2012-2017 - Pages 20-27  
(3) Approval of Agreement for Use of City of Moorhead Facilities and Moorhead Area Public Schools Facilities for 2012-2017 - Pages 28-38  
(4) Approval of Red River Area Learning Center Lease Agreement - Pages 39-44

C. HUMAN RESOURCES MATTERS - Hiedeman

- (1) Approval of Change in Contract - Page 45  
(2) Approval of Family/Medical Leave - Page 46  
(3) Approval of Resignations - Page 47  
(4) Approval of New Employees - Page 48  
(5) Approval of University of Mary Field Experience Contractual Agreement - Pages 49-51

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

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

3. **MAJOR MAGNITUDE FIELD TRIP REPORT - SPANISH STUDENTS TO COSTA RICA**: Kazmierczak  
Page 52

4. **EXTENDED LEARNING YEAR**: Kazmierczak  
Pages 53-60

Suggested Resolution: Move to approve the 2012 Extended Learning Year Program for Moorhead Schools.

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

5. **SCHOOL START AND DISMISSAL TIMES FOR THE 2012-2013 SCHOOL YEAR**: Kazmierczak  
Page 61

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6. **APPROVAL OF JUMP START EARLY CHILDHOOD PROGRAM PROPOSAL:**  
Kazmierczak  
Pages 62-77

Suggested Resolution: Move to approve the Jump Start Early Childhood Program Proposal as presented.

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

7. **APPROVAL OF POLICY:** Kazmierczak  
Pages 78-84

Suggested Resolution: Move to approve the policy, School District System Accountability 650, as presented.

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

8. **APPROVAL OF POLICY:** Kazmierczak  
Pages 85-86

Suggested Resolution: Move to approve the policy, Recording or Audio/Videotaping a Parent-Teacher Conference 444, as presented.

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

9. **APPROVAL OF POLICY:** Kazmierczak  
Pages 87-95

Suggested Resolution: Move to approve the policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse 534, as presented.

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

10. **APPROVAL OF POLICY:** Kazmierczak  
Pages 96-100

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

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

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11. **APPROVAL OF POLICY**: Kazmierczak  
Pages 101-102

Suggested Resolution: Move to approve the policy, Special Education Policies and Procedures 603, as presented.

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

12. **APPROVAL OF POLICY**: Kazmierczak  
Pages 103-107

Suggested Resolution: Move to approve the policy, Employee Responsible Use of Social Media 447, as presented.

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

13. **APPROVAL OF POLICY**: Kazmierczak  
Pages 108-112

Suggested Resolution: Move to approve the policy, Electronic Communications Between Employees and Students 448, as presented.

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

14. **APPROVAL OF POLICY**: Kazmierczak  
Pages 113-119

Suggested Resolution: Move to approve the policy, Online Learning Options 610, as presented.

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

15. **APPROVAL OF POLICY**: Kazmierczak  
Pages 120-123

Suggested Resolution: Move to approve the policy, Moorhead Area Public Schools Electronic Network and Acceptable Use and Safety 731, as presented.

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

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**16. COMMITTEE REPORTS**

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

**18. ADJOURNMENT**

**CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Policy Review Committee	May 21	7 pm	PCE
Technology Committee	May 22	3:45 pm	PCE
Title 1 District Parent Adv Com	May 22	5:30 pm	PCE
School Board Retirement Reception	May 29	5:30 pm	PCE
School Board	May 29	7 pm	PCE
MHS Graduation	June 3	2 pm	Concordia
School Board	June 11	7 pm	PCE
Com Educ Adv Council	June 19	7 pm	PCE
School Board	June 25	7 pm	PCE
School Board	July 16	7 pm	PCE

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
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**MEMBERS PRESENT:** Lisa Erickson, Cindy Fagerlie, Laurie Johnson, Mike Siggerud, Kristine Thompson, Bill Tomhave, Trudy Wilmer, and Dr. Lynne A. Kovash.

**MEMBERS ABSENT:** None.

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

**PREVIEW OF AGENDA:** Superintendent Kovash recommended approval of the agenda to proceed with revisions to pages 7, 11 and 14.

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

**WE ARE PROUD:**

**We Are Proud** of the Moorhead High School grades 9-10 math team for placing third in the lower high school division of the Tri-College Math Contest held Feb. 27 at Concordia College. Team members were Lucinda Thomas, Trygve Rorvig, Jacob Klevgard, Britnee Suprenant, Luke Lillehaugen, Zach Manning, Redir Amedy and Nathaniel Schindler. Britnee Suprenant placed in the top ten individually. Karin Schumacher and Monica Peterson are the math team advisors.

**We Are Proud** of the Horizon Middle School math team for placing first in the large school division of the middle school competition at the Tri-College Math Contest held Feb. 27 at Concordia College. Team members were Alex Volk, Ethan Smith, Kole Nichols, Stefan Duginski, Michael Thibert, Oliver Borchers-Williams, Nicole Kurtti and Katherine Riendeau. Ethan Smith placed fourth individually. Rick Eidsness is the math team coach.

**We Are Proud** of the Horizon Middle School Mathcounts team for placing first in the regional tournament held in February and advancing to the state tournament in Plymouth, Minn., on March 23-24. Team members are Alex Volk, Ethan Smith, Kole Nichols and Griffin Swenson. At the regional tournament, Smith won the countdown competition, and Volk placed fifth in the individual competition. Rick Eidsness is the Mathcounts coach.

**We Are Proud** of Moorhead High student Wyatt Johnson for placing first at the Section 8AA diving championships and qualifying for the state tournament. Johnson, who was named Section 8AA Diver of the Year, placed fourth in the 1 meter diving competition at the Class AA swimming and diving state meet. The diving coach is John Schmidt, head coach is Jeff Schneider, and assistant coach is Lars Seljevold.



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**We Are Proud** of John Schmidt, Moorhead High School diving coach, for being named Section 8AA Diving Coach of the Year by his peers.

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

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

Minutes - Approve the March 12 and 26, 2012 Meeting Minutes as presented.

Claims - Approve the April Claims, subject to audit, in the amount of \$1,113,855.31.

General Fund:	\$922,410.92
Food Service Fund:	\$166,935.08
Community Service Fund:	\$24,106.81
Debt Fund:	\$402.50
TOTAL	\$1,113,855.31

Approve the March wire payments, subject to audit, in the amount of \$4,297,312.50

**Change in Contract**

Judy Wollin - DCD Teacher, High School to Work Experience Teacher, Moorhead High School, effective beginning with the 2012-2013 school year.

**Family/Medical Leaves**

Eileen Rick - Paraprofessional, S.G. Reinertsen Elementary, effective April 18, 2012 to May 11, 2012.

Lois Stroh - Teacher, S.G. Reinertsen Elementary, effective April 10, 2012 through May 18, 2012.

**Resignations**

Emily Wright - Learner Support Services Teachers, S.G. Reinertsen Elementary, effective at the end of the 2011-2012 school year.

Kasey Krogen - Food and Nutrition Server, S.G. Reinertsen Elementary, effective March 30, 2012.

Joe Johnson - Food and Nutrition Server, Horizon Middle School, effective March 30, 2012.

Marly Simmons - Math Teacher, Moorhead High School, effective at the end of the 2011-2012 school year.

Joanna McBride - English Teacher, Moorhead High School, effective at the end of the 2011-2012 school year.

Dustin Gramstad - Music Teacher, Ellen Hopkins, Robert Asp and S.G. Reinertsen Elementary



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effective at the end of the 2011-2012 school year.  
Beverly Bjertness - LSS Teacher, Ellen Hopkins Elementary, effective at the end of the 2011-2012 school year.

New Employees

Sarah Gilbertson - Bus Assistant, 2.5 hours per day, 5 days per week, \$12.78 per hour, effective March 6, 2012 (replaces Mallorie Highness).  
Dean Haugo - Activities Director, Moorhead High School, D62 (10) \$90,255.00, effective July 1, 2012 (replaces Don Hulbert).

Luther College Field Experience Contractual Agreement - Approve the Luther College agreement for the academic year of 2012-2013.

Motion carried 7-0.

**TRANSPORTATION UPDATE:** Tom Watson of Watson Consulting Group provided information related to the district's historical transportation costs and also an update on the transportation contract procurement process.

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

WHEREAS, the following teachers are probationary teachers in Independent School District No. 152:

<u>Termination and Non-Renewal of Contracts</u>	<u>License Area</u>	<u>FTE</u>
Travis Husen	Elementary	1.00
Mary Kvebak	English	1.00
Will Zhang	Chinese	1.00
Michelle Rolowitz	Sign Language	.145
Camille Ross	Reading	1.00
Dan Kotaska	RRALC	1.00
Jon Dobmeier	English	.17

BE IT RESOLVED by the School Board of Independent School District No. 152, that pursuant to Minnesota Statute 122A.40, Subd. 5, the teaching contracts of the above named probationary teachers in Independent School District No. 152, are hereby terminated at the close of the 2011-12 school year.

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

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

**APPROVAL OF POLICY:** Tomhave moved, seconded by Siggerud, to approve the policy, Prohibition of Harassment and Violence 570, as amended. Motion carried 7-0.

**APPROVAL OF POLICY:** Wilmer moved, seconded by Johnson, to approve the policy, Patriotic Exercises 633, as presented. Motion carried 7-0.

**APPROVAL OF POLICY:** Siggerud moved, seconded by Wilmer, to approve the policy, School District Evaluation of Personnel 470, as presented. Motion carried 7-0.

**APPROVAL OF POLICY:** Fagerlie moved, seconded by Wilmer, to approve the policy, Licensed Personnel Performance Evaluation 473, as presented. Motion carried 7-0.

**APPROVAL OF POLICY:** Tomhave moved, seconded by Johnson, to approve the policy, Master Agreements with Employee Groups 480, as presented. Motion carried 7-0.

**SUPERINTENDENT REPORT:** Superintendent Lynne Kovash provided a brief report on her experience substitute teaching English as a Second Language in the Adult Basic Education program with students from Haiti, Russia, Iraq, Vietnam, Somalia, and other countries. She noted it was wonderful to be back in the classroom.

**COMMITTEE REPORTS:** Brief reports were heard regarding MHS PTAC, Asp PTAC, Indian Education Parent Committee, Reinertsen Family Fun Night, Executive Finance Committee, and Joint Powers Committee meetings.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD:** None.

**CLOSE PUBLIC MEETING:** Thompson moved, seconded by Tomhave, to close the public meeting at 8:06 p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies. Motion carried 7-0.

The chair recessed the meeting at 8:06 p.m.; the meeting reconvened at 8:09 p.m.

Kazmierczak and Hiedeman left the meeting at 8:41 p.m.

**1 1 OPEN PUBLIC MEETING:** Fagerlie moved, seconded by Wilmer, to open the public meeting

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at 8:47 p.m. Motion carried 7-0.

Kazmierczak and Hiedeman returned to the meeting a 8:49 p.m.

**TEACHERS' MASTER CONTRACT 2011-2013:** Thompson moved, seconded by Fagerlie, to approve the Teachers' Master Contract for 2011-13 as presented with the cost as follows:

Year	Cost	Percentage Increase (Minnesota School Boards Association Costing Method)*	Percentage Increase (District Historical Costing Method)
2011-2012	755,406	N/A	2.72%
2012-2013	1,548,581	N/A	5.44%
TOTAL	\$2,303,987	5.51%	8.16%

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

Motion carried 7-0.

**ADMINISTRATORS' MASTER AGREEMENT 2012-2014:** Tomhave moved, seconded by Johnson, to approve the Administrators' Master Agreement for 2012-2014 as presented with no step increase:

Year	Cost	Percentage Increase
2012-2013	\$4651	1.78%
2013-2014	\$5569	2.10%
TOTAL	\$10220	3.88%

Motion carried 7-0.

**ADJOURNMENT:** Hearing no objections, the Chair adjourned the meeting at 8:54 p.m.

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Laurie Johnson, Clerk

**REGULAR MEETING  
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**MEMBERS PRESENT:** Lisa Erickson, Cindy Fagerlie, Laurie Johnson, Mike Siggerud, Kristine Thompson, Bill Tomhave, Trudy Wilmer, and Dr. Lynne A. Kovash.

**MEMBERS ABSENT:** None.

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

**PREVIEW OF AGENDA:** Superintendent Kovash recommended approval of the agenda to proceed with revisions to pages 2 and 5.

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

**WE ARE PROUD:**

**We Are Proud** of Moorhead High School students Kenny Mark, AJ Wheeler, Jacob Rositas, Joe Carpenter and Chase Morlock who advanced to the state wrestling tournament. Morlock placed first in the class AAA 182-pound weight bracket, and Carpenter placed fifth in the 152-pound weight bracket. Wrestling coaches are Skip Toops, Matt Nelson, John Wychor and Billy Dean.

**We Are Proud** of Moorhead High School gymnastics team member Bijanca Clark who qualified on the balance beam to compete at the gymnastics state tournament. Coaches are Toni Kleber, Julia Sammon and Dave Valeski.

**We Are Proud** of Moorhead High School gymnastics team member Maren Seljevold who was named to the Minnesota All-State Gymnastics team in the balance beam. Seljevold received all-state honorable mention awards in the vault, bars, floor and all-around. Bijanca Clark and Brooke Borgen were also on the all-state honorable mention list. The gymnastics team earned a silver academic award for having a 3.7 team grade point average. Coaches are Toni Kleber, Julia Sammon and Dave Valeski.

**We Are Proud** of the Moorhead High School boys basketball team for winning the Minnesota Class 4A Section 8 final to advance to the state tournament. Team members are Hayden Anderson, Camden Bosche, Erik Bye, Matthew Ellingson, Judd Roesler, Nicholas Anderson, Zachary Dobbins, Taylor Doeden, Aaron Lien, Austin Nelson, Travis Robertson, Tanner Swenson, Tyler Eidsness, Andrew Ellingson, Noah Fuglestad, Preston Kraitler, Brett Lawrence, Zachary Schroeder, Tanner Tweet, and Cody Dorow. The head coach is Corey Zimmerman and the assistant coaches are Chad Durand, Mike Kieselbach, and Darrin Olmscheid.

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**We Are Proud** of Corey Zimmerman, Moorhead High School boys basketball head coach, for being named the Minnesota Class 4A Section 8 Boys Basketball Coach of the Year.

**We Are Proud** of Horizon Middle School students who received individual awards in the Grade 6 Regional Math Masters Tournament held in Moorhead on March 16. Sixteen teams from the area participated in both individual and team rounds.

Fact Drill Awards went to Michael Thibert, Lexi Dauner and James Eggert. Individual Awards went to Michael Thibert, Ian Manning, Jonny Deitz, and Sam Stein. Their math teachers are Barb Stack, Diana Anderson and Sharon Nelson. Lois Brown is the Math Masters coordinator.

Math Masters of Minnesota is a statewide competition that challenges students to use higher-order thinking skills and problem-solving abilities in mathematics and recognizes academic effort and achievement.

**We Are Proud** of the Horizon Middle School House 6C Team for placing second in the sixth-grade Regional Math Masters Tournament held March 16 at Horizon. Team members are Lexi Dauner, Jonny Deitz, James Eggert, Andrew Franklin, and Andie Kassenborg. Their math teacher is Barb Stack.

**We Are Proud** of the Horizon Middle School House 6B Team for placing third in the sixth-grade Regional Math Masters Tournament held March 16 at Horizon. Team members are Ian Bahe, Hailey Gramer, Annika Sethre-Hofstad, Sam Stein, and Michael Thibert. Their math teacher is Diana Anderson.

**We Are Proud** of fifth-grade students who received individual awards in the Grade 5 Regional Math Masters Tournament held in Moorhead on April 13. Twenty teams from the area participated in both individual and team rounds.

Moorhead students who earned Individual Awards are Zach Van Raden, Zachary Brenamen, Kamia Hendrickson, Layla Pilon, Katherine Leiseth, Catherine Myers, Austin Goble, Quinn Shynkaruk, Nick Aadland, Ellie Viou, Caleb Saari, and Kylie Mitchell. Moorhead students who earned Fact Drill Awards are Zach Van Raden, Katherine Leiseth, Courtney Rix, Haylie Snyder, Nick Aadland, and Austin Goble. Their math teachers are Cheri Puetz, Amber Arndt and Andrea Manston. Lois Brown is the Math Masters coordinator.

Math Masters of Minnesota is a statewide competition that challenges students to use higher-order thinking skills and problem-solving abilities in mathematics and recognizes academic effort and achievement.

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**We Are Proud** of the Ellen Hopkins Elementary Team for placing second in the Grade 5 Regional Math Masters Tournament held in Moorhead on April 13. Team members are Nick Aadland, Katherine Leiseth, Catherine Myers, Quinn Shynkaruk, and Zach Van Raden. Their math teacher is Cherie Puetz.

**We Are Proud** of the S.G. Reinertsen Black Team for placing fourth in the Grade 5 Regional Math Masters Tournament held in Moorhead on April 13. Team members are Zachary Brenamen, Joey Dispirito, Kylie Mitchell, Layla Pilion, and Hailey Sonnenberg. Their math teacher is Amber Arndt.

**We Are Proud** of the S.G. Reinertsen Orange Team for placing fifth in the Grade 5 Regional Math Masters Tournament held in Moorhead on April 13. Team members are Kamia Hendrickson, Caleb Saari, Kathie Staiger, Alec Thingvold, and Ellie Viou. Their math teacher is Amber Arndt.

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

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

**Change in Contract**

Ann Hiedeman - Director of Human Resources, D64 (5) \$89,938.00, Supervisors Contract to Director of Human Resources, D71 (5) \$89,142.00, Administrators' Contract (salary is frozen).

**Lakes Country Perkins Consortium Funding** - Accept the instructional material award for 20 licenses for Final Cut Pro X software valued at \$2,999.80 from the Apple Store to be used by the Administrative Support Occupations Program at Moorhead High School.

**Change in Contract**

Carol Gustafson - Currently working 2.75 hours per day as Food and Nutrition Server, adding 2.5 hours per day at \$12.78 per hour as a Bus Assistant, effective April 10, 2012.

**Family/Medical Leaves Resignations**

Wyatt Henderson - Night Custodian, Moorhead High School, effective April 17, 2012 through May 8, 2012.

Maret Kashmark - Counselor, Robert Asp Elementary, effective April 26, 2012 thru June 3, 2012.

**Resignations**

Amanda Kuehn - Speech Language Pathologist, District wide, effective at the end of the 2011-2012 school year.

Candyce Waldner - Food and Nutrition Server, S.G. Reinertsen Elementary, effective April 13,



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2012.

Karina Hodny - Speech Therapy Assistant, Early Intervention Services, effective May 1, 2012.  
Samantha Metz - Mathematics Teacher, Moorhead High School, effective June 2, 2012.

New Employees

Damara Boatright - Bus Assistant, Transportation, 4-5 hours per day, \$12.78 per hour, effective April 10, 2012 (replaces .67 of Mallorie Highness).

Kim McCormick - Bus Driver, Transportation, 6 hours per day, \$13.68 per hour, effective April 5, 2012 (replaces Victor Rios).

Joshua Haag - Assistant Principal, Moorhead High School, D62 (8) \$84,736.00, effective July 1, 2012 (replaces Russ Henegar).

Alma Brasel - Paraprofessional, Moorhead High School, B21 (0-2) \$14.05 per hour, 6.5 hours per day, effective April 16, 2012 (replaces Jill Meyer).

Motion carried 7-0.

**SCHOOL STARTING AND ENDING TIMES FOR 2012-2013 SCHOOL YEAR:**

Discussion was held regarding school starting and ending times for the 2012-2013 school year. Changes to the current starting and ending times must be made due to 15 minutes being added to the school day as part of the Teacher Master Agreement. Additionally, the district is exploring possible reduction of bus routes to operate a more efficient transportation system and reduce overall transportation costs. The district's transportation costs per student are high compared to other districts. Other considerations are research regarding later start times and sleep for secondary students, the impact on extracurricular activities, and childcare concerns for elementary students.

Kazmierczak distributed information that included six possible scenarios that had been worked through in trying to cut costs, accommodate the longer school day and make the schedule work for sleep-deprived teens and extracurricular activities. Of the six possible plans, scenarios 1 and 2 would save \$250,000 each, and cut bus routes to 46 in the morning and 46 in the afternoon; current routes are 51 morning and 51 afternoon regular routes. Other scenarios would reduce costs by less.

Chair Erickson urged parents, teachers and students to attend their schools' Parent Teacher Advisory Council meetings to weigh in on the issue and have their voices heard. The school starting and ending times for 2012-2013 will be approved at the May 29 board meeting.

**APPROVAL OF TRANSPORTATION CONTRACTS:** Tom Watson, Watson Consulting Group, presented information related to the district's tentative agreement with Richards Transportation, Red River Acquisitions and Schuck Bus Service.

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
APRIL 23, 2012  
PAGE 5**

Tomhave moved, seconded by Fagerlie, to award the student transportation contracts to Richards Transportation, Red River Acquisitions, and Schuck Bus Service for two years commencing July 1, 2012 and ending July 31, 2014, with a option to extend for an additional two years, consistent with Minnesota Statutes 2011, Section 123B.52, Subds. 1 and 3, and to direct the Assistant Superintendent to complete the formal contracts and present them for approval at the May 14, 2012 School Board meeting. Motion carried 7-0.

**MAJOR MAGNITUDE FIELD TRIP TO WASHINGTON, D.C. - MHS CHOIR REPORT:**

Choir teacher Kathie Brekke and student Luke Papenfuss provided a presentation of their Major Magnitude Field Trip to Washington, D.C. in March.

**APPROVAL OF LEASE AGREEMENT WITH LAKES COUNTRY SERVICE**

**COOPERATIVE:** Discussion was held related to the agreement to lease space at the Youth Educational Services (YES) building. The district's Adult Basic Education program will be relocating to that facility in order to accommodate the increased space needed for Early Childhood programs and kindergarten classes at Probstfield Center of Education.

Siggerud moved, seconded by Wilmer, to approve a two-year commercial lease agreement with Lake Country Service Cooperative at an initial annual cost of \$40,000 as presented. Motion carried 7-0.

**FIRST READING OF POLICIES:** The School Board conducted a first reading of policies, School District System Accountability 650, Recording or Audio/Videotaping a Parent-Guardian/Teacher Conference 444, Mandated Reporting of Child Neglect or Physical or Sexual Abuse 534, Maltreatment of Vulnerable Adults 535, Special Education Policies and Procedures 603, Employee Responsible Use of Social Media 447, Electronic Communications Between Employees and Students 448, Online Learning Options 610, and Moorhead Area Public Schools Electronic Network and Systems Acceptable Use and Safety 731.

**SUPERINTENDENT REPORT:** None.

**COMMITTEE REPORTS:** Brief reports were heard regarding the Policy Review Committee, Health/Safety/Wellness Committee, Reinertsen PTAC, Community Education Advisory Council Appreciation, Horizon PTAC, Growing Moorhead event, Instruction and Curriculum Advisory Committee, Åsp Kindergarten Open House, and Safe and Healthy Learners Committee meetings.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD:** None.

**CLOSE PUBLIC MEETING:** Thompson moved, seconded by Tomhave, to close the public meeting at 8:48 p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies. Motion carried 7-0.



**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
APRIL 23, 2012  
PAGE 6**

The chair recessed the meeting at 8:49 p.m.; the meeting reconvened at 8:52 p.m.

**OPEN PUBLIC MEETING:** Thompson moved, seconded by Fagerlie, to open the public meeting at 9:15 p.m. Motion carried 7-0.

**2011-2013 MASTER AGREEMENT FOR DIETARY AND FOOD SERVICE:** Siggerud moved, seconded by Johnson, to approve the 2011-2013 Master Agreement for Dietary and Food Service employees as follows: 2011-12 = 4.05 percent for \$8,418; and 2012-13 = 0 percent; for a total of 4.05 percent and \$8,418. Motion carried 7-0.

**2012-2014 MASTER AGREEMENT FOR MOORHEAD SUPERVISORS ASSOCIATION:** Tomhave moved, seconded by Wilmer, to approve the 2012-2014 Master Agreement for Moorhead Supervisors Association employees as follows: 2012-13 = 2.33 percent for \$33,783; 2013-14 = 1.66 percent for \$24,680; for a total of 3.99 percent and \$58,463. Motion carried 7-0.

**ADJOURNMENT:** Hearing no objections, the Chair adjourned the meeting at 9:22 p.m.

---

Laurie Johnson, Clerk



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.073 C

TO: Dr. Lynne A. Kovash, Superintendent

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

DATE: May 8, 2012

SUBJECT: May Claims

The May claims are as follows:

General Fund	\$1,287,169.22
Food Service Fund	\$152,916.38
Community Service Fund	\$23,070.64
TOTAL	\$1,463,156.24

The April wire payments are as follows:

General Fund	\$3,806,817.80
TOTAL	\$3,806,817.80

Suggested Resolution: Move to approve the May claims, subject to audit, in the amount of \$1,463,156.24 and the April wire payments, subject to audit, in the amount of \$3,806,817.80.


WAK:nls



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.075 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: May 8, 2012

SUBJECT: Moorhead Sports Center Lease Agreement Between the City of Moorhead and Moorhead Area Public Schools for 2012-2017

Attached please find the Moorhead Sports Center lease agreement between the City of Moorhead and Moorhead Area Public Schools. The term of the lease is five years from July 1, 2012 through June 30, 2017. The lease payment schedule is as follows:

Term	Payment Due	Square Footage	Amount Due
July 1, 2012 – June 30, 2013	December 2012	18,227	\$155,191
July 1, 2013 – June 30, 2014	December 2013	18,227	\$162,599
July 1, 2014 – June 30, 2015	December 2014	18,227	\$170,007
July 1, 2015 – June 30, 2016	December 2015	18,227	\$177,415
July 1, 2016 – June 30, 2017	December 2016	18,227	\$184,823

Suggested Resolution: Move to approve as presented the lease agreement between the City of Moorhead and Moorhead Area Public Schools for the Moorhead Sports Center from July 1, 2012 through June 30, 2017.

WAK:nls  
Attachment

**LEASE AGREEMENT  
MOORHEAD SPORTS CENTER  
FOR SCHOOL YEAR'S JULY 1, 2012-JUNE 30, 2017**

This Agreement made and entered into this 1st day of May, 2012, by and between the City of Moorhead, a municipal corporation and political subdivision of the State of Minnesota, hereinafter referred to as the "CITY," and Independent School District #152, a municipal corporation, hereinafter referred to as "SCHOOL," and terminates June 30, 2017.

WITNESSETH:

WHEREAS, the CITY owns and operates an all-purpose sports and recreation building known as the Moorhead Sports Center; and

WHEREAS, the CITY has space available in the Moorhead Sports Center that is not needed by the CITY and wishes to lease same to SCHOOL; and

WHEREAS, the SCHOOL has need for Moorhead Sports Center space and wishes to lease same from the CITY; and

NOW THEREFORE, it is agreed by and between the CITY and the SCHOOL hereto as follows:

1. That the CITY hereby agrees to lease to the SCHOOL and the SCHOOL hereby agrees to lease from the CITY space within the Moorhead Sports Center as depicted on the maps incorporated herein as Exhibit 1 and Exhibit 2.
2. That the SCHOOL will be responsible for upkeep and maintenance of its leased Moorhead Sports Center space, as well as the expense of water, electricity, and gas utilities, as depicted in Exhibit 3.
3. That the SCHOOL will reimburse CITY according to the Lease Payment Schedule incorporated herein as Exhibit 4.
4. That the SCHOOL and CITY will follow Grounds Maintenance and Facility Maintenance Schedules incorporated herein as Exhibit 5, Exhibit 6, Exhibit 7, Exhibit 8 and Exhibit 9.
5. That the SCHOOL and CITY agree to a combined security effort as depicted in Exhibit 10.
5. That the SCHOOL agrees to provide liability insurance to protect and

indemnify the CITY from any and all claims for injuries or damage occurred or incurred by virtue of the SCHOOL use of said facilities under this Agreement and in no event shall the SCHOOL provide for less than \$1,000,000.00 personal injury liability per occurrence.

5. This Agreement will be for the duration for a period beginning July 1, 2012 and ending June 30, 2017. The SCHOOL and CITY each can terminate this lease, with six months prior written notice to the other party effective July of each year.
6. This Agreement shall be binding upon and inure to the benefit of successor and assigns of the parties hereto and before it becomes effective, will be submitted to the respective governing bodies for their approval by resolution; certified copies of which resolutions shall be attached to the executed copy of the Agreement.

CITY OF MOORHEAD

BY: \_\_\_\_\_  
Mark Voxland, Mayor

ATTEST: \_\_\_\_\_  
Michael Redlinger, City Manager

INDEPENDENT SCHOOL DISTRICT NO. 152

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

ATTEST: \_\_\_\_\_  
Clerk

**EXHIBIT 3  
MOORHEAD SPORTS CENTER  
UTILITY SCHEDULE**

	<b>Room #</b>	<b>Actual Sq/ft.</b>	<b>Utilities <sup>1</sup></b>	<b>Maint <sup>2</sup></b>
Art Room (Original) Mezzanine	202	4,214	SCHOOL	SCHOOL
Equipment Storage	166	1,459	SCHOOL	SCHOOL
Fitness Room	209	600	SCHOOL	SCHOOL
Weight Room	210	5,415	SCHOOL	SCHOOL
Wrestling Room	232	2,990	SCHOOL	SCHOOL
Janitor Closet by Art Room		72		SCHOOL
Outreach Center	180-196	2,917	SCHOOL	SCHOOL
Overlook (Art)		560	SCHOOL	SCHOOL
<b>Total:</b>		<b>18,227</b>		
Elevator #2			SCHOOL	SCHOOL
Stairwell	101/201		CITY	SCHOOL
Hallway	118		CITY	SCHOOL
Stairway	170//230		CITY	SCHOOL
Stairway	199/241		CITY	SCHOOL
Restrooms for Wrestling Room	206/207		CITY	SCHOOL
Restrooms for Weight Room	218/220		CITY	CITY
Fitness Room hallway			SCHOOL	SCHOOL

**Notes:**

1. Metered separately and paid by SCHOOL or CITY
2. Indicates who is responsible for the maintenance in area. (See Exhibit 1 and Exhibit 2)

**EXHIBIT 4  
MOORHEAD SPORTS CENTER  
LEASE PAYMENT SCHEDULE**

<b>Term</b>	<b>Payment Due</b>	<b>Square Footage</b>	<b>Amount</b>
July 1, 2012-June 30, 2013	December 2012	18,227	\$155,191
July 1, 2013-June 30, 2014	December 2013	18,227	\$162,599
July 1, 2014-June 30, 2015	December 2014	18,227	\$170,007
July 1, 2015-June 30, 2016	December 2015	18,227	\$177,415
July 1, 2016-June 30, 2017	December 2016	18,227	\$184,823

- ∞ Lease payments reflect a 1.5% increase annually.
- ∞ Lease payments do not reflect costs which may be incurred by CITY or SCHOOL for the payment of utilities and maintenance.
- ∞ Increase in square footage in 2012-2013 reflects the expiration of the original lease and term of May 1, 1992 - April 30, 2012 covering expanded facilities as outlined in that agreement.

The annual payment is due in December for each year to:

City of Moorhead  
Accounts Payable  
500 Center Avenue  
Moorhead, Minnesota 56560

**EXHIBIT 5**  
**MOORHEAD SPORTS CENTER**  
**GROUND AND FACILITY MAINTENANCE SCHEDULE**

**PARKING LOTS**

Cost to install the parking lots at the Moorhead Sports Center was split between the CITY and the SCHOOL. 100% of the North Lot and 50% of the East Lot was financed by the CITY. The remainder was financed by the SCHOOL.

RESURFACING, SIGNING, AND STRIPING THE EAST AND NORTH PARKING LOTS:

The CITY will incur the costs of the maintenance of the parking lots on the north and east side of the Moorhead Sports Center. The CITY will invoice the SCHOOL for one-half of the costs to the parking lot on the east side.

PARKING LOT LIGHTING:

- ∞ CITY will pay full cost of electricity for parking lot lights
- ∞ CITY will pay full cost of fixture replacement cost for parking lot lighting
- ∞ CITY will pay full cost of standard maintenance for parking lot lighting including bulb replacement

**SNOW REMOVAL (Exhibit 6)**

PARKING LOTS:

SCHOOL will have their contractor remove snow and bill the CITY for one-half of the East Lot and all of the North Lot. As is SCHOOL policy, the contractor for the SCHOOL is instructed to clear snow when there is two inches recorded. CITY will have the option to call snow removal contractor for additional services and bill to CITY in the event that wind blows snow on the entrances, etc.

SIDEWALKS:

CITY is responsible for the snow removal on the north, east and south side of the Moorhead Sports Center. SCHOOL is responsible for snow removal on the west side of the building, including mall area, sidewalks along the tennis courts, and sidewalks to the Outreach Center.

**MOWING (Exhibit 7)**

The CITY will mow the following;

1. In-between the tennis courts and the Moorhead Sports Center on the South side of the building.
2. West side of the building, the east side of the Mall area next to the building.
3. East side of the building, next to the building only. Island will be the responsibility of the School.

**FACILITY CLEANING/MAINTENANCE**



The SCHOOL is responsible for all areas depicted in Exhibit 8 and Exhibit 9.

**EXHIBIT 10  
MOORHEAD SPORTS CENTER  
SECURITY**

**VIDEO SECURITY CAMERAS**

- ∞ The CITY installed a limited amount of security cameras throughout the Moorhead Sports Center general area's, SCHOOL has access to review activities on these cameras.
- ∞ SCHOOL will continue to add more cameras to school district use areas.

**WIRELESS APs**

- ∞ CITY and SCHOOL both have installed wireless AP in the lobby area that is used by both the SCHOOL and CITY. SCHOOL plans to add public free access on these devices during the term of this lease.
- ∞ Both SCHOOL and CITY IT Departments will work cooperatively on changes and installation of additional devices.

**KEYLESS ENTRY**

- ∞ SCHOOL and CITY use keyless access on all exterior doors. There is shared use of electronic latch on the north lobby door but the CITY is responsibility to manage should problems occur.
- ∞ If space use between CITY and SCHOOL changes during the term of this lease, cooperative arrangements will be made between the two parties.

**INTERNAL KEYS OR KEY LOCKS (Keys)**


- ∞ Keys for the Moorhead Sports Center will be monitored by the Sports Center Facility Manager.
- ∞ All areas leased by SCHOOL in the Moorhead Sports Center are keyed to the SCHOOL.
- ∞ A SCHOOL Master Key is to be made available to the Moorhead Sports Center Facility Manager and the City of Moorhead Fire Department to gain access to SCHOOL leased space, within the Moorhead Sports Center, in the event of an emergency.
- ∞ Joint use keys are checked in and out of the SCHOOL Athletic Directors Office. He/She will monitor distribution of all keys.
- ∞ Any additional keys requested from SCHOOL that were not part of the original set will be billed to the SCHOOL.



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.078 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: May 8, 2012

SUBJECT: Agreement for Use of City of Moorhead Facilities and Moorhead Area Public Schools Facilities for 2012-2017

Attached please find the agreement for the district's use of City of Moorhead facilities and the City's use of Moorhead Area Public Schools facilities. The term of the agreement is five years from July 1, 2012 through June 30, 2017.

Suggested Resolution: Move to approve as presented the Agreement for Use of City of Moorhead Facilities and Moorhead Area Public Schools Facilities from July 1, 2012 through June 30, 2017.

WAK:nls  
Attachment

**AGREEMENT FOR USE OF  
CITY OF MOORHEAD FACILITIES & ISD #152 FACILITIES  
FOR THE SCHOOL YEARS INCLUDING FALL 2012-SPRING 2017**

THIS AGREEMENT made and entered into this 1st day of May, 2012, by and between the CITY OF MOORHEAD, a municipal corporation and political subdivision of the State of Minnesota, hereinafter referred to as "CITY," and Independent School District No. 152, a municipal corporation, hereinafter referred to as "SCHOOL"; and

WITNESSETH:

WHEREAS, this lease does not cover the areas of the Moorhead Sports Center, those areas are covered by the Lease Agreement for additional space at the Moorhead Sports Center; and

WHEREAS, the CITY has constructed and operated several facilities within its Parks and Recreation System made available for a multitude of active and passive recreation and education activities; and

WHEREAS, the SCHOOL operates among other education programs and activities, a physical education program, extra curricular activities program, picnics, junior varsity and varsity events, and athletic programs; and

WHEREAS, CITY facilities shall be available for the use of SCHOOL activities; and

WHEREAS, SCHOOL operates educational facilities which will be made available to the CITY for recreational purposes; and

WHEREAS, the SCHOOL and the CITY may from time to time find it necessary to charge fees to cover the operational costs of its facilities, these fees will be agreed upon prior to the use;

WHEREAS, the CITY and the SCHOOL each shall have secondary rights of refusal for the mutual use of the programs after the respective owner of each have scheduled their activities and curriculum, with the exception of those civic organizations currently using the facilities; and

WHEREAS, the CITY and the SCHOOL do mutually promote and provide recreation and education activities and events through its Park and Recreation programs, Community Education programs, and other types of publications and shall cooperate and coordinate its resources and share in the responsibilities of setting forth priorities and activities for the use of the facilities and sharing of the human, physical, and financial resources to promote the optimum number of recreation and continuing

education activities for community residents; and

WHEREAS, the CITY and the SCHOOL acknowledge in consideration of this Agreement certain further and additional agreements and activities and understandings may be reached from time to time by CITY and SCHOOL for use of lands and properties and the maintenance of the same.

NOW, THEREFORE, it is hereby agreed by and between CITY and SCHOOL as follows:

1. The CITY does hereby agree to lease to the SCHOOL, and the SCHOOL does hereby agree to take from CITY the Moorhead Sports Center building to conduct during the school year, and under the SCHOOL'S direct supervision, a portion of the SCHOOL's physical education, extra curricular activities, and athletic programs during the school year and annually reimburse the CITY according to the payment schedule in Exhibit A.

2. Insurance. The CITY and the SCHOOL agree to maintain a minimum of \$1,000,000 per occurrence liability insurance, to insure against any liability caused by that party's obligations under this Agreement. Each party will name the other as an additional insured with respect to the facility. The insurance of the party which has sole responsibility for a claim will be primary.

3. Liability. Liability for any claims, meaning all third-party claims, losses, damages and expenses, including attorney fees, resulting from personal injury, death or property damage shall be handled in the following manner.

One Party Liable. The CITY and the SCHOOL acknowledge that they shall be responsible for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of that party or its employees, officials, volunteers or agents. No party shall be liable for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of the other party or its employees, officials, volunteer or agents. No party is responsible for the actions of the other party and is only responsible for those tasks assigned to it in this Agreement. The CITY and the SCHOOL agree to defend and indemnify the other for all claims that are the sole responsibility of the indemnifying party.

4. Certificate of Insurance. Upon request, the CITY and the SCHOOL will provide to the other party a certificate of insurance verifying that the insurance policies required by this Agreement are in effect.

5. The SCHOOL acknowledges that the CITY will be entering into agreements similar to this Agreement with other organizations within the CITY for the

use of the Moorhead Sports Center building, and specifically recognizes that its request for use of the Moorhead Sports Center building over and above the days and times contemplated in this lease agreement will be subject to the availability of the Moorhead Sports Center building.

6. All sport organizations using/renting space from the SCHOOL and/or CITY to conduct youth sports programs will be required to have a concussion prevention and awareness program and to demonstrate full compliance upon request.

7. This Agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto and, before it becomes effective, will be submitted to the respective governing bodies of the parties for approval by resolution, certified copies of which resolutions shall be attached to the executed copy of the Agreement.

8. The parties intend that this Agreement be an ongoing, self-renewing Agreement; however, the parties agree that annual reviews of the experiences of each party under this Agreement will take place no later than May 31 of each year; any amendments, additions or deletions to this Agreement, including the rate to be charged for the use of the facility, will be incorporated into this Agreement as an addendum; if either party determines to cancel this Agreement, notice must be given prior to June 1 of the year in which cancellation is intended to take place.

9. The CITY and SCHOOL agree that there are various CITY and SCHOOL owned facilities that both parties wish to make available, under certain conditions to the other for its events and activities under certain conditions. These facilities are noted in Exhibit B.

10. The CITY and SCHOOL acknowledge the following use policies for certain facilities outlined in Exhibit C, Exhibit D and Exhibit E.

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

CITY OF MOORHEAD

BY:

\_\_\_\_\_  
Mark Voxland, Mayor

ATTEST:

\_\_\_\_\_  
Michael Redlinger, City Manager

INDEPENDENT SCHOOL DISTRICT NO. 152

BY:

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Clerk

DATE: \_\_\_\_\_

## EXHIBIT A RENTAL PAYMENT SCHEDULE

CITY and SCHOOL agree to the following Rental Payment Schedule and rates therein for the 2012-2017 School Years during the term of this Agreement:

ISD Functions	Hours/ Games	2011- 2012	2012-2013		2013-2014		2014-2015		2015-2016		2016-2017	
			Rate	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total
PE Ice Use	40	27.89	28.31	1,132.33	28.73	1,149.32	29.16	1,166.56	29.60	1,184.06	30.05	1,201.82
PE Dry Floor	50	15.25	15.48	773.94	15.71	785.55	15.95	797.33	16.19	809.29	16.43	821.43
Dry Floor	60	15.25	15.48	928.73	15.71	942.66	15.95	956.80	16.19	971.15	16.43	985.71
Boys Hockey Practice	160	104.11	105.67	16,906.81	107.25	17,160.42	108.86	17,417.82	110.49	17,679.09	112.15	17,944.28
Boys A & B Games	10	822.60	834.94	8,349.39	847.46	8,474.63	860.18	8,601.75	873.08	8,730.78	886.17	8,861.74
Girls Hockey Practice	160	104.11	105.67	16,906.81	107.25	17,160.42	108.86	17,417.82	110.49	17,679.09	112.15	17,944.28
Girls A & B Games	10	822.60	834.94	8,349.39	847.46	8,474.63	860.18	8,601.75	873.08	8,730.78	886.17	8,861.74
Single Game Rate (Playoffs)		574.00	582.61	0.00	591.35	0.00	600.22	0.00	609.22	0.00	618.36	0.00
Golf		671.00	681.07	0.00	691.28	0.00	701.65	0.00	712.17	0.00	722.86	0.00
Sports Center Track		N/C	N/C	0.00	N/C	0.00	N/C	0.00	N/C	0.00	N/C	0.00
Sub Total:				53,347.41		54,147.62		54,959.84		55,784.23		56,620.99
Gym Use				(2,500.00)		(2,500.00)		(2,500.00)		(2,500.00)		(2,500.00)
Pool Use				(5,000.00)		(5,000.00)		(5,000.00)		(5,000.00)		(5,000.00)
Total:				45,847.71		46,647.62		47,459.84		48,284.23		49,120.99

- Payments reflect a 1.5% increase annually.
- Playoff games will be billed separately after the 10 game allotments have been met. This will be priced at the single game rate.

The Annual payment is due by December of Each Year to:

Accounts Payable  
City of Moorhead  
500 Center Avenue  
PO Box 779  
Moorhead, Minnesota 56561



**EXHIBIT B**  
**FACILITIES AVAILABLE FOR USE**

The CITY has the following facilities that are used by the SCHOOL:

Centennial Park	Homestead Park / Bridgeview
Gooseberry Mound Park	Knapp Park
Horizon Shores	Five Nine Park
Hansmann Park	Daly Park
MB Johnson Park	Lamb Park
Memorial Park	Meadows Park
Matson Memorial Field	Morningside Park
Menards Soccer Complex	Northeast Park
Moorhead Sports Center	Queens Park
Johnson Farms	Buland Park
Woodlawn Park	Ridgewood Park
Viking Ship Park	River Oaks Park
Alm Park	Riverview Estates Park
Allison Parkway	Romkey Park
Angela's Park	South Park
Arbor Park	Village Green East
Arrowhead Park	Village Green Park
Belsly Park	Viking Ship Park
Bennett Park	Voll Park

Moorhead Golf Courses  
The Meadows Golf Course  
Village Green Golf Course

The SCHOOL has the following facilities that are used at various times by the CITY;

Ellen Hopkins Elementary (gyms)  
Moorhead Senior High School (swimming pool / vestibule) / tennis courts  
Probstfield Learning Center (gym)

**EXHIBIT C**  
**CITY STRUCTURES ON SCHOOL DISTRICT LAND**  
**SCHOOL FACILITY USE ELLEN HOPKINS GYM/ POOL**

**CITY STRUCTURES ON SCHOOL DISTRICT LAND**

- CITY will continue to use South Park, on the east end of Ellen Hopkin's campus, as a neighborhood park.
- Ellen Hopkins Storeroom Addition: This was built and paid for by with CITY funds and is located on SCHOOL land. It is used exclusively by Moorhead Parks and Recreation and is keyed for CITY use.

**CITY USE OF SCHOOL FACILITIES**

**SCHOOL OWNED GYMS** at Ellen Hopkins are used for CITY Youth and Adult Volleyball, Basketball, and open gym, programming.

- Gyms are used from September to May of each year. Days/Times include:
  - Weeknights from 4:00 pm-11:00 pm
  - Saturdays from 8:00 am-4:00 pm
  - Sundays from 12:00 noon-6:30 pm
- Procedures for Use:
  - If the building is not open, CITY staff will open and close the building,
  - CITY is responsible for security,
  - CITY is responsible for cleaning all areas.
  - SCHOOL is responsible for having building accessible, including snow removal.

**SCHOOL OWNED POOL** at Moorhead High School for Swimming Lessons and Water Exercises.

- Use includes:
  - January to April: Saturdays from 8:00 am-1:30 pm
  - September to May: Tuesdays and Wednesdays from 6:00 pm-7:00 pm
- Procedures for Use:
  - CITY Recreation Supervisor will schedule all dates of usage with SCHOOL Athletic Director.
  - SCHOOL will provide the CITY with a key to Door 8 and the pool.
  - SCHOOL will provide the CITY with emergency contact numbers to be used if there is an issue with the pool or pool area when staff arrive.
  - SCHOOL will have pool area and locker rooms clean and ready for usage.
  - SCHOOL will contact the CITY if there are any mechanical problems that prevent the pool from being used.
  - SCHOOL is responsible for having building accessible, including snow removal.
- CITY will have Aquatics Coordinator on site at all times.
- CITY will have access to the sound system during water exercise class.
- CITY is responsible for clean up after usage.
- CITY will provide own equipment and store it on pool deck.

**EXHIBIT D**  
**USE OF CITY OF MOORHEAD GOLF COURSES**  
**HIGH SCHOOL GOLF TEAM RULES**

The fee for the use of the golf courses is addressed in Exhibit A.

In an attempt to coordinate access of the golf course to the high school students, at the same time, balancing the needs of the general public we ask the following:

**SCHEDULING**

- **Weekday Play:** Eight (8) tee times (4 for girls and 4 for boys) per day during the weekday, Monday - Friday. If one of the courses is closed for the day, tee times can be made at the other course. The schedule will need to be coordinated with each golf course. The Meadows and Village Green can not be occupied at the same time by the high school.
- **Weekend Play:** Players are allowed three (3) tee times per day but must make their tee times on the day of play. Coaches are to provide a list of names of all players to the Pro Shop which would alleviate the need to have coaches make the tee times.
- **Coaches** will make the tee times for the high school golfer during the weekday. Golfers are asked to strictly adhere to the assigned time. Please have golfers check in with the golf professional staff upon your arrival as they may be asked to tee off on an alternate hole.
- **Canceling of Tee Times:** If for some reason tee times need to be cancelled a three day notice is requested so that we can open these slots for the general public.
- **Tournaments:** The SCHOOL is allowed three tournaments per year, which could be scheduled during the weekdays. (Boys, Girls, Junior Varsity) Any weekend tournament would need prior approval from the Golf Professional. The Sectional or a State Tournament would be allowed in addition to the one tournament with prior approval from the Golf Professional, Recreation Division Manager and the Moorhead Park Advisory Board.
- **Tournament Schedules:** Each team will need to submit their tournament schedules for the upcoming season in September of the prior year.
- **Driving range:** Tokens would be available during practices, and tournaments at no additional charge. Tokens will be given to the Coaches to distribute. The number of tokens available for a practice will be limited to 20

per day. Any unused tokens should be returned to the pro-shop at the end of practice. Driving range tokens are only to be used by the golf team members and coaches during practices, tournaments, and meets. If the driving range tokens are used at any time other than what is listed above, the SCHOOL could lose their privileges of using the driving range at no additional cost. Driving range tokens will not be available free of charge to visiting teams. Please pick up all baskets and return them to the shed.

- **Golf carts** for players are not included in the high school fee. Students are asked to walk. Coaches will be assigned carts to monitor play during tournaments and practice.
- **Golf Etiquette:** Coaches are asked to have your players strictly adhere to all rules of the Course. Course rules will be given to Coaches to distribute prior to play at the Moorhead Golf Courses. Please ask your players to place their golf bags in a neat manner when players are inside the clubhouse so others may enter the clubhouse safely.
- **Parking:** Please ask students to park the south parking lot at The Meadows to allow our elderly clients closer access.
- **Inclement Weather:** Golf Professional or Clubhouse Supervisor may determine that play is cancelled due to lightning or inclement weather. We ask that Coaches also monitor weather and assist with getting students off the course should inclement weather approach.
- **Priority:** SCHOOL teams have priority over other teams using the Moorhead Golf Courses. The tee times will be in chronological order with Moorhead teams first with other schools to follow.


**EXHIBIT E**  
**NEIGHBORHOOD RECREATION CENTER (NRC) RESERVATION POLICIES**

- There is no fee for school district usage of the Neighborhood Recreation Centers.
- NRC's are open for reservations year round in coordination with the existing scheduled park programs.
- NRC's are open at 10:30 am and close at 9:30 pm, Monday-Sunday.
- First Come –First Serve basis.
- Park Staff will open and close the building. No keys will be issued to non-city staff.
- Reservations must be made in person at the Park Office.
- Parks and Recreation Office requires a 72 hour notice to reserve the NRC buildings
- Parks and Recreation Office require a 72 hour notice of cancellation. A 24 hour notice of cancellation is required if weather related. If reserving a building on Saturday or Sunday you must cancel by 12:00 noon on Friday.
- All reservations must include a signed "Permit for Facility Use." This can be obtained at the Park and Recreation Administrative Offices at the Moorhead Sports Center.
- Clean up is the responsibility of the party making the reservation. All chairs and tables must be returned to appropriate areas. Sweeping and mopping the area may be required. Supplies are provided at the building.
- At least one member of the renting party must stay at the building until the park attendant returns to close the facility.



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.076 C

TO: Dr. Lynne A. Kovash, Superintendent  
FROM: Wayne A. Kazmierczak, Assistant Superintendent   
DATE: May 8, 2012  
SUBJECT: Red River Area Learning Center Lease Agreement

Attached please find a lease agreement extension between La Famiglia LTD and Moorhead Area Public Schools for the space that houses the Red River Area Learning Center (RRALC). The term of the lease is two years from September 1, 2012 through August 31, 2014.

Suggested Resolution: Move to approve the lease agreement between La Famiglia LTD and Moorhead Area Public Schools from September 1, 2012 through August 31, 2014 at an annual cost of \$104,405.

WAK:nls  
Attachment

## Lease Agreement

This Lease Agreement made this 4th day of May 2012, by and between La Famiglia LTD with its place of business at 1100 32nd Avenue South, Moorhead, MN 56560 hereinafter referred to as "Landlord" and Minnesota Independent School District No. 152 aka MOORHEAD PUBLIC SCHOOLS, hereinafter referred to as "Tenant" whose address is 810 4<sup>th</sup> Ave. South, Moorhead, MN 56560.

### WITNESSETH:

In consideration of the mutual covenants and agreements given and exchanged hereunder, the parties hereto declare, covenant and agree as follows:

1. **PREMISES:** Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord for the Lease Term as hereinafter defined the following described premises: approximately 10990 square feet of ground floor (approximately 6600 SF of Warehouse area and 4390 SF of Office area) located at 1100 32nd Avenue South, Moorhead, MN 56560 (shown on Exhibit A).

Tenant shall also be allowed non-exclusive use of outdoor yard/green space on the north and west portions Of property as shown in Exhibit A-1.

2. **TERM:** The term of this Lease Agreement shall commence on September 1, 2012, and shall continue to August 31, 2014. Tenant shall have (2) options to renew this lease for whatever space is occupied prior to the renewal date, for a term of 2 years each. Tenant must provide Landlord one hundred eighty (180) day advance written notice indicating intention to exercise. All terms and conditions to remain the same with a negotiation of rents. This Lease Agreement may be terminated by either party by giving written notice thirty (30) days prior to the end of lease period. If neither party gives notice, lease will convert to a month to month tenancy.
3. **RENT:** From September 1, 2012 to August 31, 2014, Tenant shall pay, without demand, \$8700.42 per month (\$9.50 per SF) as the total and complete rental for the premises. Rent for periods of occupancy of less than one month shall be prorated in proportion to number of days of occupancy in that month. Tenant has Paid \$0.00 upon lease execution to be held by owner as security deposit. Rent payments can be made payable to Landlord at the address as provided in Section 20, Notices.
4. **USE:** Tenant agrees that the leased premises shall be used and occupied for public education. Tenant agrees at its own cost and expense to obtain any and all licenses and permits necessary to effect such use. Tenant agrees to occupy said premises in a careful manner and to surrender the same at the termination of this Lease, or any extension thereof in as good condition as when received, normal wear and tear excepted.
5. **UTILITIES AND SERVICES:**

	Heat	A/C	Electricity	W/S/G	Janitor	Repair/Maint. Bldg./Grounds
Tenant Expense:					X	
Landlord Expense:	X	X	X	X		X

Tenant shall provide janitorial and material supply service for the demised space as well as for the ground floor rest rooms and common hallway (if any). If Landlord secures a tenant (separate from the Moorhead Public Schools) for any portion of the ground floor note leased by Tenant, Tenant will remain responsible for janitorial and material cost of the ground floor rest rooms and common areas.

6. **COMMON AREA MAINTENANCE CHARGES:** Landlord shall be responsible for common area maintenance charges which include, but not limited to heating, ventilating and cooling, real estate taxes and special assessments, parking lots, lighting, maintenance, snow removal, grounds maintenance and cleaning, sprinkling and alarm, repair & maintenance, and property and liability insurance. Common areas are defined as all property not occupied by a tenant but providing common access and benefit to all tenants and customers of the property. Common areas include, but are not necessarily limited to, parking



## Lease Agreement

lots, yards, and entry areas.

7. REPAIRS AND MAINTENANCE: Tenant shall, at its expense, keep the interior of the Premises, including all partitions, interior doors, trade fixtures, and appurtenances thereof in clean, neat and good order, condition and repair, damage by unavoidable casualty expected, but not including structural portions of the Leased Premises such as the foundation, outer walls, windows, exterior doors, exterior plate glass, and roof of the Leased Premises, and all major plumbing maintenance and repairs, including water heaters and water/sewer lines from the building to the street, and electrical heating and air conditioning systems which shall be maintained by the Landlord. Landlord shall keep the common areas in good order and repair, and shall be responsible for the removal of snow and ice from the parking lot. Tenant will be responsible for snow removal in front of the west doorway.

Tenant will also be responsible to keep the designated north and west yard/green space areas in good condition and free of excessive trash. Tenant shall be responsible for the satisfactory repair or replacement (determined solely by Landlord) of any damage to the grass, trees or other landscaping feature.

8. TAXES: Landlord shall pay the general real estate taxes and installments of special assessments and assessments for special improvements and all other taxes, fees, assessments and other governmental charges of every kind and nature arising during the term of this lease with respect to the property and its improvements.
9. PARKING: Tenant has use of the west parking lot. In the south parking Landlord reserves the right to further designate and enforce customer and employee parking areas should it become necessary in Landlord's sole judgment to do so. Tenant may not leave any vehicle, including any type of recreational vehicle, in the designated parking areas for more than 48 hours unless prior written consent is given by Landlord.
10. SIGNAGE: Subject to Landlord's written approval, all signage fabrication and installation shall be at the expense of the Tenant unless otherwise specifically agreed to in writing by both parties.
11. GOVERNMENTAL REGULATIONS: Tenant shall, at Tenant's sole cost and expense, comply with and faithfully observe all of the rules, regulations, ordinances, laws and requirements of county, municipal, state, federal and other applicable governmental authorities, present or future ("Governmental Regulations") which effect the occupancy of use of, or carrying on of Tenant's business in the Leased Premises. Landlord shall, at Landlord's expense, make and comply with all Governmental Regulations which pertain to the common areas and those portions of the Premises, including the exterior, exterior, doors, and structural portions which Landlord is required to repair hereunder.
12. INSURANCE:
- a.) Public Liability Insurance. Prior to entry into the premises to begin Tenant's work and thereafter during the term of this Lease, Tenant shall keep in full force and effect at its expense, a policy or policies of public liability insurance with respect to the premises and the business of Tenant and any approved subtenant, licensee, or concessionaire, with companies licensed to do business in Minnesota, and approved by Landlord, in which both Tenant and Landlord and any person, firm or corporation designated by Landlord, shall be adequately covered under reasonable limits of liability not less than statutory requirement established by the State of Minnesota for said use. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord that such insurance is in effect which evidence shall state that Landlord shall be notified in writing thirty (30) days prior to cancellation.
- b.) Fire Insurance. The Landlord agrees to carry public liability insurance and insurance against fire and such other risks as are, from time to time, included in a standard extended coverage endorsement for the subject building.
- c.) Waiver of Subrogation. The parties hereto each mutually agree to waive any cause action which either may have against the other or the agents of the other for damage or harm to the leased premises, the

## Lease Agreement

common areas, or the contents of either, on the leased premises to the extent that such damage or harm is required to be insured against casualty insurance under the terms of this lease, whether such damage or harm is caused by the negligence or fault of either party or its agent or not; and each party hereto agrees, that, to the extent it actually obtains casualty insurance coverage, such policy shall contain a waiver of subrogation rights on the part of such insurance company as against the other party to this Lease.

13. IMPROVEMENTS: Tenant agrees to lease space in "as is" condition. Any work shall be performed by the Tenant at its own cost and expense.

Tenant agrees that it will not alter the leased premises or construct any improvements therein without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant agrees and understands that all improvements or alterations which shall be made pursuant to this paragraph, with the exception of the trade fixtures, shall be deemed to be fixtures and shall, at the expiration of this Lease, become part of the realty and the property of the Landlord. Landlord agrees that Tenant may remove any of its trade fixtures at the expiration of this Lease. Tenant agrees to repair any damage to the leased premises which may be caused by the removal of trade fixtures.

14. ACCESS: Tenant agrees that the Landlord may enter the leased premises either upon providing Tenant notice or during business hours to check for or perform routine maintenance required to be performed hereunder, and for all other purposes for which such an entry is desirable under the terms of this Lease. Landlord agrees that its entry into the premises to engage in any repairs will be done at such times and in such manner as to minimize interference with Tenant's business.

15. DEFAULT: Landlord shall give notice to Tenant of any default under this Lease in the payment of rent or otherwise, and Tenant shall have the right for ten (10) days after receipt of such notice to cure any default with respect to the payment of rent and, with respect to any other default, shall have such time as may be reasonably necessary to cure such default.

In the event the Landlord shall default in the performance of any covenants agreed to be performed by Landlord, Tenant may give written notice to Landlord specifying the default and Landlord shall have 30 days after receipt of notice to cure the default. Tenant agrees that, in the event notice is given to the Landlord as aforesaid and Landlord is unable to complete performance of such breached covenant within the thirty-day period specified but is nevertheless proceeding with due diligence to perform such covenant at the expiration of such period, the period within which the foregoing remedies may be exercised, shall be extended to whatever reasonable time is necessary for the Landlord to reasonably complete such performance, after which time such remedies shall be applicable.

16. DAMAGE TO BUILDING: In the event of damage by fire or other casualty to the building in which the leased premises are located, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of such building, this lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the leased property is damaged by fire or other casualty, Landlord may repair the damage with reasonable dispatch, and if the damage has rendered the leased property untenable, in whole or in part, there shall be apportionment of the rent until the damage has been repaired. The Landlord shall have the right to cancel this lease by giving Tenant written notice of its intention so to do within 30 days of the time of damage. This thirty (30) day notice shall be applicable only to circumstances where the premises has been substantially destroyed.
17. CONDEMNATION: In the event any part of the lease premises or common facilities servicing such premises is taken by public authority through the power of eminent domain, or conveyed by Landlord in lieu of an actual condemnation to any public authority, the Tenant or Landlord may, at its option, declare this Lease terminated without further obligation shall cease as the day possession of such condemned or conveyed portion is given to public authority.

If Tenant elects to remain in possession of that portion of the leased premises which remains after the

## Lease Agreement

condemnation, it is agreed that the rent shall be reduced thereafter by an amount proportionate to the actual portion of the leased premises taken or, in the event no part of the leased premises is taken, but part of the common facilities is taken, the rent shall be reduced by an equitable amount to be agreed upon by the parties. In the event the Tenant elects to continue possession of the leased premises to an architecturally whole unit.

The parties agree that each shall retain whatever portion of the condemnation award is made to either by the condemning authority and that neither shall have claim to that portion of the award made to the other.

18. ASSIGNMENT, SUBLETTING, or TRANSFER: Landlord agrees that the Tenant may assign this Lease or sublease the premises at any time with the prior written consent of the Landlord which consent will not be unreasonably withheld, but it is understood that Tenant specifically agrees that such assignment or subletting shall not release it from any of the obligations assumed by it under this Lease and that it shall continue to be liable hereunder throughout the term of any such assignment or sublease.

In the event the Landlord shall assign his rights under this Lease or shall transfer his interest in said leased premises, it is understood that the assignee shall be bound by all the terms and conditions of this Lease and that the Landlord shall do all that is necessary to protect the rights of the Tenant in the event of any such assignment.

19. HOLDING OVER: Any holding over of the leased premises after the expiration or other termination of this Lease or any renewal or extension thereof shall operate and be construed as a tenancy from month to month at the same monthly rental rate that applied to the last preceding month and subject to all the other terms and conditions herein provided, and in no event shall the tenancy be deemed to be one from year to year or longer period. However, nothing contained herein shall be construed as consent by the Landlord to the holding over of the leased premises by Tenant.

20. NOTICES: For purposes of this Lease, it is agreed that any notices that are required to be given by the terms hereof shall be given by mail, certified with a return receipt requested, sent to the following addresses:

Landlord: John Hough, La Famiglia LTD 1100 32<sup>nd</sup> Ave So Suite A Moorhead, MN 56560

Tenant: Moorhead Area Public Schools  
2410 14<sup>th</sup> St. S  
Moorhead, MN 56560

and any notices sent in such manner shall be conclusively presumed to be sent correctly whether actually received by the party hereto or not, unless the party shall hereafter notify the other in writing of an address change.

21. ARBITRATION: The parties hereto agree to make a good faith effort to reach agreement on all matters in dispute under this Lease agreement. In the event of any inability to reach agreement on any matter or controversies arising hereunder (including but not limited to) controversies with respect to plans and specifications to be prepared as provided herein, construction on the building, rental rates with respect to options exercised hereunder, the same shall be submitted, at the election of either party, to arbitration and presented for resolution to the American Arbitration Association under its rules then in effect. The decision of the American Arbitration Association shall bind the parties hereto and their successors or assigns, and such decision shall have the same force and effect as a decree of a court having competent jurisdiction over the controversy. The cost of said arbitration shall be borne equally by the parties.

22. SUCCESSORS: The conditions, covenants, and agreement in the foregoing Lease agreement to be kept

## Lease Agreement

and performed by the parties hereto shall be binding upon said parties, their heirs, executors, administrators, successors, and assigns.

23. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties, and each party understands that there are no other oral understandings or agreements other than those set out herein. This agreement cannot be added to, altered, or amended in any way except by a written agreement signed by both of the parties hereto.
24. NO SMOKING: Smoking is not permitted anywhere in or on the entire property.
25. DOOR LOCKS AND KEYS: Landlord shall provide Tenant two sets of keys to the demised space. Any changes to the existing door lock mechanisms done by the Tenant must be with the consent of the Landlord and must conform to the master key system of the property. If Tenant makes changes to the door lock or key mechanism, Tenant shall provide Landlord keys for the new lock mechanism. Upon vacation of the property, Tenant must return the locking mechanism back to its original system and/or condition at its own expense.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 4 day of May, 2012.

LANDLORD  
La Famiglia LTD

Date 5-4-12

By: [Signature]

Its: President

TENANT  
Moorhead Public Schools

Date \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



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

Memo HR.12.091

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources *Ann Hiedeman*  
DATE: May 8, 2012  
SUBJECT: Change in Contract

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

Amber From STEM Teacher, Horizon Middle School, from .67 FTE to 1.00 FTE  
effective with the 2012-2013 school year. (additional STEM classes)

**SUGGESTED RESOLUTION:** Move to approve the change in contract for Amber From as presented.

AH:smw



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

Memo HR.12.092

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources  
DATE: May 8, 2012  
SUBJECT: Family/Medical Leave

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

Joanna Struck                  Jump Start Teacher, EIS, effective approximately, July 4, 2012 for 10 weeks.

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

AH:smw

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

Memo HR.12.090

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources *Ann Hiedeman*  
DATE: April 30 2012  
SUBJECT: Resignations

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

Teresa Gardner Bus Driver, Transportation, effective April 16, 2012.  
Dave Morinville Varsity Boy's Hockey Coach, effective April 27, 2012  
Ashlee Sirek Paraprofessional, S. G. Reinertsen Elementary, effective May 31, 2012.  
Catherine Johnson Teacher, S. G. Reinertsen Elementary, effective June 1, 2012.

**SUGGESTED RESOLUTION:** Move to approve the resignations of Teresa Gardner, Dave Morinville, Ashlee Sirek and Catherine Johnson as presented.

AH:smw





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

Memo HR.12.089

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources *ah*  
DATE: April 30, 2012  
SUBJECT: New Employees

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

Karie Currie	Occupational Therapist, EIS, MA+20 (7) \$53,947.00, effective July 1, 2012. (Replaces Regina Mandy)
Jacob Scandrett	Assistant Principal, Robert Asp Elementary, D61 (0-4) \$74,194.00, effective July 1, 2012. (New position)
Michael Daugs	Assistant Principal, Ellen Hopkins Elementary, D61 (0-4) \$74,194.00, effective July 1, 2012. (New position)
Travis Okerlund	Assistant Principal, S. G. Reinertsen Elementary, D61 (0-4) \$74,194.00, effective July 1, 2012. (New position)
Mary Kvebak	English Teacher, High School, BA (3) \$37,279.00, effective with the 2012-2013 school year. (Replaces Jill Bickler)
Brooke Johnson	Spanish Teacher, Horizon Middle School, MA+20 (1) \$37,839.00, effective with the 2012-2013 school year. (New position)

**SUGGESTED RESOLUTION:** Move to approve the employment of Karie Currie, Jacob Scandrett, Michael Daugs, Travis Okerlund, Mary Kvebak and Brooke Johnson as presented.

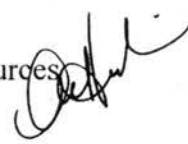
AH:smw



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

Memo HR.12.088

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Ann Hiedeman, Director of Human Resources 

DATE: April 30, 2012

SUBJECT: University of Mary Field Experience Contractual Agreement

Attached is a Field Experience Contract Agreement with University of Mary for Moorhead Area Public Schools to serve as a clinical education placement center. Terms of this agreement begin with the 2012-2013 academic year. Moorhead Area Public Schools Policy 921 supports the agreements with universities and colleges to provide field experiences for pre-service teachers.

Moorhead Area Public Schools would provide students of University of Mary an opportunity to work cooperatively in a teacher-learning situation with a teacher certified by the State of Minnesota.

**SUGGESTED RESOLUTION:** Move to approve the University of Mary agreement beginning with the academic year of 2012-2013.

AH:smw



**University of Mary**

*America's Leadership University*

DEPARTMENT OF  
OCCUPATIONAL THERAPY

February 23, 2012

Jackie Migler  
Moorhead Public Schools  
2410 14<sup>th</sup> St. S.  
Moorhead, MN 56560

Dear Jackie,

We are required to review our fieldwork agreements once every 5 years and provide written documentation of this process. Our current fieldwork agreement we have with Moorhead Public Schools is due for this review.

I have enclosed two (2) original Letter of Continuation and Amendment to the Affiliation Agreement between our facilities. After you have secured signatures at your facility, please send one (1) to me in the enclosed envelope and keep one for your records.

Thank you for your help with this process.

Sincerely,

*Cindy Anderson*

Cindy Anderson, OTD, OTR/L  
Academic Fieldwork Coordinator

Enc. (2)

**Letter of Continuation and Amendment to the Letter of Agreement**

**Between**

**Moorhead Public Schools**  
2410 14th St. S  
Moorhead, MN 56560

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**And**

**University of Mary**  
**Program in Occupational Therapy**

This Letter of Continuation, dated 2/14/2012, will serve as an amendment to the Letter of Agreement between Moorhead Public Schools and the University of Mary, Program in Occupational Therapy. Authorization of this amendment will affirm that the terms of the original Letter of Agreement have been reviewed and renewed by both parties and shall continue to be in effect for indefinite duration or until either party terminates said agreement upon 90 days written notice to the other (contracts will be reviewed every five years).

Changes may be written by mutual consent of both parties, and any changes will become part of the agreement. Responsibilities of both parties remain as outlined in the original agreement.

For and on behalf of:

**University of Mary**

7. J. —  
President

2/27/12  
Date

J. S. —  
Director, Program in Occupational Therapy

2/15/12  
Date

C. Anderson  
Academic Fieldwork Coordinator

2/15/12  
Date

For and on behalf of:

**Facility**

Moorhead Public Schools (Fieldwork site)

A. —  
Name

4/25/12  
Date

HR Director  
Title




Assistant Superintendent  
**Moorhead Area Public Schools**

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Memo OAS.12.077 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: May 8, 2012

SUBJECT: Major Magnitude Field Trip Report – Spanish Students to Costa Rica

Lana Suomala, along with some of her students, will be in attendance at the May 14, 2012 School Board meeting to provide a report following the Moorhead High School Spanish students' Major Magnitude Field Trip to Costa Rica in March.

WAK:nls



Office of Learner Support Services  
**Moorhead Area Public Schools**

LSS.12.007

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services

DATE: May 4, 2012

RE: Extended Learning Year

Attached is information regarding the 2012 summer programming that extends learning opportunities through August 2012. See accompanying information about the summer options through Special Education and the Alternative Learning Center. Additional information, along with employment information will be presented at the May 14th school board meeting by Deb Pender-Tilleraas and Angela Doll. We look forward to providing services for students through these programs this summer.

**SUGGESTED RESOLUTION:** Move to approve the 2012 Extended Learning Year Program for Moorhead Schools.

JS:ca

Attachment

## Programs Under Special Education: Extended School Year

### Elementary, Middle and High School Extended School Year

Days: Tuesday, Wednesday, and Thursday  
Dates: June 19 - August 2, 2012  
Time: 8:00 am - 12:00 pm  
Location: Hopkins Elementary, Horizon Middle School and Moorhead High School

### Early Intervention Services (EIS):

Dates: June 18 - July 31, 2012 (Schedules vary dependent on student need)  
Location: Probstfield Early Learning Center

### Summer Transition Extended School Year:

Dates: Week of August 23rd (Schedules vary dependent on student need)  
Location: Building at which identified eligible student will be attending fall 2012

### Extended School Year 2012 - Program Budget and Staff Information

Programming will be provided for 6 weeks and will run 3 days a week (Tuesday, Wednesday and Thursday). Teachers will have a one 4 hour prep day on Monday, June 18. Extended School Year will be in session for 18 days from June 19 to August 2. There will be 26 teachers employed with a total salary of \$79,004.28, plus benefits of \$10,270.56. The estimated total hours for the teachers will be 2,052 at a cost of \$89,274.84. There will be 37.5 paraprofessionals and other staff employed at four and one half hours daily. Paraprofessionals and other staff are paid at their contract rate or district sub rate if not employed as a paraprofessional or other staff with the district. The total salary for the paraprofessionals and other staff will be \$50,342.14 plus benefits of \$5,737.47. The estimated total hours for the paraprofessionals and other staff will be 3,037.50 at a cost of \$56,899.84. Extended School Year instructional material budget is \$1,400. The total program budget is \$147,474.68 with 68% of special education salaries and 52% materials reimbursed from the state on EDRS.

### SY Teachers:

Carol Anderson	Donna Dunlap-Bitz	Jim Kapitan (.5)	Sarah Smith
Kevin Anderson	Paula Falk	Julie Kummer	Jill Todd
Leb Bartholomay	Jill Filipi	Michele Morse	Leah Wickenheiser
Netty Bierdeman	Heidi Fisher (.5)	Janet Olson	Judy Wollin
Deagan Blake	Molly Engstrom	Chris Osborn	Renee Wolf
Howell Buysse	Kari Greer	Wendy Paulson	Brandon Yoney
Don Dreschel	David Kanuch	Kristi Rowekamp	1 Teacher - TBD

### SY Paraprofessionals and Other Staff:

Racy Alderman	Robin Johnson	Kathy Saylor	Michael Weiss
Racy Christiansen	Collin Lindhorst	Danni Schiltz	2 Paras - TBD
Lizabeth Cruz	Isidro Lopez	Ronda Stoddard	
Lice Ellingsberg	Darla Mohr	Sally Stoddard	Kelsey Lund-COTA
Oraima Flores	Susan Murphy	Barb Sturdevant	2 1/2 Interpreters - TBD
Ma Foster	Linda Pederson	Gina Swenson	Pam O'Leary -Interp
Jeffany Hanson	Jodi Philpot	LuAnn Tack	
Michael Hennessey	Blake Plankers	Rose Vargas	
Miss Hest	Bunny Renslow	Jean Walker	
Alleen Hoffman	Matthew Retzer	Treva Watnemo	



ESY 2012 - Salary/Benefit Budget for School Board

5/14/12

Teachers	Hr/Wage	Total hrs	Total Salary	Benefits	Total	Budget Total
21	\$41.69	76	\$66,537.24	13%	\$8,649.84	\$75,187.08
6	\$27.34	76	\$12,467.04	13%	\$1,620.72	\$14,087.76
			<b>\$79,004.28</b>		<b>\$10,270.56</b>	<b>\$89,274.84</b>
<b>COTA</b>						
1	\$18.34	76	\$1,393.84	14%	\$195.14	<b>\$1,588.98</b>
			<b>\$1,393.84</b>		<b>\$195.14</b>	
<b>Interpreters</b>						
2.5	\$27.34	81	\$5,536.35	14%	\$775.09	\$6,311.44
1	\$30.00	81	\$2,430.00	No benefits - contract		\$2,280.00
			<b>\$7,966.35</b>		<b>\$775.09</b>	<b>\$8,591.44</b>
<b>Para's</b>						
2	\$14.48	81	\$2,345.76	14%	\$328.41	
2	\$15.00	81	\$2,430.00	14%	\$340.20	
1	\$15.52	81	\$1,257.12	14%	\$176.00	
7	\$15.95	81	\$9,043.65	14%	\$1,266.11	
1	\$17.42	81	\$1,411.02	14%	\$197.54	
2	\$15.74	81	\$2,549.88	14%	\$356.98	
1	\$14.26	81	\$1,155.06	14%	\$161.71	
2	\$14.69	81	\$2,379.78	14%	\$333.17	
3	\$14.90	81	\$3,620.70	14%	\$506.90	
8	\$14.05	81	\$9,104.40	14%	\$1,274.62	
2	\$10.00	81	\$1,620.00	14%	\$226.80	
1	\$16.59	81	\$1,343.79	14%	\$188.13	
1	\$16.37	81	\$1,325.97	14%	\$185.64	
1	\$17.22	81	\$1,394.82	14%	\$195.27	
34			<b>\$40,981.95</b>		<b>\$5,737.47</b>	<b>\$46,719.42</b>
Total Salaries & Benefits			<b>\$129,346.42</b>		<b>\$16,978.26</b>	<b>\$146,174.68</b>
				<b>Instructional Budget</b>		<b>\$1,400.00</b>
				<b>Total Budget</b>		<b>\$147,574.68</b>
Teacher hrs = 27 T x 19 da x 4 hr = <b>2052 hr</b>						
COTA, Int, Para hrs = 37.5 Staff x 18 da x 4.5 hr= <b>3037.50 hr</b>						
	<b>Salary</b>	<b>Benefits</b>				
COTA	\$1,393.84	\$195.14				
Interpreters	\$7,966.35	\$775.09				
Paras	\$40,981.95	\$5,737.47				
	<b>\$50,342.14</b>	<b>\$6,707.70</b>	<b>\$57,049.84</b>			

## Memorandum

To: Administration and Staff – Moorhead Area Public Schools  
From: Deb Pender-Tilleraas, Alternative Education Program Manager  
Re: Alternative Education - Summer, 2012

It is hard to believe that we are into summer planning. But the weather outside reminds us that our summer programs are right around the corner. I would like to provide you with preliminary dates and times that may impact your operation in Moorhead District. If you have questions or concerns, please let me know via email at [dpstilleraas@moorhead.k12.mn.us](mailto:dpstilleraas@moorhead.k12.mn.us). ☺

Red River Area Learning Center, STARRS, Summer Academy, Excel, Jump Start.:  
The relationship between Red River and the extended day – summer programming, k-12, is about drop out prevention. We know that students at risk may become disenfranchised with the learning process as early as kindergarten. This is especially true as a child becomes further behind as the years progress. The State Legislature provides additional general education revenue for these children through alternative education. Thus many summer programs are administered through alternative education. At risk students (defined as students at risk of not making grade level progression) are identified in each building, k-12, to receive additional services to accelerate skill development. This includes after school, Saturday and/or summer programming. The Legislature allows up to 204 total hours (.2 ADM) per student per year. We have a process in place to prioritize service for ten to twelve percent of our general student population, k-12.

### Grant Funds:

Moorhead School District tries to maximize opportunities for students in the summer by applying for summer grant. Grant based projects that have supported summer programming in recent years include the Title One Summer Migrant Grant, Title One McKinney Vento Homeless Education Grant, Title One Neglected and Delinquent Grant, School Success Grant, Summer Food Program, Second Harvest and other support for disenfranchised student populations. We also work with local charities to provide the Back Pack Program for needy children to ensure that they have adequate nutrition on the weekends.

### Red River Area Learning Center and Extended School Year:

The Red River Programs and the District Extended School Year (special education) have different criteria and funding stream. While the dates of operation are often similar, they are separate programs. There are students with IEPs who are served by alternative education. They tend to be students with academic needs that are less involved and do not require the same degree of specialized instruction to make academic gains. If you have questions about ESY please direct these questions to learner support services staff.

### Summer Food Program

The school district has given the State our intention to apply for the Summer Food Program 2012. This program allows us to provide free meals to all school age children/youth in the Fargo-Moorhead area at locations throughout the Moorhead community. This has been a very popular program. In recent years we have served meals at the following locations:

Moorhead High School	Breakfast	Lunch	
Robert Asp Elementary	Breakfast	Lunch	Supper
Ellen Hopkins Elementary	Breakfast		
Horizon Middle School	Breakfast	Lunch (at MHS)	
SG Reinertsen Elementary	Breakfast		
Red River ALC		Lunch	Supper
Centro Cultural Community Center		Lunch	Supper

Specific sites for the Summer Food Program 2012 have not been determined at this time. We are very open to ideas and suggestions. Unfortunately, we are no longer eligible for the summer grant from Second Harvest in the Twin Cities. This project has supported field trips, parent involvement, and other initiatives in the summer. We will be looking for other resources to cover these initiatives.

### **The programming that is proposed for Summer, 2012, includes the following:**

#### **Program: PLUS Week (Positive Learning Under Supervision)**

Location: Red River Area Learning Center

Dates: June 4,5,6,7.

Time: Regular School Day

Transportation Provided: Yes

Breakfast and Lunch Provided: Yes

Intent: Credit Recovery, Grades 9-12.

#### **Program: Summer Academy**

Location: Horizon Middle School

Special Sessions: June 11-15, M-F, Full Days; July 25-31, M-F, Full Days; Jump Start – New 6<sup>th</sup> Graders, July 23 – August 10, M-F, Half Days.

Regular Sessions: June 18 – July 3, M-Th, Half Days; July 9-July 23, M-Th, Half Days

Transportation Provided: Public Transportation only.

Breakfast Provided: Yes

Lunch Provided: (Special Sessions)

Intent: Accelerated Skill Development

#### **Program: Excel High School**

Location: Moorhead High School

Special Sessions: June 11-15, M-F, Full Days; July 25-31, M-F, Full Days

Regular Sessions: June 18 – July 3, M-Th, Half Days; July 9-July 23, M-Th, Half Days

Transportation Provided: Public Transportation only.

Breakfast and Lunch Provided: Yes

Intent: Credit Recovery, Transition, Accelerated Skill Development.

Program: **STARRS Elementary** (Summer Time Academics, Reading, Recreation for Elementary Students)

Location: Robert Asp Elementary School

Registration: Wednesday, June 13, 8-4 p.m., Robert Asp.

Regular Session: June 18 – July 26<sup>th</sup>, M-Th, 7:45 a.m. – 4:15 p.m. No school the week of July 2-6.

Field Trips: Thursday afternoons, June 21, 28; July 12, 19, 26.

Parent Meetings: June 19, July 24 (Family Fiesta).

Lunch with your child: Wednesday, June 20, 27, July 11, 8, 25.

Transportation Provided: Yes

Breakfast, Lunch and Afternoon Snack Provided: Yes

Intent: Accelerated Skill Development.

Program: **STARRS Middle** (Summer Time Academics, Reading, Recreation for Middle School Students)

Location: Horizon Middle School

Registration: Wednesday, June 13, 8-4 p.m., Robert Asp.

Regular Session: June 18 – July 26<sup>th</sup>, M-Th, 12:30 – 3:45 p.m. No school the week of July 2-6.

Field Trips: Thursday afternoons, June 21, 28; July 12, 19, 26.

Parent Meetings: June 19, July 24 (Family Fiesta).

Note: STARRS students participate in the Summer Academy at Horizon Middle School in the morning and the STARRS component in the afternoon.

Transportation Provided: Yes

Breakfast, Lunch and Afternoon Snack Provided: Yes

Intent: Accelerated Skill Development, STEM (Science, Technology, Engineering, Math) in the afternoon.

Program: **Monday Independent Study Program**

Location: Red River Area Learning Center

Registration: Students may drop in anytime and register for this program. Students who have been participating during the regular school year are automatically enrolled for the summer.

Session: Monday Evenings, 3:30-8:30, June 11 – August 20.

Transportation Provided: No

Supper Provided: Yes

Intent: Drop Out Prevention, Drop Out Recovery, Credit Recovery, Accelerated Skill Development, Complete diploma requirements.

Note: Assistance to find suitable day care will be offered as needed.

Program: **STARRS High School**

Location: Moorhead High School, Red River Area Learning Center

Registration: Students may drop in anytime and register for this program. Students who have been participating during the regular school year are automatically enrolled for the summer.

Session: The services of the STARRS High School Program are to support secondary students to successfully participate in summer programming provided by the ALC for secondary age students. This includes day and evening programs.

Special Session: Thursday learning lab, 4:30-8:30, June 18 – July 23. A “rainy day” tutorial program will also be provided to migrant students who are able to work on their academics on days that field work is not a possibility. Career and technical programming will be a part of the STARRS High School Program.

Transportation Provided: Yes

Supper Provided: Yes

Intent: Drop Out Prevention, Drop Out Recovery, Credit Recovery, Accelerated Skill Development, Complete diploma requirements.

**Program: Career and Technical Education**

Location: Red River Area Learning Center

Registration: Students may drop in anytime and register for this program. Students who have been participating during the regular school year are automatically enrolled for the summer.

Session: Students must attend four of five full day sessions on Monday, June 18, 28, July 9, 26, 23, 8:30 – 3:30 pm, to receive credit. This is a community-based program and includes a variety of field trips and community resources. Students who meet the seminar requirement will be eligible to earn experience for work experience if they have a job and work a minimum of 10 hours per week throughout the summer.

Intent: Drop Out Prevention, Drop Out Recovery, Credit Recovery.

**Program: Minor Parent Program**

Location: Red River Area Learning Center

Registration: Students may drop in anytime and register for this program. Students who have been participating during the regular school year are automatically enrolled for the summer.

Session: The schedule for the minor parent program will be developed by the students and the teacher/advisor. This is a community-based program and will include a number of field trips and community resources.

Transportation Provided: Yes

Supper Provided: Yes

Intent: This is a support program for pregnant and parenting teens with a focus on appropriate socialization for students and their children. It is also a drop out prevention/recovery program that encourages minor parents to enroll in and successfully complete summer academic programming.

**Program: Jump Start**

Location: SG Reinertsen, Ellen Hopkins, and Robert Asp Elementary Schools; Horizon Middle School.



Registration: Students are invited to participate based on identified needs.

Registration is facilitated at the individual school(s).

Session: Mornings, July 23-August 10, M-F.

Transportation Provided: No

Breakfast Provided: Yes

Intent: Transition, Accelerated academic skill development.


**Note:** The proposed summer programs in Moorhead District for Summer, 2012, will collaborate with other school community resources to expand upon and support positive experiences for youth. Summer programming reflects the availability of extended day and grant-supported activities.



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.074 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: May 8, 2012

SUBJECT: School Start and Dismissal Times for the 2012-2013 School Year

There will be further discussion at the May 14, 2012 School Board meeting regarding school start and dismissal times for the 2012-2013 school year. The discussion will center primarily on the following two scenarios:

	2011-2012 School Year	2012-2013 School Year Scenario #2	2012-2013 School Year Scenario #7
Moorhead High School	8:25 a.m. – 3:30 p.m.	8:05 a.m. – 3:10 p.m.	8:30 a.m. – 3:35 p.m.
Horizon Middle School	7:45 a.m. – 2:15 p.m.	7:45 a.m. – 2:30 p.m.	9:30 a.m. – 4:15 p.m.
Elementary Schools	8:20 a.m. – 2:50 p.m.	9:00 a.m. – 3:45 p.m.	8:00 a.m. – 2:45 p.m.

Scenario #7 was developed following the discussion at the April 23, 2012 School Board meeting. Action will not be taken at the meeting. A final recommendation will be made at the May 29, 2012 School Board meeting.

WAK:nls






Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.081 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: May 8, 2012

SUBJECT: Jump Start Early Childhood Program Proposal

Attached please find a proposal to expand the district's preschool offerings by adding additional sections of the Jump Start Program. Robin Grooters, Jill Skarvold and Lauri Winterfeldt will be in attendance at the May 14, 2012 School Board meeting to further discuss the proposal.

Suggested Resolution: Move to approve the Jump Start Early Childhood Program Proposal as presented.

WAK:nls  
Attachment

**MOORHEAD AREA PUBLIC SCHOOLS**  
**Moorhead, Minnesota**  
**2012-13 Budget**

**PROPOSAL FORM**

**NAME OF BUILDING:** Probstfield Center for Education - Early Learning Center

**TOPIC OF PROPOSAL:** Additional Jump Start Early Childhood programs

**SUBMITTED BY:** Robin Grooters, Lauri Winterfeldt, Jill Skarvold, Wayne Kazmierczak

**DATE:** March 23, 2012

**DATE TO BE IMPLEMENTED:** September 1, 2012

**PERSON RESPONSIBLE TO**

**RECOMMEND TO SUPERINTENDENT:** Wayne A. Kazmierczak, Assistant Superintendent

**RECOMMENDATION (by person responsible):**

Approve   X   Disapprove:            Hold:            Date:           

**District Mission Statement:** *To develop the maximum potential of every learner to thrive in a changing world.*

**Complete a description of your program proposal. All six (6) areas must be addressed and support the proposal. The proposal should be as comprehensive as possible and must support the district philosophy.**

**1. Describe the proposal for funding:**

Funding for this proposal would come from parent fees, realignment of current School Readiness preschool dollars, School Readiness and ECFE funds as well as Special Education funds in order to support integrated programming focused on improving young children's readiness for kindergarten.

**2. Explain in detail the rationale or purpose of the proposal. (Please relate, if possible, the rationale to the previously identified high priority needs):**

As indicated in a publication from the Council of Chief State School Officers, *A Quiet Crisis: The Urgent Need to Build Early Childhood Systems and Quality Programs for Children Birth to Age Five*, there is an early learning opportunity gap that exists nationally. Moorhead is no exception to this finding. Further, research tells us that we yield the strongest return when we focus on the years from birth to age five and have a very strong link to quality K-3 education.

The report also notes that “building systemic linkages between early childhood and kindergarten to grade three means working to align standards, assessments, curricula, data, professional development, accountability, family engagement and comprehensive services.” Because of these facts, along with the state’s pre-K through grade three initiatives, we recognize the need to serve as many of our students prior to kindergarten entry as possible. We want to use integrated sites that can serve students of all ability levels to provide the social interaction, school skills and cognitive support required. Because of our close alignment within the K-12 school system, we have the greatest opportunity to ensure student success, especially for the students most at risk.

Yet, there are a number of students who are at risk of starting kindergarten below an expected level in language and numerical understanding, resulting in an achievement gap the first day of school. Research compiled by the National Institute of Early Education Research shows that before kindergarten, approximately 60% of low-income children do not know the alphabet and almost 94% of low-income children don’t understand the numerical sequence. In Moorhead, only 54% of kindergarten students were at grade level expected in the fall of this year. This means that nearly half required some type of intervention. Alarming, before school even begins, a number of students need significant assistance to meet the standards of kindergarten curriculum. Quality early childhood programming is critical. “Once we improve the quality as it relates to school readiness, this will be one of the very best investments Minnesota taxpayers can make” (Rolnick, March 2011). Art Rolnick, researcher at the University of Minnesota’s Humphrey Institute, and colleague Rob Groenwald through research and reviewing historical studies, have concluded that every \$1 invested in high-quality, early education programs can yield up to \$16 through improving the outcomes for children who then become better performing taxpayers.

During the past decade, there are preschool programs that exist across the country that have produced dramatic results. A longitudinal study by the National Institute for Early Education Research, as well as a 2000 National Research Council & Institute Medicine publication, detail the strong evidence that preschool education programs produce long term improvements in school success. The lasting effects of preschool programs are noted in improved cognitive abilities and school progress (as defined by not repeating grade, not being placed in special education, and graduating from high school). Importantly, preschool programs focused on directly educating the child had greater effect than multi-purpose programs that delivered a mix of services to children and families.

As previously noted, more than half of the students entering kindergarten in Moorhead have started school below the fall benchmark level and need intervention in order to start closing the gap. As a result of this finding, the Jump Start program was piloted in the winter of 2011 and focused on the aspects identified for quality pre-K programs. Jump Start is an integrated preschool program that includes students without disabilities as well as those with disabilities. As a result of the strong improvements of students, the Early Childhood Committee has proposed expanding the Jump Start programs along with other preschool offerings through Community Education. This proposal extends Jump Start programming to provide school readiness programs as well as other practices in a full range of preschool offerings.

Young children in the Jump Start program have been progress monitored using MyIGDIs (My Individual Growth and Development Indicators) to ascertain the impact of the program.

MyIGDIs is a research-based language and literacy measure for preschool children supported by evidence of over a decade of research at the University of Minnesota. IGIDs are used for universal screening, progress monitoring, program and intervention evaluations, differentiating instruction, developing data-driven instructional decisions, identifying developmental delays, clarifying IEP goals and providing educators with performance snapshots. The Moorhead Jump Start preschool has had significant results in improving the outcomes for our youngest learners.

Attached are charts of representative students indicating progress throughout the year. (The target for the end of the year is marked with \* at the right side of each chart.) These charts indicate the progress students are making in the pilot Jump Start classroom. At the bottom of each chart is an indication of the child's age, if he/she is receiving special education through Early Intervention Services (EIS) and the grade for next year. As evidenced by the data points on the charts, student progress for most of the students represented is improving since the beginning of the year. New data points will be completed by Friday, May 11, 2012 and will be discussed at the board meeting. It is critical that we provide opportunities for students to improve their skills so that they are ready for kindergarten. The importance of progress monitoring being done in Jump Start is clear when reviewing the graphs of the last two attachments in the packet that indicate progress falling below the target level. By using this progress monitoring data, the Jump Start and EIS staff are targeting specific interventions in order to raise the students' performance levels and, if performance doesn't improve with one intervention, the teaching team adjusts instruction to address student needs. It is incumbent upon us to provide a variety of preschool opportunities that prepare young children to be ready for kindergarten at a much higher level than the 54% of current kindergarteners.

The Jump Start preschools will serve three roles:

- a. For students who are typically developing, Jump Start will provide a high-quality preschool environment that will enhance their success in future academic environments. This is critical for aligning with the Read Well by Grade 3 initiative.
- b. For students at risk who are unable to be enrolled in Head Start (those on the Head Start waiting list), Jump Start will provide a preschool setting for children that will enable them to enrich their vocabulary, extend their learning, model constructive and socially appropriate behaviors, and support partnerships with parents. As indicated above, the long-term effects are very positive.
- c. For students with disabilities, it will provide a preschool setting with students who are non-disabled. Special education regulations require that students be educated as much as possible with non-disabled peers. The Jump Start program will enable 56 to 72 students to be served in a setting housed at PCE, therefore reducing the time needed for travel to many sites around the community.
- d. Effective and efficient use of staff time and resources as well as providing a quality experience with non-disabled peers will benefit children, families, and staff.

The Jump Start program will use High Scope curriculum and IGDI progress monitoring consistent with other early childhood programs including EIS and Head Start. This allows us to connect directly with the district's elementary schools when we share information between programs.

During the recent referendum, one of the tenants proposed and discussed was the commitment of the district to provide additional and expanded opportunities for early childhood programming. The expanded preschool programming is one of the opportunities that will enable the district to meet that commitment.

**3. State the negative implications if the proposal is not approved.**

- \* Lack of educational options for preschool children who are at risk of not being prepared for kindergarten;
- \* At-risk children entering kindergarten below the level needed to be successful in kindergarten curriculum;
- \* Having to wait to intervene with students who are at risk for learning difficulties;
- \* Reduced school success and eventually higher drop out rate of students who enter school below the level of typical peers;
- \* Fewer opportunities for all preschool students to develop the skills necessary to be successful participants in school experiences.

**4. List alternative actions if this proposal is not approved. It is assumed that any alternative listed is less desirable than the proposal.**

- \* Continue with preschool experiences that only serve students 5-7.5 hours per week in our traditional school readiness preschools.
- \* Look for other avenues to align the pre-K through grade three programs to ensure that students can read by third grade;
- \* Continue to serve preschool age students with disabilities as we are doing now (separate, multiple sites).

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

**PROPOSAL BUDGET**

<b>PERSONNEL</b>	<b>Number Requested</b>	<b>Estimated Cost</b>	<b>Reimbursement</b>	<b>Net Cost</b>
<b>Teachers:</b>	4	\$112,000		\$112,000 *
<b>Benefits:</b>		\$16,800		\$16,800*

**Clerical:** Already existing for Community Education and Jump Start

Reallocation of exiting preschool funds will be used toward the redesign of preschool programs following a Jump Start model created one year ago using School Readiness, Community Education preschool programming fee revenue, Special Education, and Title I Preschool funds.

**Paraprofessionals:** Reassigned from other existing early childhood programs.



Other Costs	Estimated Cost	Reimbursement	Net Cost
Supplies:			4,000*
Capital Outlay:	Tables, rugs, children's chairs, large motor, computers		10,000*
Other Expenses:	Staff development		2,000*

\* These expenses are covered in the funds referenced earlier

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<b>TOTAL COSTS</b>	<b>\$144,800</b>
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Revenues and reassigned dollars	\$144,800
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Community Education preschool fees: \$22,340

School Readiness: \$59,660

Title I Preschool: \$28,000

Special Education Preschool: \$28,000

Community Education: \$6,000; if additional funding is necessary, first source would be from Community Education.

#### Net Cost

#### 6. Comments on budgetary items:

- a. **Equipment, remodeling, site improvement, etc:** We may need to adapt classrooms to be preschool appropriate. This will include bathrooms, sinks and counters at preschool level. This will be considered over several years, prioritizing one or two classrooms each year.
- b. **Review by Business Office before Superintendent's approval:**
- c. **Space implications (short/long range):**  
If Adult Basic Education is moved to a location more appropriate for the learners they serve, the existing early childhood spaces can be reconfigured to provide a preschool setting with all four of the Jump Start classrooms on the north side of the building.
- d. **Equity implications:** Additional programming will allow the district to serve more students from all demographic groups. Jump Start will provide opportunities to serve students at risk for learning difficulties enabling students of color, of poverty, and with disabilities to have targeted interventions to "Jump Start" their learning and be at a similar level as their typical peers by the time they are ready for kindergarten.
- e. **Technology implications:** Technology needs will be addressed as needed. For example, classrooms will need to be equipped appropriately as Early Learning programs continue to evolve. The teachers will need computers, workstations, and phones.
- f. **Suggested timelines for implementations:**

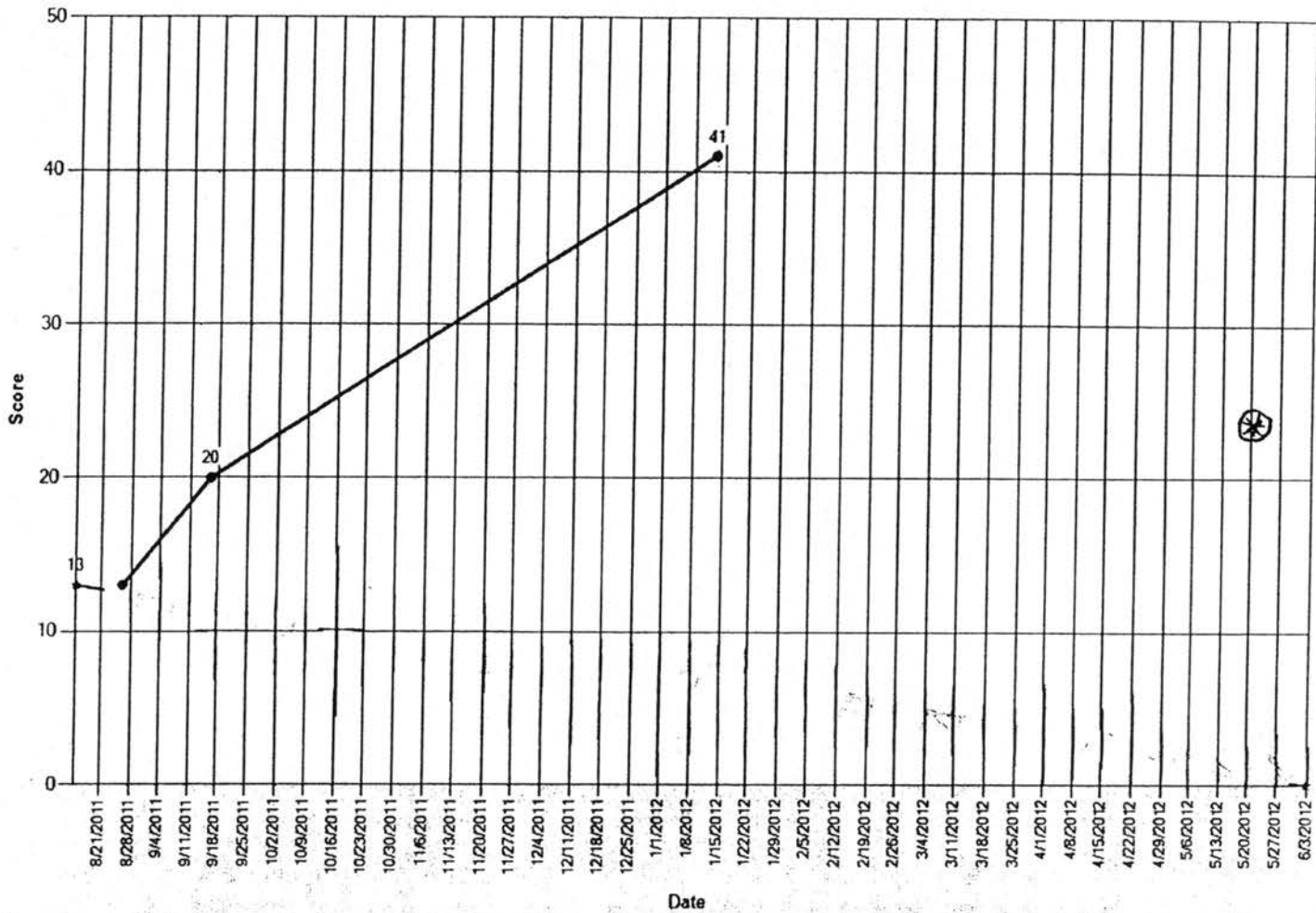
Submit for Board review at May 14, 2012 Board Meeting  
Advertise for Jump Start positions in mid-May  
Interview for Jump Start teachers in May  
Begin Jump Start classrooms in September

- g. Who has been involved in this decision?** Wayne Kazmierczak, Jill Skarvold, Lauri Winterfelt, and Robin Grooters

- h. Other comments:**



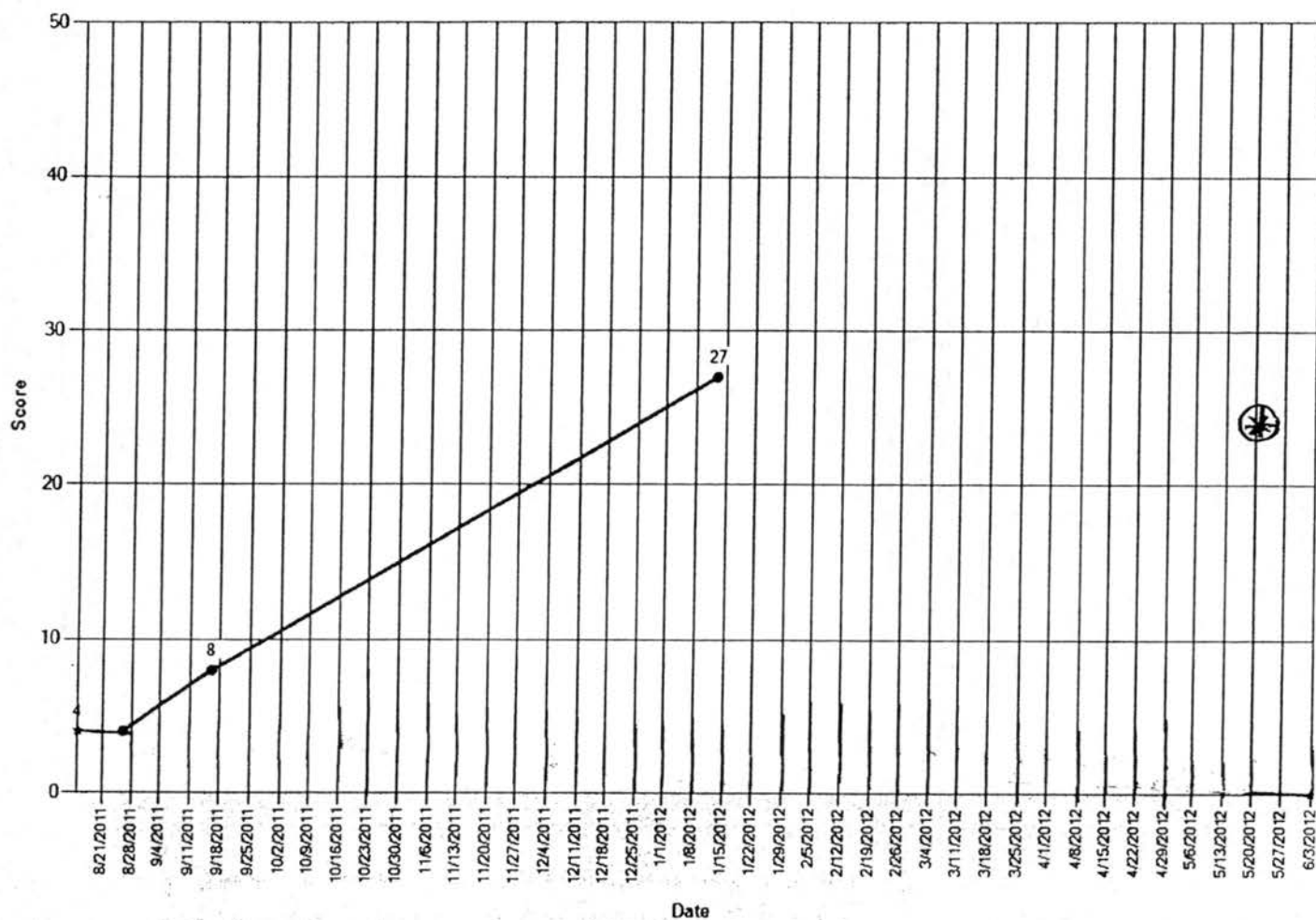
Picture Naming



4, EIS → K

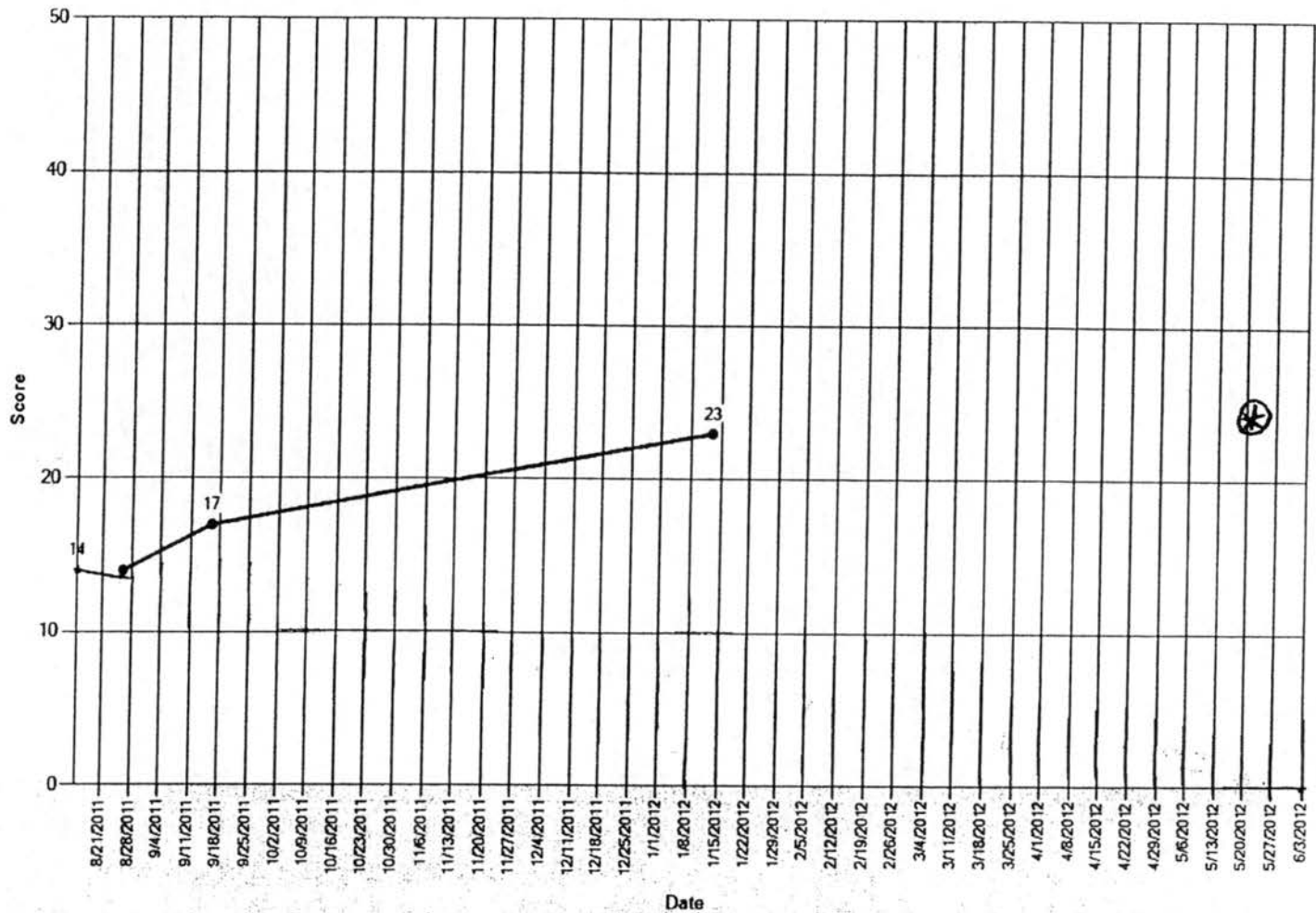
69

Picture Naming



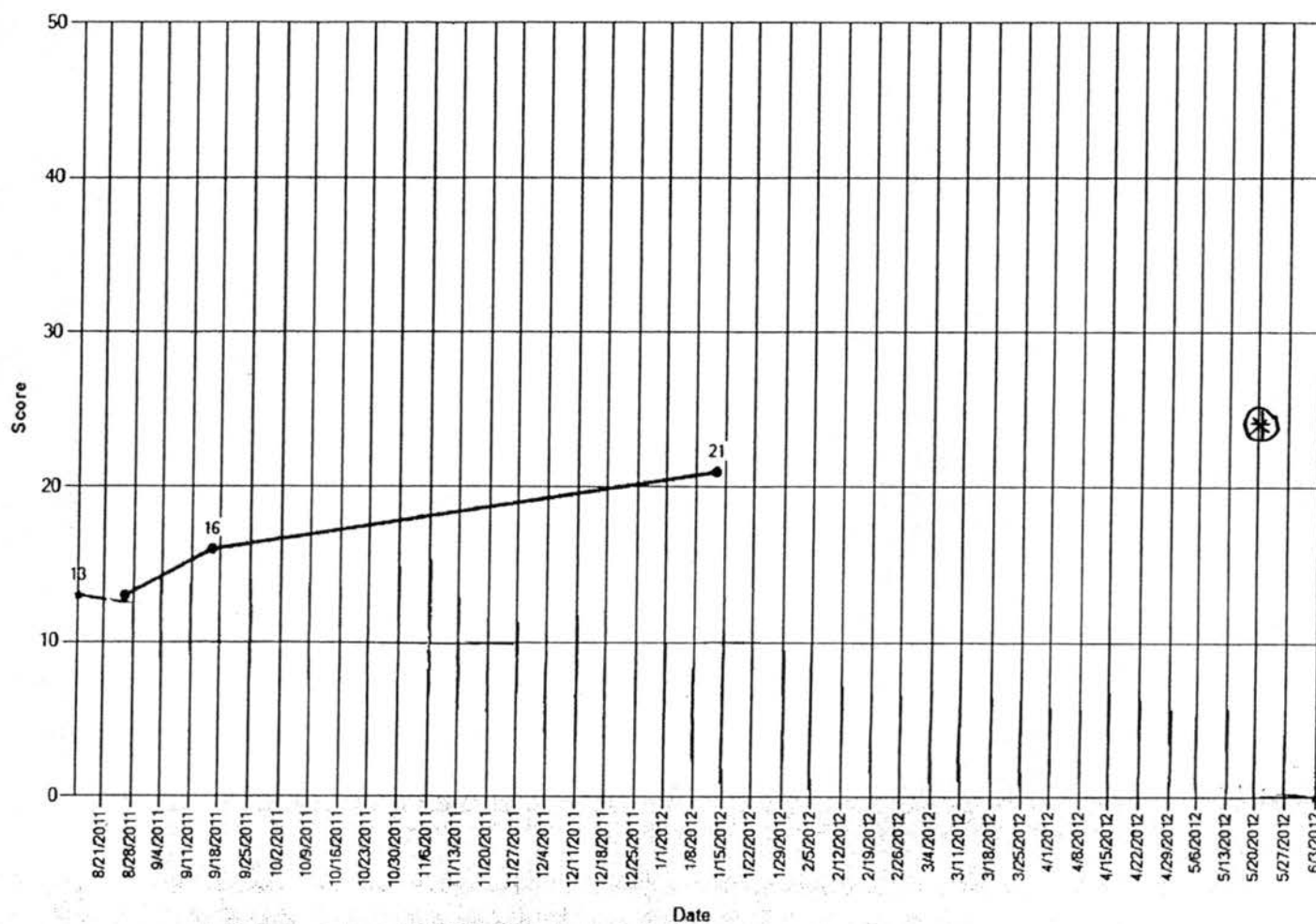
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Picture Naming



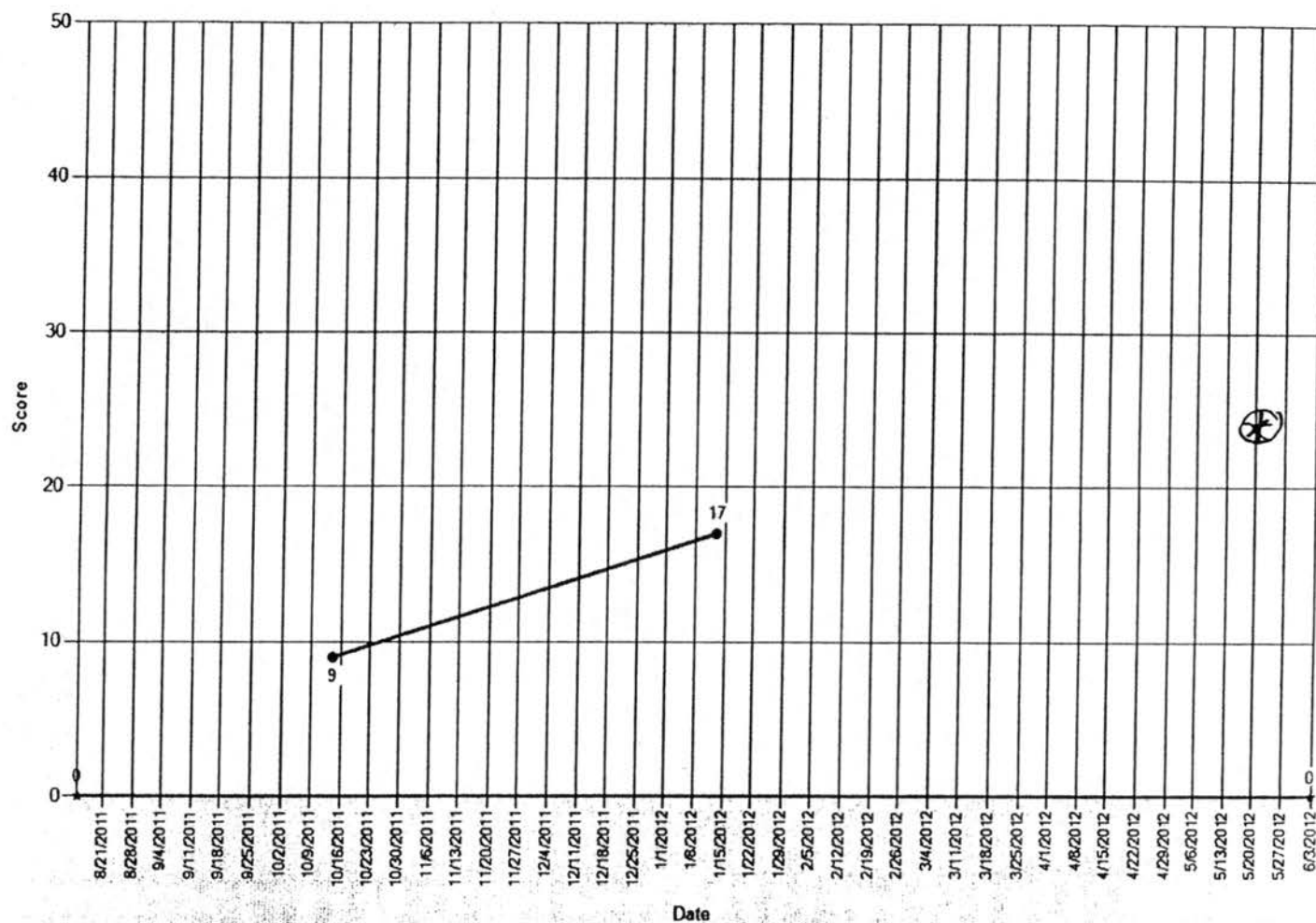
4, EIS → K

## Picture Naming



S, EIS → K

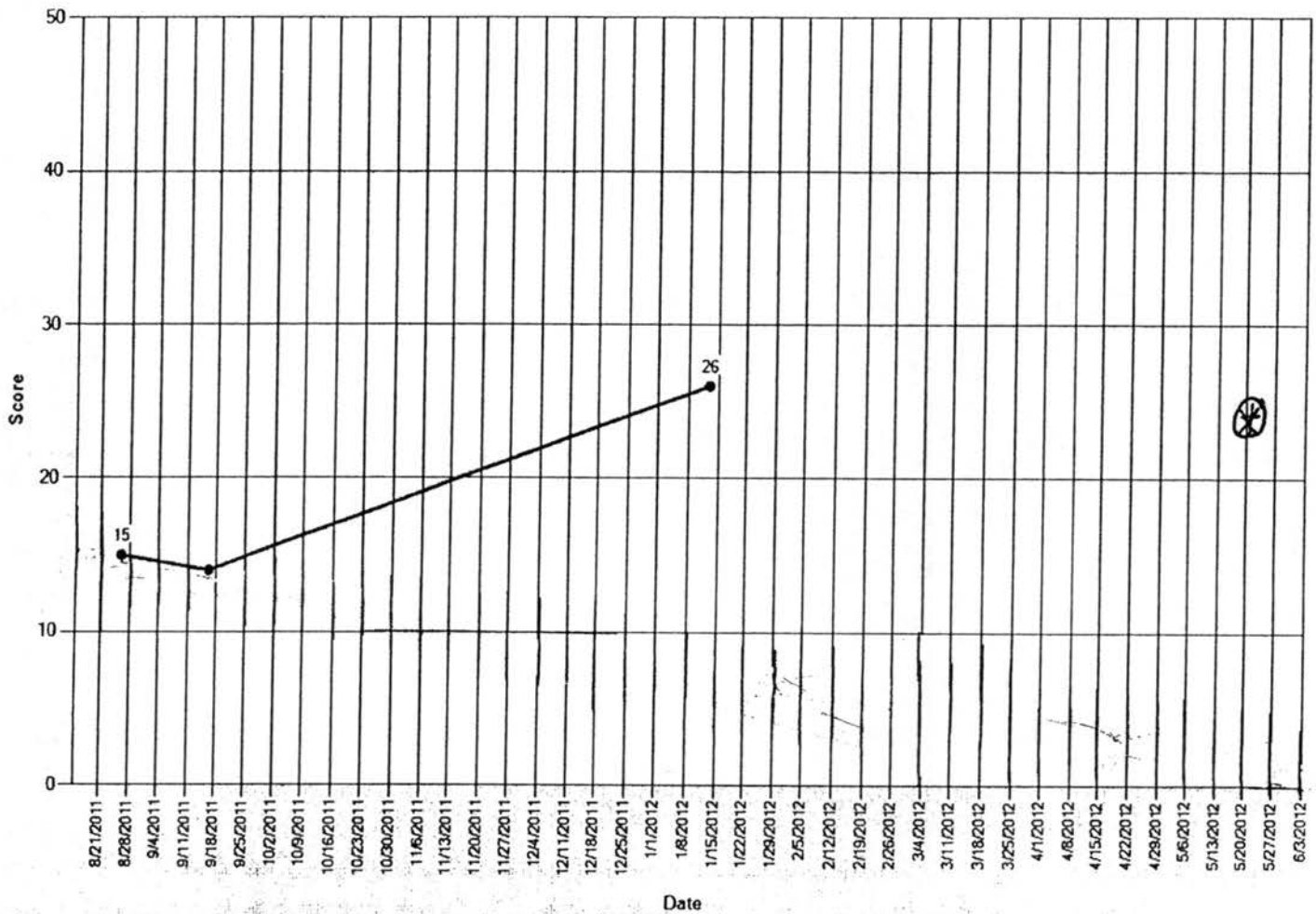
Picture Naming



3, Typical → Pre K

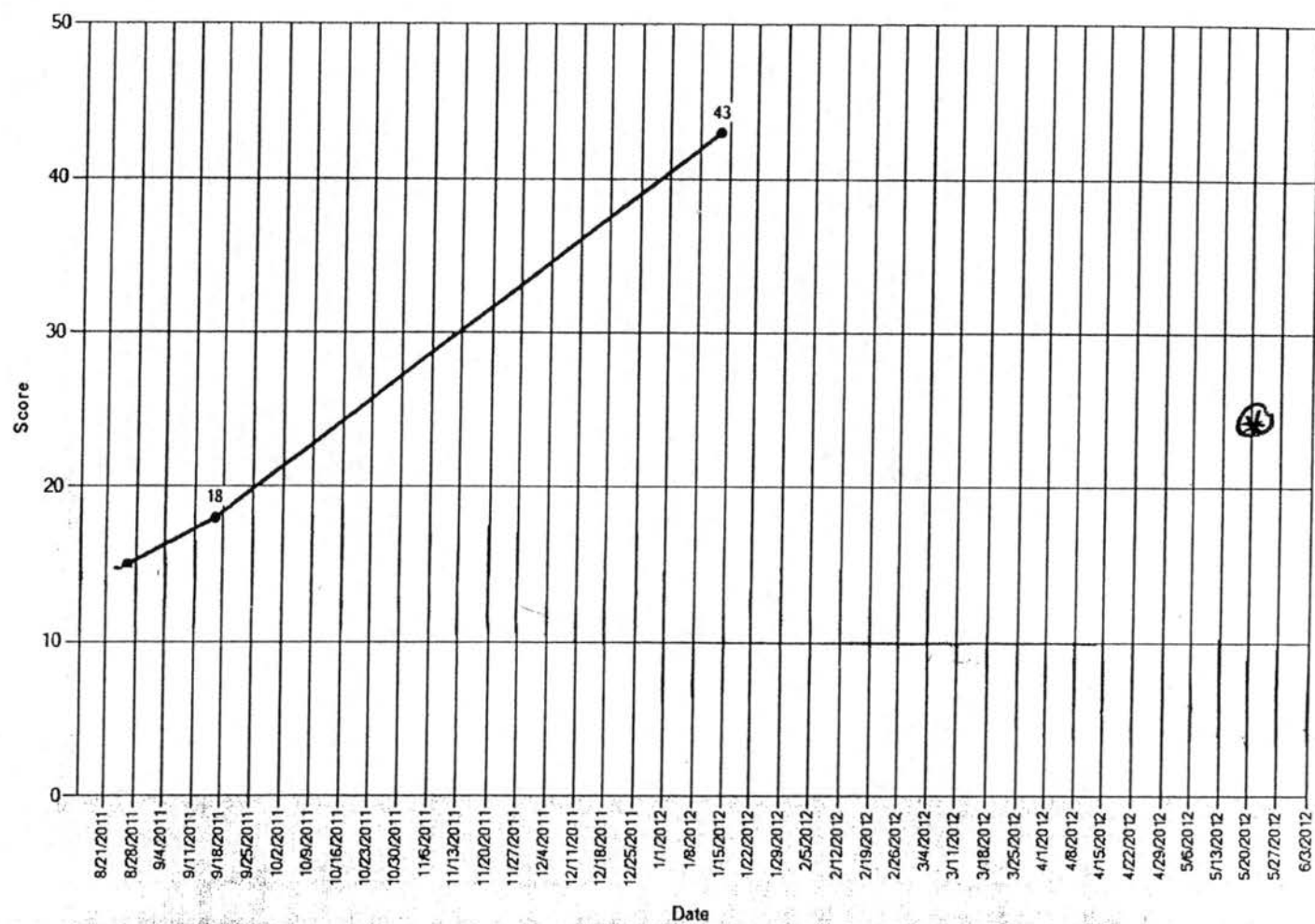
73

## Picture Naming



4, Typical → K

## Picture Naming

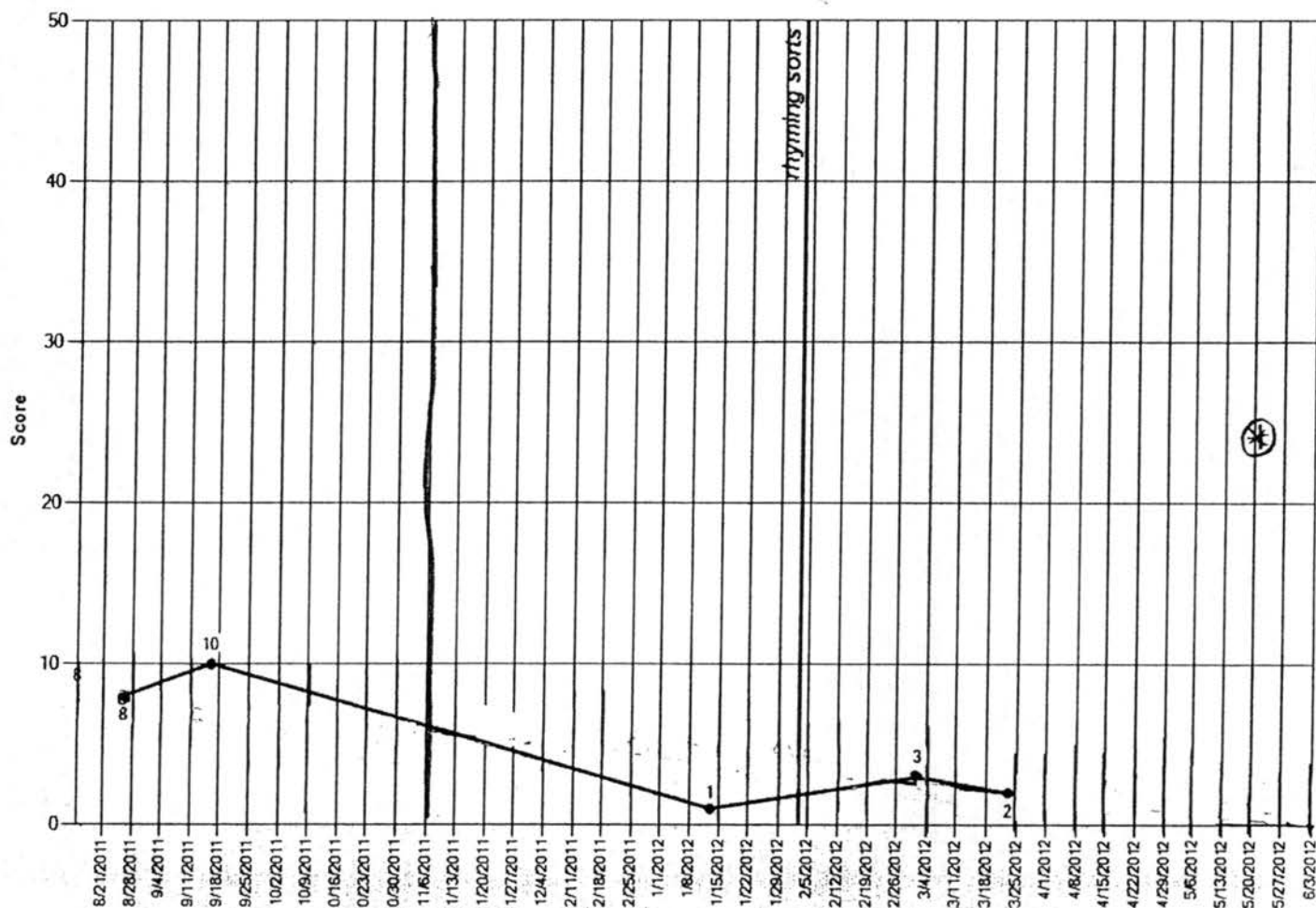


4, Typical → K

75

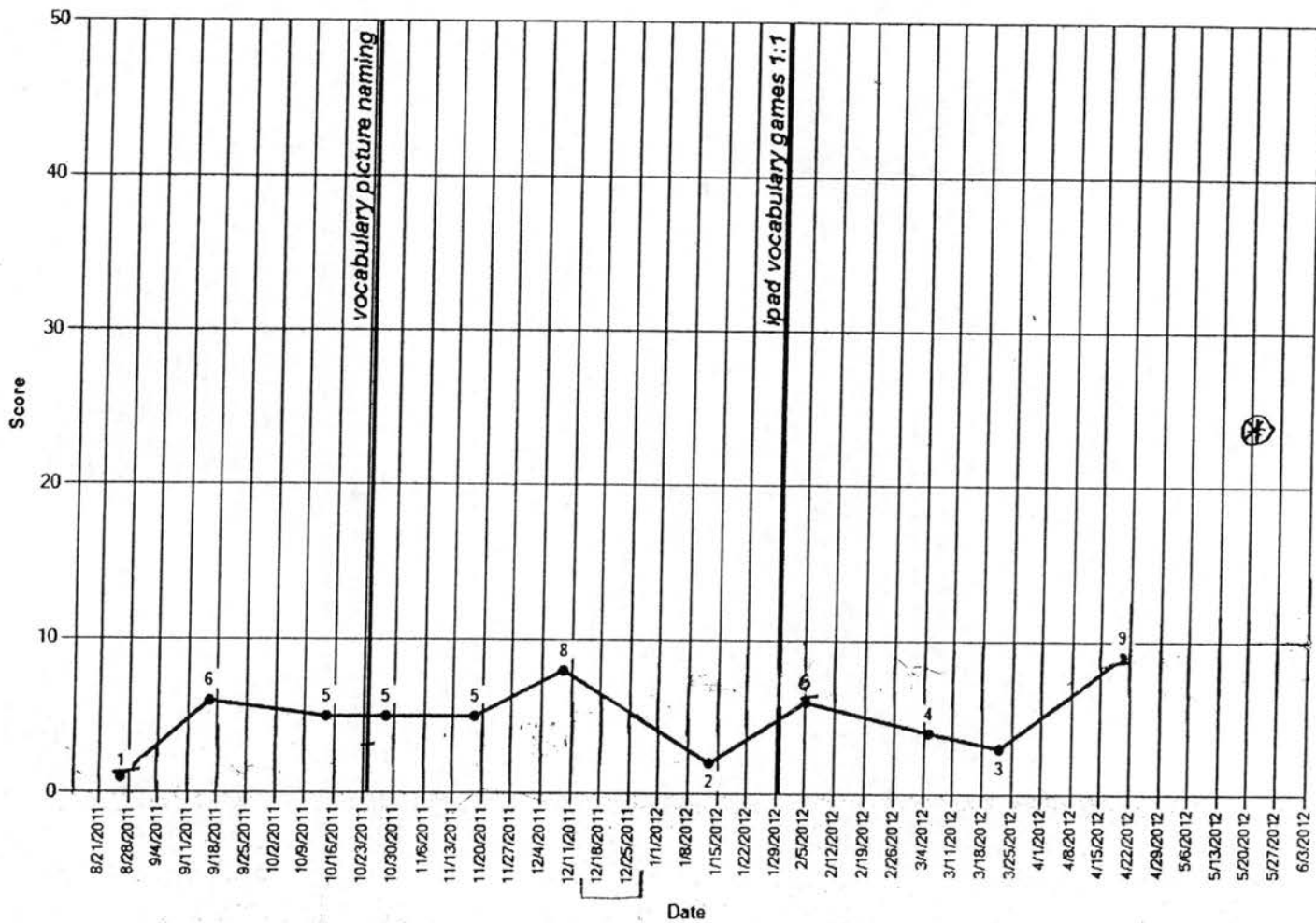


Rhyming



4, Typical → K

## Picture Naming



4, EIS → K



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.094R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: May 8, 2012

SUBJECT: Approval of Policy

Attached please find the policy, School District System Accountability 650, for your review.

Suggested Resolution: Move to approve the policy, School District System Accountability 650, as presented.

LAK:mde  
Attachment

## **School District System Accountability**

**Type:** School Board Policy  
**Section:** 600 EDUCATION PROGRAMS  
**Code:** 650  
**Adopted Date:** 8/26/2002  
**Revised Date(s):** 05/11/2009, 06/14/2010, 06/13/2011  
**Reviewed Date(s):** 11/10/2003, 06/13/2005, 06/11/2007, 05/12/2008,  
05/11/2009, 06/14/2010, 06/13/2011

**Attached Files:**

No Documents Found.

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### **I. PURPOSE**

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding implementation of the Minnesota Academic Standards and the No Child Left Behind Act.

### **II. GENERAL STATEMENT**

Implementation of the Minnesota Academic Standards and No Child Left Behind Act will require a new level of accountability for the Moorhead Area Public Schools. The school district will establish a system to review and improve instruction, curriculum and assessment which will include substantial input by students, parents/guardians and local community members. The school district is accountable to the public and the state through annual reporting.

### **III. DEFINITIONS**

A. "Course credit" is equivalent to a student successfully completing an academic year of study or a student mastering the applicable subject matter as determined by the school district.

B. "Graduation Standards" means the course credit requirements and Minnesota Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.

### **IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING**

#### **A. School District Goals**

1. The Moorhead School Board has established school district-wide goals which provide broad

direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and the No Child Left Behind Act. The broad goals shall be reviewed annually and approved by the School Board. The School Board shall adopt annual goals based on the recommendations of the Instruction and Curriculum Advisory Committee (ICAC).

2. The improvement goals should address recommendations identified through the advisory committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may be developed through an evaluation of student progress and a locally determined process.

#### B. System for Reviewing All Instruction and Curriculum

Incorporated in the process is the analysis of the school district's progress toward implementation of the Minnesota Academic Standards (Administrative Procedure 601.1).

#### C. Implementation of Graduation Requirements

1. The Instruction and Curriculum Advisory Committee shall advise the School Board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of this committee shall be published annually to the community.

2. The School Board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the School Board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Instruction and Curriculum Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Instruction and Curriculum Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (the Commissioner) in developing a plan which must include parental involvement components.

3. The educational assessment system component utilized by the School Board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The School Board will utilize models developed by the Commissioner for measuring individual student progress. The School Board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

#### D. Advisory Committee for Comprehensive Continuous Improvement of Student Achievement

1. By October of each year, the ICAC will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous

improvement process.

2. The ICAC, working in cooperation with other committees of the school district (Technology, Grade Level, Curriculum and Assessment Committees, etc.) will provide active community participation in:

- a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Academic Standards;
- b. Identifying annual instruction and curriculum improvement goals for recommendation to the School Board;
- c. Making recommendations regarding the evaluation process that is used to measure school district progress toward its goals;
- d. Making recommendations regarding the development of the "Annual Report on Curriculum, Instruction and Student Achievement."

3. The ICAC shall meet the following criteria:

- a. The advisory committee shall ensure active community participation in all planning for instruction and curriculum affecting graduation standards.
- b. The advisory committee shall make recommendations to the School Board on school district-wide standards, assessments and program evaluation.
- c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
- d. A local process shall be used for developing a plan for assessment of student progress toward the academic standards as well as program evaluation data for use by the advisory committee in the instruction and curriculum review process. This plan shall annually be approved by the School Board.

4. The advisory committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community. Included in its membership should be:

- a. Director of School Improvement and Accountability
- b. Building administrator
- c. School Board member, representative and alternate



- d. Two high school student representatives
- e. Elementary teacher, secondary teacher, special education teacher, and teacher representing gifted and talented
- f. Two parents/guardians from each school
- g. Two representatives of senior citizens
- h. Two representatives of higher education
- i. Representatives reflecting the diversity of the community
- j. One clergy representative

5. The advisory committee shall meet the following timeline each year:

September: Organizational meeting of the committee to review the authorizing legislation and the roles and responsibilities of the committee as determined by the School Board. Provide direction to and review "Annual Report on Curriculum, Instruction and Student Achievement."

October: Become familiar with the instruction and curriculum of the cycle content area.

September, May: Review evaluation results and prepare recommendations.

December: Present recommendations to the School Board for its input and approval.

#### D. Evaluation of Student Progress Committee

A committee of licensed professional staff shall develop a plan for assessment of student progress toward the Minnesota Academic Standards, as well as program evaluation data for use by the advisory committee in the instruction and curriculum review process. This plan shall annually be approved by the School Board.

#### E. Educational Planning and Assessment System

The school district may elect to participate in a program to provide a longitudinal, systematic approach to student educational and career planning, assessment, instructional support, and evaluation.

F. Reporting An "Annual Report on Curriculum, Instruction and Student Achievement" shall be approved by the School Board by October 1 of each year. The reports shall be published in the newspaper with the largest circulation in the district, by mail or by electronic means such as the school district website. If electronic means are used, the school district must publish notice of the report in a periodical of general circulation in the district. The school district must make copies of the report available to the public on request. The public report shall



include, but not be limited to, the following:

1. Student achievement goals for meeting the state academic standards;
2. Result of local assessment data, including all data required by Minn. Rule, Part 3501.0160;
3. School district improvement plans including staff development goals;
4. Progress on previous improvement plans;
5. Amount and type of revenue attributed to each educational site as defined in Minn. Stat. 123B.04;
6. Names of advisory committee members, dates their terms expire, method of selection and application dates;
7. Periodic reports on constituencies' satisfaction with schools;
8. ~~Biennial evaluations~~ Annual assessment of the school district testing program according to the following:
  - a. written objectives of the assessment program;
  - b. names of tests and grade levels tested;
  - c. use of test results; and
  - d. student achievement results compared to previous years.

Legal References:

Minn. Stat. 120B.02 (Educational Expectations for Minnesota's Students)  
Minn. Stat. 120B.11 (School District Process)  
Minn. Stat. 120B.35 (Student Achievement Levels)  
Minn. Stat. 123B.04 (Site Decision Making Agreement)  
Minn. Rule Parts 3501.0010-3501.0180 (Graduation Standards - Mathematics and Reading)  
Minn. Rules Part 3501-0160 (District Reporting Requirements)  
Minn. Rule Parts 3501.0200-3501.0290 (Graduation Standards - Written Composition)  
Minn. Rules Part 3501.0160 (District Reporting Requirements)  
Minn. Rules Part 3501.0505-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501/1000-35.01.1190 (Graduation-Required Assessment for Diploma)  
20 U.S.C. 6301, *et seq.* (No Child Left Behind Act)

Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 616 (School District System Accountability)

Moorhead School Board Policy 104: Mission Statement

Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee

Moorhead School Board Policy 601: Curriculum and Instruction Goals of Moorhead Area

Public Schools

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

Moorhead School Board Policy 652: Staff Development for Minnesota Academic Standards and the No Child Left Behind Act

Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards

Moorhead School Board Policy 656: Testing Accommodations, Modifications, and Exemptions for IEPS, Section 504 Plans and LEP Students

Moorhead School Board Policy 660: Moorhead Area Public Schools State Mandated Testing Plan and Procedure



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.095R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: May 8, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Recording or Audio/Videotaping a Parent-Teacher Conference 444, for your review.

Suggested Resolution: Move to approve the policy, Recording or Audio/Videotaping a Parent-Teacher Conference 444, as presented.

LAK:mde  
Attachment

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

Type:	School Board Policy
Section:	400 EMPLOYEES/PERSONNEL
Code:	444
Adopted Date:	4/26/1994
Revised Date(s):	02/11/2008
Reviewed Date(s):	02/08/1999, 02/09/2004, 02/11/2008
Attached Files:	<u>No Documents Found.</u>

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### I. PURPOSE

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

### II. GENERAL STATEMENT

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

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

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

Cross Reference:

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



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.096R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: May 8, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse 534, for your review.

Suggested Resolution: Move to approve the policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse 534, as presented.

LAK:mde  
Attachment

## **Mandated Reporting of Child Neglect or Physical or Sexual Abuse**

**Type:** School Board Policy  
**Section:** 500 STUDENTS  
**Code:** 534  
**Adopted Date:** 5/27/1986  
**Revised Date(s):** 12/08/2008, 06/14/2010, 05/09/2011  
**Reviewed Date(s):** 12/01/1990, 02/11/1992, 04/13/1998, 06/10/2002, 04/12/2004, 06/13/2005, 06/12/2006, 04/09/2007, 02/11/2008, 12/08/2008, 06/14/2010, 05/09/2011

**Attached Files:**

No Documents Found.

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### **I. PURPOSE**

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

### **II. GENERAL STATEMENT**

A. It is the policy of the Moorhead Area Public Schools to fully comply with Minn. Stat. 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.

B. It is the policy of the Moorhead Area Public Schools to protect children whose health or welfare may be jeopardized through physical abuse, neglect or sexual abuse; and, to make the school community safe for children by promoting responsible child care in all settings.

C. It shall be a violation of this policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

### **III. DEFINITIONS**

A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:

1. is not likely to occur and could not have been prevented by exercise of due care; and
2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.

B. "Child" means one under age 18 and, for purposes of Minn. Stat. Ch. 260C [Child Protection], includes an individual under age 21 who is in foster care.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. "Mandated ~~R~~eporters" means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.

E. "Neglect" means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering other factors such as the child's age, mental ability, physical condition, length of absence, environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law which does not include a parent's/guardian's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, or medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance;
6. medical neglect as defined by Minn. Stat. 260C.007, Subd. 4, clause (5);
7. chronic and severe use of alcohol or a controlled substance by a parent/guardian or person responsible for the care of the child that adversely affects the child's basic needs and safety;
8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means



for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

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

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent/guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, building administrator, or school employee as allowed by Minn. Stat. 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minnesota Statute, 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. 121A.58.

GH. "School Personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement or child care services.

H. "Sexual Abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. 609.341, Subd. 15), or by a person in a position of authority (as defined in Minn. Stat. 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse.

I. "Mental Injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.

J. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

K. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to exposing a child to a person responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

#### IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.

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

C. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff or local welfare agency or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.

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

E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including but not limited to, tetrahydrocannabinol, or has consumed alcohol beverages during the pregnancy in any way that is habitual or excessive.

EF. The oral report shall be made to the Clay County Social Services or the proper city or county law enforcement agency.

Clay County Social Services  
715 11th Street N., Suite 502  
Moorhead, MN 56560 Phone: 299-5200  
(Ask for child protection intake worker)  
Office hours 8:00-4:30, Monday-Friday

Moorhead Police Department, Juvenile Division  
915 North 9th Avenue  
Moorhead, MN 56560 Phone: 299-5111  
24 hours a day, seven days a week

Clay County Sheriff's Department  
915 9th Ave. No.  
Moorhead, MN 56560 Phone: 299-5111  
(for families living outside Moorhead city limits)

Note: If it is believed that the child's immediate health or welfare is jeopardized, the proper law enforcement agency shall be called. They are the only community agents who have the authority to remove a child, short of a court order.

EG. Forms for reporting child abuse or neglect (Administrative Procedure 534.1) are located in each building administrator's office and on the district's Web site ([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)). A copy of the written report will be given to building or district administration by the reporter. A copy of the report of child abuse or neglect must be kept in a confidential file and shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction. Copies of abuse reports are not to be kept in a student's cumulative file.

GH. A person mandated by Minnesota law and this policy to report, who fails to report, may be subject to criminal penalties and/or discipline, up to and including termination of employment.

H. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school. It is not the responsibility of the reporter to investigate or prove that the child has been abused or neglected.

I. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

J. Immunity for liability: Any person, including those voluntarily making reports and those required to make reports, has immunity from any civil or criminal liabilities that otherwise might result from their actions if they are acting in good faith (Minn. Stat. 626.556, Subd. 4).

K. Retaliation prohibited: An employer of any person required to make reports under subdivision 3 shall not retaliate against the person for reporting in good faith abuse or neglect pursuant to this section, or against a child with respect to whom a report is made, because of the report (Minn. Stat. 626.556, Subd. 4a).

L. Failure to report: Any person mandated by this section to report suspected physical or sexual child abuse or neglect and fails to report shall be guilty of a misdemeanor. A mandated reporter who fails to report if the child's health is in serious danger, and if the child suffers substantial or great bodily harm because of the lack of medical care, is guilty of a gross misdemeanor. If the child dies because of the lack of medical care, the mandated reporter is guilty of a felony (Minn. Stat. 626.556, Subd. 6).

## V. INVESTIGATION

A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent(s)/guardian(s) or person responsible for the child's care. School officials may not disclose to the parent(s)/guardian(s) or legal custodian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of



the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.

C. Except when the alleged perpetrator is believed to be a school official or employee, the time and place, the manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of the Minnesota Department of Education, and, if involved, the local welfare or law enforcement agency.

E. The school district shall make every effort to reduce the disruption of the educational program of the child, other students or school staff when an interview is conducted on school premises.

F. Upon request by the Minnesota Department of Education, the school district shall provide all requested data that is relevant to a report of maltreatment and are in possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

## VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

A. When a local welfare or law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent(s)/guardians(s) or legal custodian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a

court of competent jurisdiction.

## VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the dates relating to the reporting and investigation of such harassment or violence may be applicable.

## VIII. DISSEMINATION OF POLICY AND TRAINING

A. ~~Staff Inservice~~—Each building administrator or designee will review the policy and procedures with staff yearly.

B. ~~Community Awareness~~—The policy will be distributed to school personnel in the following ways: 1) Policy provisions II. A., B. and C. will be published in the back to school newsletter each fall; and, 2) A copy of provisions II. A., B. and C. will be posted in each school building and included in each school handbook or in a newsletter and in the employee handbook. The policy is also accessible on the district's website ([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)).

C. This policy shall be reviewed at least yearly by the Moorhead School Board for compliance with state law.

### Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. 121A.58 (Corporal Punishment)  
Minn. Stat. 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. 121A.67 (Aversive and Deprivation Procedures)  
Minn. Stat. 245.825 (Use of Aversive and Deprivation Procedures)  
Minn. Stat. 260C.007, Subd. 4, Clause (5) (Child in Need of Protection)  
Minn. Stat. 609.02, Subd. 6 (Definitions - Dangerous Weapon)  
Minn. Stat. 609.341, Subd. 10 (Definitions - Position of Authority)  
Minn. Stat. 609.341, Subd. 15 (Definitions - Significant Relationships)  
Minn. Stat. 609.379 (Reasonable Force)  
Minn. Stat. 626.556 *et seq.* (Reporting of Maltreatment of Minors)  
Minn. Stat. 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)  
20 U.S.C. 1232g (Family Educational Rights and Privacy Act)

### Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
Moorhead School Board Policy 504: Protection and Privacy of Student Records  
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults  
Moorhead School Board Policy 551: Student Discipline  
Moorhead School Board Policy 552: Corporal Punishment  
Moorhead School Board Policy 570: Prohibition of Harassment and Violence



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.097R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: May 8, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Maltreatment of Vulnerable Adults 535, for your review.

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

LAK:mdc  
Attachment



## **Maltreatment of Vulnerable Adults**

<b>Type:</b>	School Board Policy
<b>Section:</b>	500 STUDENTS
<b>Code:</b>	535
<b>Adopted Date:</b>	8/26/2002
<b>Revised Date(s):</b>	12/08/2008, 06/14/2010, 05/09/2011
<b>Reviewed Date(s):</b>	04/12/2004, 05/09/2005, 12/12/2005, 04/09/2007, 05/12/2008, 12/08/2008, 06/14/2010, 05/09/2011
<b>Attached Files:</b>	<u>No Documents Found.</u>

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### **I. PURPOSE**

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

### **II. GENERAL STATEMENT**

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

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

### **III. DEFINITIONS**

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

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

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

mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. 626.5572, Subd. 17.

D. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. 626.5572, Subd. 2.

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

F. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; who receives services at or from a licensed facility which serves adults, as set forth in Minn. Stat. 626.5572, Subd. 21(a)(2); (3) who receives services at or from a licensed home care provider or home care provider service; or who (4) regardless of residence or type of service received, is unable to possess a physical or mental infirmity or other physical or mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the

dysfunction or infirmity and need for care or services, has an impaired ability to ~~or~~ protect the ~~person~~ individual's self from maltreatment ~~without assistance because of mental or physical function or emotional status.~~

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

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

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

#### IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the Clay County Social Services.

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

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

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

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

F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by

the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

## V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

## VI. DISSEMINATION OF POLICY AND TRAINING

A. Each building administrator or designee will review the policy and procedures with staff yearly.

B. The policy is accessible on the district's website ([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)).

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

### Legal References:

Minn. Stat. 13.02 (Collection, Security and Dissemination of Records; Definitions)

Minn. Stat. 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)

Minn. Stat. 609.221-609.224 (Assault)

Minn. Stat. 609.234 (Crimes Against the Person)

Minn. Stat. 609.235 (Use of Drugs to Injure or Facilitate Crime)

Minn. Stat. 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)

Minn. Stat. 609.341 (Definitions)

Minn. Stat. 609.342-609.3451 (Criminal Sexual Conduct)

Minn. Stat. 626.557 (Reporting of Maltreatment of Vulnerable Adults)

Minn. Stat. 626.5572 (Definitions)

*In re Kleven*, 736 N.W.2d 707 (Minn. App. 2007)

### Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity

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

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

Moorhead School Board Policy 603: Special Education Policies and Procedures

Moorhead School Board Policy 502: Student Disability Nondiscrimination



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.098R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: May 8, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Special Education Policies and Procedures 603, for your review.

Suggested Resolution: Move to approve the policy, Special Education Policies and Procedures 603, as presented.

LAK mde  
Attachment



## Special Education Policies and Procedures

Type:	School Board Policy
Section:	600 EDUCATION PROGRAMS
Code:	603
Adopted Date:	1/11/1994
Revised Date(s):	11/26/2007
Reviewed Date(s):	01/11/1994, 12/08/1997, 06/09/2003, 11/26/2007
Attached Files:	<u>No Documents Found.</u>

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### PURPOSE

~~Moorhead Area Public Schools will adhere to the state and federal policies and procedures as outlined in the Total Special Education Systems (TSES) Policies and Procedures Manual, including future amendments thereof.~~

The purpose of this policy is to make clear the requirements of the Moorhead Area Public Schools to adhere to state and federal special education policies and procedures.

### GENERAL STATEMENT

~~The Minnesota TSES Policies and Procedures Manual is available on the Minnesota Department of Education Web site at [education.state.mn.us/MDE/accountability/programs-](http://education.state.mn.us/MDE/accountability/programs-603.1,603.2-and-603.3) (Refer to Administrative Procedures 603.1, 603.2 and 603.3.)~~ It is the policy of the Moorhead Area Public Schools to comply fully with state and federal special education policies and procedures as outlined in the Total Special Education System (TSES) Policies and Procedures Manual, including future amendments thereof.

### Legal References:

Minnesota Statute, 125A.01 and 125A.02 (Definition)

Minnesota Statute, 125A.01 and 125A.02 (Children with a Disability)

20 U.S.C. 1400 *et seq.* (IDEIA, Individuals with Disabilities Education Improvement Act of 2004)

### Cross Reference:

Moorhead School Board Policy 602: Special Education Programs



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.099R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: May 8, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Employee Responsible Use of Social Media 447, for your review.

Suggested Resolution: Move to approve the policy, Employee Responsible Use of Social Media 447, as presented.

LAK:mde  
Attachment



## Employee Responsible Use of Social Media

Type: School Board Policy  
Section: 400 EMPLOYEES/PERSONNEL  
Code: 447  
Adopted Date: 5/14/2012  
Revised Date(s):  
Reviewed Date(s):  
Attached Files: No Documents Found.

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### I. PURPOSE

The purpose of this policy is to ensure that employees are aware of and comply with the school district's expectations for personal and professional use of publicly available social media networks.

### II. GENERAL STATEMENT

Moorhead Area Public Schools recognizes the importance of online social media networks as a communication and e-learning tool. The school district acknowledges the value of teacher inquiry, investigation, and innovation using new technology tools to enhance the learning experience, and the district recognizes its obligation to teach and ensure responsible and safe use of these technologies. Toward that end, the school district provides password-protected social media tools and district-approved technologies for e-learning and requires use of district provided tools for collaboration by employees.

The line between professional and personal relationships is blurred within the context of social media. When employees choose to join or engage with school district students, families or fellow employees in a social media context that exists outside those approved by the district, they are advised to maintain their professionalism as district employees. Employees are responsible for their behavior or activity on these networks. Employees must report inappropriate student behavior or activities including incidents governed by mandated reporting to their supervisor.

### III. DEFINITIONS

A. "Public social media networks" are defined to include: websites, Web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other social media generally available to the public or consumers and which do not fall within Moorhead Area Public Schools network (e.g., MySpace, Pinterest, Facebook, Twitter, LinkedIn, Flickr, YouTube, blog sites, etc.).

B. "District approved password-protected social media tools" are those that fall within

Moorhead Area Public Schools network or which the school district has approved for educational use. The district has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.

#### IV. REQUIREMENTS

Employees are expected to serve as positive ambassadors for our schools and to act as role models to students in this community. Participants of social media networks may view the employee as a representative of the schools and the district. Moorhead Area Public Schools requires employees to observe the following rules when referring to the school district, its schools, students, programs, activities, employees, volunteers and communities on any social media networks. Administrative Procedures 447.1 contains additional guidelines:

A. The school district takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of these media for personal use during district time and/or on district equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws, school district policies and procedures, and guidelines set forth in the employee handbook.

B. Public social media networks, outside of those sponsored by the school district, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Superintendent or designee and parental consent for student participation on public accessible social networks. The school district will maintain a list of acceptable social media network tools for instructional use on the Extranet. Moorhead Area Public Schools may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the public.

C. An employee's use of any social media network and an employee's postings, displays, or communications on any social media network must comply with all state and federal laws and any applicable district policies.

Employees must be respectful and professional in all communications by word, image or other means. Employees shall not use obscene or profane language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or may be construed as bullying.

Employees shall not use their district-provided email address when registering to use or when communicating on public social media networks that have not been approved by the district or are not being used for instructional purposes.

Employees must clearly communicate that any views expressed online are the employee's alone and do not necessarily reflect the views of the district. Employees may not act as a

spokesperson for the district or post comments as a representative of the district, except as authorized by the Superintendent or the Superintendent's designee.

When authorized as a spokesperson for Moorhead Area Public Schools, employees must disclose their employment relationship with the district.

Employees may not disclose on any social media network information that is confidential or proprietary to the district, its students, or employees or that is protected by data privacy laws.

Employees may not use or post the district logo (defined as the Accent on Excellence logo or the Moorhead capital block M) on any social media network without permission from the Superintendent or designee.

1. Employees may not post images on any social media network of co-workers without the co-workers' consent.

2. Employees may not post images of students on any social media network without written parental consent, except for images of students taken in the public arena, such as at sporting events or fine arts public performances.

3. Employees may not post any nonpublic images of the district premises and property, including floor plans.

D. Moorhead Area Public Schools recognizes that student groups or members of the public may create social media (sites) representing students or groups within the district. When employees, including coaches/advisors, choose to join or engage with these social networking groups, they do so as an employee of the district. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity on these networks. This includes acting to protect the safety of minors online. Employees shall annually disclose to the district the existence of and their participation in such networks.

E. Employees who participate in social media networks may include information about their work with the district on their personal profile. This may include:

1. Work information including school and/or district name, job title, and job duties.
2. Status updates regarding an employee's own job promotion.
3. Personal participation in district-sponsored events, including volunteer activities.

F. An employee who is responsible for a social media network posting that fails to comply with the rules and guidelines set forth in this policy may be subject to disciplinary action, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media network.

G. Anything posted on an employee's personal website or Web log or other Internet content for which the employee is responsible will be subject to all district policies, rules, regulations, and guidelines. The district is free to view and monitor an employee's website or Web log at any time without consent or previous approval. Where applicable, employees may be asked to disclose to the district the existence of and to provide the district with access to an employee's website or Web log or other personal social media network as part of an employment selection, promotion, or disciplinary process.

Legal References:

Minnesota Administrative Rule 8700.7500 (Code of Ethics for Minnesota Teachers)

15 U.S.C. 6501 *et seq.* (Children's Online Privacy Protection Act)

17 U.S.C. 101 *et seq.* (Copyrights)

47 U.S.C. 254 (Children's Internet Protection Act of 2000)

Minn. Stat. 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)

Cross References:

Minnetonka School Board Policy 470 (Employee Use of Social Media)

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

Moorhead School Board Policy 448: Electronic Communication Between Employees and Students

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

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

Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults

Moorhead School Board Policy 551: Student Discipline

Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Moorhead School Board Policy 601: Curriculum and Instruction Goals of Moorhead Area Public Schools

Moorhead School Board Policy 620: Selection of Textbooks and Instructional Materials

Moorhead School Board Policy 731: Electronic Network and Systems Responsible Use and Safety



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.100R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: May 8, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Electronic Communications Between Employees and Students 448, for your review.

Suggested Resolution: Move to approve the policy, Electronic Communications Between Employees and Students 448, as presented.

LAK:mde  
Attachment



## **Electronic Communications Between Employees and Students**

**Type:** School Board Policy  
**Section:** 400 EMPLOYEES/PERSONNEL  
**Code:** 448  
**Adopted Date:** 5/14/2012  
**Revised Date(s):**  
**Reviewed Date(s):**  
**Attached Files:** No Documents Found.

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### I. PURPOSE

The purpose of this policy is to set forth guidelines for appropriate electronic communications between employees and students.

### II. GENERAL STATEMENT

The Moorhead School Board requires that all communications between employees and students be appropriate and in accordance with state law. All electronic or any other communications by employees to students at any time are expected to be professional, acceptable in content to any reasonable person, and limited to information that is school-related or is acceptable to both student and parent.

All electronic communication, including electronic mail, SMS/MMS text message, and voice telephone by an employee at a school to a student enrolled at that school relative to the educational services provided to the student shall use a means provided by or otherwise made available by Moorhead Area Public Schools for this purpose. The School Board shall prohibit the use of all such systems to electronically communicate with a student for a purpose not related to such educational services, except communication with an immediate family member.

Any electronic communication made by an employee at a school to a student enrolled at that school or that is received by an employee at a school from a student enrolled at that school using a means other than one provided by or made available by the school district shall be reported by the employee in a manner deemed appropriate by the district. Records of any such reported communication shall be maintained by the district for a period of at least one (1) year.

### III. DEFINITIONS

A. "Electronic Communication" means any direct communication facilitated by voice or text-based telecommunication devices, or both, computers, as well as those devices that facilitate indirect communication using an intermediate method, including but not limited to Internet-based social networks. It shall also include transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature in whole or in part by wire, radio, electromagnetic,

photoelectric, or photo-optical system and pertains to both personal and district-issued devices.

B. "Electronic mail" and/or SMS/MMS text message is the transmission of information or communication by use of the Internet, computers, a facsimile machine, a pager, a cellular telephone, a video recorder, or any other electronic device or means sent to a person identified by a unique address or address number and received by that person.

C. Computers pertains to any and all electronic computing devices.

D. "Social networks" are locations on the Internet where users may interact with other users; examples are Facebook, Pinterest, MySpace, Twitter, YouTube, and any other social networks sites available on the Internet.

E. "Improper or inappropriate communications" is any communication between employee and student, regardless of who initiates the communication, that may be viewed as derogatory, sexual or lewd in content, threatening or harassing, discriminatory, simple fraternization, or suggestive in nature.

F. District-owned electronic device pertains to an computing device purchased with school district funds and provided for student and/or employee instructional use.

G. Personal-owned electronic device pertains to an electronic computing device not funded with school district funds that is used on school grounds or for educational purposes by the student or employee.

#### IV. INAPPROPRIATE COMMUNICATIONS

The School Board is aware that the reputations and careers of students and educators have been damaged due to inappropriate communications between parties. Therefore, it is the intent of the School Board to make all employees and students aware of the expectations and procedures of the school district and the School Board in regard to proper use of all telecommunication devices and computers if used to communicate with one another. The policy is not intended to limit the use of technology as an effective teaching and communication tool.

In addition to reporting communication to or from students not made through the means provided by the school district, employees must report to their supervisor at the first opportunity available, any student-initiated communication that may be construed as inappropriate.

Employees shall be required to comply with all policies, procedures, and practices established by the School Board regarding direct communications with a student, and any failure to do so may result in disciplinary action, up to and including termination of employment. Should an employee's failure to comply also violate state or federal law, the Superintendent or his/her designee shall report such violation to the proper authorities.



#### A. Violations

1. Any violation of this policy shall be immediately investigated by the employee's supervisor. The investigation shall include dates, the name of the person reporting the allegation, and the specific allegation made.
2. The supervisor shall meet with the employee to document his/her response to the allegation. The employee shall be required to cooperate fully with the investigation.
3. All information of the investigation shall be provided to the Superintendent and the Director of Human Resources by the supervisor.

Violations of this policy or any implementing regulations or procedures may result in discipline of the employee up to and including termination of employment

#### V. NOTIFICATION

All employees and students shall be notified of the school district policy related to electronic communication in employee and student handbooks and the website.

#### Legal References:

Minnesota Administrative Rule 8700.7500 (Code of Ethics for Minnesota Teachers)  
15 U.S.C. 6501 et seq. (Children's Online Privacy Protection Act)  
17 U.S.C. 101 et seq. (Copyrights)  
20 U.S.C. 6751 et seq. (Enhancing Education through Technology Act of 2001)  
47 U.S.C. 254 (Children's Internet Protection Act of 2000 (CIPA))  
47 C.F.R. 54.520 (FCC Rules Implementing CIPA)  
Minn. Stat. 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)  
Minn. Stat. 125B.15 (Internet Access for Students)  
Minn. Stat. 125B.26 (Telecommunications/Internet Access Equity Act)

#### Cross References:

East Baton Rouge Parish School Board Policy GAMIA (Electronic Communications Between Employees and Students)  
Moorhead School Board Policy 414: Employee Public and Private Personnel Data  
Moorhead School Board Policy 447: Employee Responsible Use of Social Media  
Moorhead School Board Policy 502: Student Disability Nondiscrimination  
Moorhead School Board Policy 503: Student Parental, Family and Marital Status Nondiscrimination  
Moorhead School Board Policy 504: Protection and Privacy of Student Records  
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse  
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults

Moorhead School Board Policy 551: Student Discipline

Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Moorhead School Board Policy 601: Curriculum and Instruction Goals of Moorhead Area Public Schools

Moorhead School Board Policy 620: Selection of Textbooks and Instructional Materials Instruction and Instructional Resource Reevaluation

Moorhead School Board Policy 710: School District Crisis Management

Moorhead School Board Policy 730: School District Copyright

Moorhead School Board Policy 731: Electronic Network and Systems Responsible Use and Safety

Moorhead School Board Policy 906: Public Solicitation in Moorhead Area Public Schools



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.101R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: May 8, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Online Learning Options 610, for your review.

Suggested Resolution: Move to approve the policy, Online Learning Options 610, as presented.

LAK:mdc  
Attachment

## Online Learning Options

Type: School Board Policy  
Section: 600 EDUCATION PROGRAMS  
Code: 610  
Adopted Date: 6/9/2008  
Revised Date(s):  
Reviewed Date(s):  
Attached Files: No Documents Found.

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### I. PURPOSE

The purpose of this policy is to ~~define the process that allows students to complete a course or program through an online learning provider~~ recognize and govern online learning options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online learning provider for supplemental or full-time online learning.

### II. GENERAL STATEMENT

A. ~~Moorhead Area Public Schools will make available information about the online learning options through administration and counselors.~~ The school district shall not prohibit an enrolled student from applying to enroll in online learning.

B. ~~A student who enrolls in an online learning class or program must notify the school district within 30 days before starting the class or program.~~ The school district shall grant academic credit for completing the requirements of an online learning course or program.

C. ~~The school district shall grant academic credit for completing the requirements of an online learning course or program. Moorhead Area Public Schools shall apply the same graduation requirements to all students. The district shall use the same criteria for accepting online credits or courses as it does for accepting other transfer credits from other schools and institutions.~~

D. ~~The school district shall allow online learning students to have the same access to the computer hardware and education software available in the school as all other students in the school district.~~

E. ~~The school district shall continue to provide non-academic services to online learning students.~~

F. ~~Online learning students may participate in the extracurricular activities of the school district on the same basis as other enrolled students.~~

~~F. Moorhead Area Public Schools will utilize Lakes Country Service Cooperative (LCSC) as the online learning provider.~~

### III. DEFINITIONS

A. "Enrolling district" means the school district or charter school in which a student is enrolled under Minn. Stat. 120A.22, Subd. 4, for purposes of compulsory education.

B. "Full-time online provider" means an enrolling school authorized by the Minnesota Department of Education (MDE) to deliver comprehensive public education at any or all of the elementary, middle, or high school levels.

C. "Online course syllabus" is a written document that an online learning provider transmits to the enrolling school district using a format prescribed by the Commissioner of MDE (Commissioner) to identify the state academic standards embedded in an online course, the course content outline, required course assessments, expectations for actual teacher contact time, and other student-to-teacher communications, and the academic support available to the online learning student.

~~DA. "Online learning" is an interactive course or program that delivers instruction from a teacher to a student by computer and the Internet, is combined with other traditional delivery methods that include frequent student assessment and may include actual teacher contact time, and meets or exceeds state academic standards. For students in K-12 courses, online learning must meet or exceed State of Minnesota academic standards and may be combined with other traditional delivery methods that include frequent student assessment and actual teacher contact time.~~

~~B. "Student" is a Minnesota resident enrolled in a school defined in the compulsory instruction law in any grades kindergarten through grade 12.~~

~~EC. "Online learning student" is a student enrolled in the school district for purposes of compulsory attendance and enrolled in an online learning course or program delivered by an authorized online learning provider.~~

~~ED. "Online learning provider" is another school district, an intermediate school district, or an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students.~~

G. "Student" is a Minnesota resident enrolled in a public school, a nonpublic school, church or religious organization, or home school in which a child is provided instruction in compliance with Minn. Stat. 120A.22 and 120A.24.

HE. "Supplemental online learning" means an online course taken in place of a course period during the regular school day at a local district school. LCSC Online is a Supplemental Online Learning Program.

~~F. "Participating District" refers to the school district members of the LCSC online~~

consortium. The school district has the full rights and responsibilities available through the LCSC Online Learning Project.

G. "Course Management System" (CMS) refers to the hardware and software that constitute the online resources installed and maintained by the LCSC Online Learning Project. These resources may include commercially prepared online courses, consortium developed courses and other resources for the use of consortium members.

#### IV. PROCEDURES

##### A. Dissemination and Receipt of Information

1. The building administration and counselors shall make available information about online learning to all interested people. The school district will utilize the list of approved online learning providers and online learning courses and programs developed, published, and maintained by MDE. Information regarding online courses will be ~~developed and maintained~~ by the building administration and counselors.
2. The school district will receive and maintain information provided to it by online learning providers. ~~The school district may utilize the LCSC Online Learning Project as a provider.~~
3. The online learning provider must report or make available information on an individual student's progress and accumulated credit to the student, the student's parent, and the enrolling district in a manner specified by the Commissioner unless the enrolling district and the online learning provider agree to a different form of notice and notify the Commissioner.
4. The enrolling district must designate a contact person to help facilitate and monitor the student's academic progress and accumulated credits toward graduation.

##### B. Students Enrollment

1. A student may apply for full-time enrollment in an approved online learning program ~~or for supplemental online learning.~~ The student must have the written consent of a parent/guardian to do so if the student is under eighteen (18) years of age. ~~A student must complete and submit an LCSC Online Enrollment Form (Administrative Procedure 610.1) including a statement indicating the reason for enrolling in online learning. The form will be completed and given to the counseling staff to be sent to LCSC.~~
2. The student and the student's parents/guardians must submit an application to the online learning provider and identify the student's reason for enrolling in online learning. An online learning provider that accepts a student under this section must notify the student and the enrolling school district in writing within 10 days if the enrolling district is not the online learning provider. The student and the student's parent/guardian must notify the LCSC Online Learning Project of online learning provider of the student's intent to enroll within 10 days of acceptance into the online course(s) being accepted, at which time the student and the student's parent/guardian must sign a statement of assurance (Administrative Procedure 610.2) indicating the course and online learning expectations have been reviewed and understood.



3. ~~Must receive academic credit for completing the requirements of an approved online course or program and secondary credit must count towards graduation and credit requirements of the enrolling district.~~

The supplemental online learning notice to the enrolling district when a student applies to the online learning provider will include the courses or program, credits to be awarded, and the start date of the online course or program. An online learning provider must make available the supplemental online course syllabus to the enrolling district. Within 15 days after the online learning provider makes information in this paragraph available to the enrolling district, the enrolling district must notify the online provider whether the student, the student's parent/guardian, and the enrolling district agree or disagree that the course meets the enrolling district's graduation requirements. A student may enroll in a supplemental online learning course up to the midpoint of the school district's term. The school district may waive this requirement for special circumstances with the agreement of the online learning provider.

4. An online learning course or program that meets or exceeds a graduation standard or the grade progression requirement of the enrolling district as described in the provider's online course syllabus meets the corresponding graduation requirements applicable to the student in the enrolling district. If the enrolling district does not agree that the course or program meets its graduation requirements, then the enrolling district must make available an explanation of its decision to the student, the student's parent, and the online provider; and the online provider may make available a response to the enrolling district, showing how the course or program meets the graduation requirements of the enrolling district.

54. An online learning student may enroll in supplemental online learning courses during a single school year to a maximum of 50 percent of the student's full schedule of courses per term. A student may exceed the supplemental online learning registration limit if the school district grants permission for supplemental online learning enrollment above the limit, or if an agreement is made between the school district and the online learning provider for instructional services. To enroll in more than 50 percent of the student's full schedule or courses per term in online learning, the student must qualify to exceed the supplemental online learning registration limit or apply for enrollment to an approved full-time online learning program following appropriate procedures in Paragraph IV.B.2. above. Full-time online learning students may enroll in classes at a local school per contract for instructional services between the online learning provider and the school district.

65. An online learning student may complete course work at a grade level that is different from the student's current grade level.

~~A student who drops an online class within the first two weeks of the class may enroll in another online class or class based course. The dropped course will not appear on the student's transcript. The student who wishes to drop a distance class after the first two weeks of the class shall be assigned an F for that course and that grade will appear on the student transcript.~~



~~The school district shall permit a student with a disability to enroll in online learning courses for programs. The student's IEP team will determine the least restrictive environment for participation in online learning. The student's IEP will reflect the appropriateness of the instructional delivery choice.~~

76. An online learning student may enroll in additional courses with the online learning provider under a separate agreement that includes terms for payment of any tuition or course fees.

#### C. Classroom Membership and Teacher Contact Time

1. The school district may reduce an online learning student's regular classroom instructional membership in proportion to the student's membership in online learning courses.

2. The school district may reduce the course schedule of an online learning student in proportion to the number of online learning courses the student takes from an online learning provider other than the school district.

3. A teacher with a Minnesota license must assemble and deliver instruction to enrolled students receiving online learning from an enrolling district. The delivery of instruction occurs when the student interacts with the computer or the teacher and receives ongoing assistance and assessment of learning. The instruction may include curriculum developed by persons other than a teacher with a Minnesota license.

4. The online provider must give the Commissioner written assurance that all courses meet state academic standards and the online learning curriculum, instruction, and assessment expectations for actual teacher contact time or other student-teacher communications and academic support meet nationally recognized standards and are described as such in an online syllabus that meets the Commissioner's requirements.

#### D. Academic Credit; Graduation Standards or Requirements

1. The school district shall apply the same graduation requirements to all students, including online learning students.

2. The school district shall use the same criteria for accepting online learning credits or courses as it does for accepting credits or courses for nonresident transfer students under Minnesota law.

~~3. An online learning provider must make available to the school district the course syllabus, standard alignment, content outline, assessment requirements, and contact information for supplemental online courses taken by school district students.~~

34. The school district may challenge the validity of a course offered by an online learning provider. Such a challenge will be filed with MDE.

45. The school district shall count secondary credits granted to an online learning student

toward its graduation and credit requirements.

56. If a student completes an online learning course or program that meets or exceeds a graduation standard or grade progression requirement at the school district, that standard or requirement will be met.

67. Online learning may be provided by Moorhead Area Public Schools to provide the following options:

- a. Credit Recovery
- b. Alternative Learning Options
- c. Homeschool Option
- d. Courses not offered by Moorhead Area Public Schools
- e. Scheduling conflicts
- f. Independent Study Options

87. Moorhead School Board Policy ~~Policies 731: Moorhead Area Public Schools Electronic Network Acceptable Use and Safety~~ will apply to students participating in online courses.

Legal References:

Minn. Stat. 120A.22 (Compulsory Instruction)

Minn. Stat. 120A.24 (Reporting)

~~Minnesota Statute~~, 123B.42, Subd. 1 (Curriculum; Electronic Components)

~~Minnesota Statute~~, 124D.03 (Enrollment Options Program)

~~Minnesota Statute~~, 124D.09 (Post-Secondary Enrollment Options Act)

~~Minnesota Statute~~, 124D.095 (Online Learning Option Act)

Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 624 (Online Learning Options)

Moorhead School Board Policy 511: Enrollment of Nonresident Students

Moorhead School Board Policy 551: Student Discipline

Moorhead School Board Policy 602: Special Education Programs

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

Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards

Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network ~~Acceptable~~ Responsible Use and Safety



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.102R

TO: School Board

FROM: Lynne A. Kovash, Superintendent LAK

DATE: May 8, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Moorhead Area Public Schools Electronic Network and Systems Acceptable Use and Safety 731, for your review.

Suggested Resolution: Move to approve the policy, Moorhead Area Public Schools Electronic Network and Systems Acceptable Use and Safety 731, as presented.

LAK:   
Attachment

## **Moorhead Area Public Schools Electronic Network and Systems Acceptable Use and Safety**

<b>Type:</b>	School Board Policy
<b>Section:</b>	700 NON-INSTRUCTIONAL OPERATIONS AND BUSINESS SERVICES
<b>Code:</b>	731
<b>Adopted Date:</b>	2/8/1999
<b>Revised Date(s):</b>	12/12/2005, 06/13/2011
<b>Reviewed Date(s):</b>	03/08/2004, 12/12/2005, 06/13/2011
<b>Attached Files:</b>	<u>No Documents Found.</u>

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Revised Title: Moorhead Area Public Schools Electronic Network and Systems ~~Acceptable~~ Responsible Use and Safety

### **I. PURPOSE**

The purpose of this policy is to set forth guidelines for access to the school district computer system and safe use of the Internet, including electronic communications.

### **II. GENERAL STATEMENT**

The Moorhead Area Public Schools shall operate an electronic network and systems to support its educational mission. The Moorhead School Board recognizes the need for its staff and students to have access to a global electronic network. Part of the district's responsibility in preparing students for the future is to provide them access to the tools they will be using as adults. The Moorhead Area Public Schools electronic network and systems is defined as computer systems owned by the district as well as other electronic systems to which the district provides intentional or unintentional access. An orientation session and ongoing education on appropriate use of the Moorhead Area Public Schools computer network and systems shall be provided for each user. The use of this network and systems shall be consistent with the district's educational mission, district policy, state laws, and federal laws. In accordance with the requirements of the Child Internet Protection Act the district will monitor the online activities of minors and employ technology protection measures during any use of the electronic network by minors and adults.

### **III. LIMITATION ON SCHOOL DISTRICT LIABILITY**

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school district diskettes, tapes, hard drives or servers, or for delays for changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause.

The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

#### IV. USE OF NETWORK AND SYSTEMS ARE A PRIVILEGE

The use of the school district network and systems and access to use of the Internet are a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws. Refer to Administrative Procedures 731.1; and 731.2, 731.3, and 731.4 for additional guidelines regarding ~~acceptable~~ responsible use.

#### V. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents/guardians have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents/guardians have the right to request the termination of their child's individual account at any time. The request will be reviewed by the appropriate administration.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

#### V. REGULATIONS



The Superintendent shall establish regulations for student and staff use of the Moorhead Area Public Schools electronic network and systems. This policy will be reviewed annually for compliance with state law.

## VI. NOTIFICATION

All users shall be notified of the school district policies relating to Internet use in employee and student handbooks and the website ([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)).

### Legal References:

15 U.S.C. 6501 *et seq.* (Children's Online Privacy Protection Act)  
17 U.S.C. 101 *et seq.* (Copyrights)  
20 U.S.C. 6751 *et seq.* (Enhancing Education through Technology Act of 2001)  
47 U.S.C. 254 (Children's Internet Protection Act of 2000 (CIPA))  
47 C.F.R. 54.520 (FCC Rules Implementing CIPA)  
Minn. Stat. 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)  
Minn. Stat. 125B.15 (Internet Access for Students)  
Minn. Stat. 125B.26 (Telecommunications/Internet Access Equity Act)

### Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 524 (Internet Acceptable Use and Safety Policy)  
Moorhead School Board Policy 414: Employee Public and Private Personnel Data  
Moorhead School Board Policy 447: Employee Responsible Use of Social Media  
Moorhead School Board Policy 448: Electronic Communication Between Employees and Students  
Moorhead School Board Policy 502: Student Disability Nondiscrimination  
Moorhead School Board Policy 503: Student Parental, Family and Marital Status Nondiscrimination  
Moorhead School Board Policy 504: Protection and Privacy of Student Records  
Moorhead School Board Policy 551: Student Discipline  
Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools  
Moorhead School Board Policy 620: Curricular Selection and Review, Alternative Instruction and Instructional Resource Reevaluation  
Moorhead School Board Policy 710: School District Crisis Management  
Moorhead School Board Policy 730: School District Copyright  
Moorhead School Board Policy 906: Public Solicitation in Moorhead Area Public Schools



**INDEPENDENT SCHOOL DISTRICT #152**

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

May 29, 2012

7:00 p.m.

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

**ATTENDANCE:**

Lisa Erickson _____	Kristine Thompson _____
Cindy Fagerlie _____	Bill Tomhave _____
Laurie Johnson _____	Trudy Wilmer _____
Mike Siggerud _____	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 activities director Don Hulbert for receiving the State Award of Merit from the Minnesota Interscholastic Athletic Administrators Association. The National Federation State Award of Merit is presented annually to a Minnesota athletic administrator as selected by a committee from the membership of the MnIAAA. The Award of Merit is presented to an individual who has shown outstanding leadership in interscholastic athletics or related areas.

**We Are Proud** of Rachel Lerum, counselor at Moorhead High School, who has been chosen as the School Counselor of the Year by the West Central Minnesota School Counselor's Association. She was honored at the WCMSCA's spring conference on April 13 in Detroit Lakes.

5-N9-BDS  
29 May 2012

**We Are Proud** of Shari Gustafson, Horizon Middle School counselor/dean, who has been selected as the 2012 Minnesota Middle School Counselor of the Year by the Minnesota School Counselors Association. This award recognizes an individual who has contributed to the school counseling profession and to the success of students at the highest levels. Gustafson was recognized at the MSCA state convention on April 30. Last year, Gustafson received the Middle School Counselor of the Year award from the West Central School Counselors Association, which qualified her to enter the state division this year.

**We Are Proud** of the Moorhead High School Economics Challenge team for placing third in the Advanced Placement division at the Economics Challenge state meet on April 12. Team members are Andrew Carlson, Jonathan Haglund, Maija Lindaas and Ryan Olson. The team placed first at the Heartland Economics Challenge to qualify for the state meet. At the Heartland meet, Haglund, Carlson and Olson placed first, second and third respectively.

**We Are Proud** of Ellen Hopkins Elementary students whose art was selected for display in the AEM Capitol Art Exhibit that ran March 24-31 in celebration of Youth Art Month 2012. Ali Astrup created a self-portrait with symbols using colored pencils, and Harleigh Bingle created heart art with tempera paint. Their art teacher is Sue Geihl.

**We Are Proud** of the Horizon Middle School 7th and 8th grade Knowledge Master Team for placing third out of 38 Minnesota teams in the Spring Knowledge Master Open held April 24. Nationally, the Horizon team placed 53rd out of 565 participating teams.

Team members are David Bartle, Christian Carlson, Brian Craig, Konner Doucette, Alex Dougherty, Blake Filipi, Hannah Hendrickson, Sam Kartenson, Seamus Neill, Ryan Schirado, Ethan Smith, Claire Twedt, Alex Volk, Jacen Wentzell, Linka Wintersteen and Caroline Wirries. The team is coached by Lois Brown.

The Knowledge Master Open was designed to stimulate enthusiasm for learning and recognition for academic accomplishment. The 200 challenging questions require higher-level thinking skills and cover 14 curriculum areas. Scores are based on a combination of speed and accuracy.

**We Are Proud** of Horizon Middle School students who had outstanding achievement in the Midwest Academic Talent Search. Forty-six students at Horizon participated in this year's Midwest Academic Talent Search sponsored by Northwestern University. Alex Volk, Brian Craig and Stefan Duginski received top SAT combined scores, and Elly Schaefer and Seamus Neill received top ACT composite scores. The Midwest Talent Search is coordinated at Horizon Middle School by Lois Brown.

**We Are Proud** of Jon Moe, STEM teacher at Horizon Middle School, for being named the Happy Hooligan Chapter 132 Air Force Association Teacher of the Year. The award recognizes a classroom teacher for achievements in support of STEM and the impact of these activities on students. Moe received \$250 and was recognized at an awards banquet on April 10. Moe has now been selected as the North Dakota Air Force Association Teacher of the Year. He received a certificate, jacket and \$500 during a presentation in his classroom in May.

**We Are Proud** of Moorhead students who placed in The Forum's Creations editorial essay, cartoon and design an ad contest. Students wrote editorials, drew cartoons or designed ads that ran in a supplement in the April 19 issue of The Forum. Students who placed are:

Ethan Jenks, Robert Asp Elementary, second place in the Grades K-2 editorial cartoon category, teacher Jennifer Carney;  
Cindy Higdem, Robert Asp Elementary, third place in the Grades K-2 editorial cartoon category, teacher Becky Wolford;  
Olivia Evanson, Robert Asp Elementary, first place in the Grades K-2 editorial essay category, teacher Jennifer Carney;  
Seth Sorenson, Robert Asp Elementary, second place in the Grades K-2 editorial essay category, teacher Becky Wolford;  
Dakota MacAdams, Robert Asp Elementary, third place in the Grades K-2 editorial essay category, teacher Jennifer Carney;  
Nevaeh Swanson, Robert Asp Elementary, first place in the Grades K-2 design an ad category, teacher Becky Wolford;  
Braydon Strom, Robert Asp Elementary, second place in the Grades K-2 design an ad category, teacher Joni Foss; and  
Garrett Solberg, S.G. Reinertsen Elementary, second place in the Grades 3-4 editorial cartoon category, teachers Sarah Wothe and Kate Rockstad.

**We Are Proud** of the Horizon Middle School Destination ImagiNation Team for placing first at the Moorhead Regional Tournament held March 17. Students competed in the technical challenge Assembly Required, which required them to design and build equipment that retrieves parts and delivers products. Team members are Preston Degerman, Henri Kieffer-Biermann, Jacob Redlin, Caroline Wirries, Alex Church and Adam Altendorf. Team managers are Katherine Altendorf and Rita Degerman.

**We Are Proud** of the Hopkins Elementary School Destination ImagiNation Team for placing third at the Moorhead Regional Tournament held March 17. Students competed in Challenge C, Coming Attractions, which required them to present a four-minute movie trailer involving characters from at least two different nations. They had to design a cinematic special effect and feature it in the trailer and create an original soundtrack that complemented their trailer. Team members are Lily Kjos, Samantha Zimmerman, Meghan Moore, Cassie Freeman, Kelli Forster,

Anna Lindgren and Chloe Thompson. Team managers are Kris Thompson and Adam Twardowski.

**We Are Proud** of the Horizon Middle School Destination ImagiNation 6th Grade Team for placing sixth out of eleven teams at the State DI Tournament on April 14. The students competed in Challenge E, Hold It!, which required them to design, build and test a structure made entirely of wood and glue to hold weight and contain tournament-provided golf balls and build a delivery device to deposit each golf ball into the structure. They also had to present an original story about a "captivator" and integrate the weight placement and golf ball delivery into their eight-minute story. Team members are Oliver Borchers-Williams, Ian Manning, Nick Witthoeft, Levi Nelson, Dash Hilgers and Mike Thibert. Team manager is Rebecca Thibert.

**We Are Proud** of the Horizon Middle School Destination ImagiNation 8th Grade Team for placing fifth out of eight teams at the State DI Tournament on April 14. The students competed in Challenge D, News to Me, which required them to learn about different types of news stories, cause and effect relationships, and practice techniques for Cooperative Human Scenery. They had to create a five-minute improvisational skit at the tournament with five randomly selected improv elements. Team members are Anthony Johnson, David Thibert, Alex Thomason, Seamus Neill and Mason Pickar. Team manager is Laurie Johnson.

**We Are Proud** of the Horizon Middle School Destination ImagiNation 8th Grade Team for placing first out of six teams at the State DI Tournament on April 14 and advancing to Global Finals in Knoxville, Tenn., in May. The students competed in projectOutreach: The World Canvas, which required them to identify a community need and design and carry out a project to address this need. They had to create an advertisement and brochure and make an eight-minute presentation which included these items. Team members are Anthony Johnson, David Thibert, Alex Thomason, Seamus Neill and Mason Pickar. Team manager is Laurie Johnson.

**We Are Proud** of the Horizon Middle School Destination ImagiNation Girls Team for placing second out of fifteen teams at the State DI Tournament on April 14 and advancing to Global Finals in Knoxville, Tenn., in May. The students competed in Challenge C, Coming Attractions, which required them to present a four-minute movie trailer involving characters from at least two different nations. They had to design a cinematic special effect and feature it in the trailer and create an original soundtrack that complemented their trailer. Team members are Abigail Johnson, Emily Karevold, Allison Hanson, Lexi Dauner, Claire Twedt, Linka Wintersteen and Emily Pratt. Team manager is Laurie Johnson.

- 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 Agreement Between Clay County Public Health and Moorhead School District - Pages 9-16
- (2) Acceptance of Donation - Page 17

C. HUMAN RESOURCES MATTERS - Hiedeman

- (1) Approval of Change in Contract - Page 18
- (2) Approval of Resignations - Page 19
- (3) Approval of New Employees - Page 20

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

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

3. **MAJOR MAGNITUDE FIELD TRIP REPORT - SPANISH STUDENTS TO COSTA RICA:** Kazmierczak

Page 21

4. **APPROVAL OF SCHOOL START AND DISMISSAL TIMES FOR THE 2012-2013 SCHOOL YEAR:** Kazmierczak

Pages 22-23

Suggested Resolution: Move to approve school start and dismissal times for the 2012-2013 school year as follows:

Elementary Schools	7:55 a.m. - 2:40 pm.
Horizon Middle School	9:05 am. - 3:50 p.m.
Moorhead High School	8:25 a.m. - 3:30 p.m.



**SCHOOL BOARD AGENDA - May 29, 2012**

**PAGE 6**

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

5. **APPROVAL OF TRANSPORTATION CONTRACTS FOR 2012-2013 AND 2013-2014 SCHOOL YEARS:** Kazmierczak  
Pages 24-46

Suggested Resolution: Move to approve the student transportation contracts with Richards Transportation, Red River Acquisitions, and Schuck Bus Service for the 2012-2013 and 2013-2014 school years with an option to extend for an additional two years.

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

6. **APPROVAL OF BIDS - ROBERT ASP ELEMENTARY SECURITY IMPROVEMENTS:** Kazmierczak  
Page 47

Suggested Resolution: Move to approve the bids for the Robert Asp Elementary security improvements as presented.

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

7. **UPDATE ON STATE OF MINNESOTA'S NO CHILD LEFT BEHIND WAIVER:**  
Kovash  
Pages 48-67

8. **FIRST READING OF POLICIES:** Kovash  
Pages 68-129

9. **COMMITTEE REPORTS**

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

11. **CLOSE PUBLIC MEETING:** Erickson

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 \_\_\_\_\_



**SCHOOL BOARD AGENDA - May 29, 2012**

**PAGE 7**

**12. OPEN PUBLIC MEETING: Erickson**

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

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

Comments \_\_\_\_\_

**13. PARAPROFESSIONAL MASTER AGREEMENT: Kazmierczak**

Page 130

Suggested Resolution: Move to approve both the 2010-2012 and 2012-2014 Master Agreement for Paraprofessionals as follows:

<u>School Year</u>	<u>Percent</u>	<u>Cost</u>
2010-2011	2.40%	\$ 81,459.00
2011-2012	<u>2.30%</u>	<u>\$ 79,727.00</u>
TOTAL	4.70%	\$161,186.00

<u>School Year</u>	<u>Percent</u>	<u>Cost</u>
2012-2013	2.03%	\$ 72,140.00
2013-2014	<u>1.99%</u>	<u>\$ 72,140.00</u>
TOTAL	4.02%	\$144,280.00

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

Comments \_\_\_\_\_

**14. ADJOURNMENT**

CALENDAR OF EVENTS


<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
MHS Graduation	June 3	2 pm	Concordia
School Board	June 11	7 pm	PCE
Com Educ Adv Council	June 19	7 pm	PCE
School Board	June 25	7 pm	PCE
 School Board	 July 16	 7 pm	 PCE
 School Board	 August 13	 7 pm	 PCE
School Board	August 27	7 pm	PCE



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.083 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: May 22, 2012

SUBJECT: Agreement Between Clay County Public Health and Moorhead School District

Attached please find the agreement between Clay County Public Health and Moorhead Area Public Schools for provision of early childhood screening services. The term of the agreement is one year from July 1, 2012 through June 30, 2013.

Suggested Resolution: Move to approve the Agreement Between Clay County Public Health and Moorhead School District for early childhood screening services as presented.

WAK:nls  
Attachments

**AGREEMENT BETWEEN  
CLAY COUNTY PUBLIC HEALTH  
AND  
MOORHEAD SCHOOL DISTRICT**

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

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

**I. PROVIDER RESPONSIBILITIES:**

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

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

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

**II. SCHOOL RESPONSIBILITIES**

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

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

### **III. STAFF:**

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

### **IV. RECORDS:**

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

### **V. COST OF SERVICES:**

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

### **VI. TERMS OF AGREEMENT:**

This agreement shall be effective July 1, 2012 and shall be in effect until June 30, 2013. This agreement may be canceled by the School or Provider at any time, with or without cause, upon thirty (30) days written notice to the other party and subject to approval by the Clay County Board of Commissioners.

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

In conformity with Minnesota Statutes (16.095), the books, records, documents, and accounting

procedures and practices of the contractors are subject to examination by the departments, and either the legislative auditor or the state auditor as appropriate.

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

## **VII. INDEMNIFICATION:**

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

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School Superintendent Date

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Chair, School Board Date

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Director, Clay County Public Health Date

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Chair, Clay County Board of Commissioners Date



## ADDENDUM TO AGREEMENT

This Addendum is effective on upon execution, and amends and/or is made part of the Agreement by and between Clay County Public Health ("Agency") and Moorhead School District (Business Associate") dated July 1, 2012, ("Agreement").

Agency and Business Associate agree to modify the Agreement, in order to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Agreement.
3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of Agency, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by Agency. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR; and (c) Agency's health information privacy and security policies and procedures.
4. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from Agency only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
  - a. The disclosure is required by law; or
  - b. Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
    - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
    - (ii) Notify Business Associate (who shall in turn promptly notify Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
5. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosures of any PHI received from or on behalf of Agency.
6. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of

the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.

7. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of Agency, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Agency that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).
8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of Agency to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.
9. Access to PHI. Business Associate shall provide access, at the request of Agency, to PHI in a Designated Record Set, to Agency or, as directed by Agency, to an Individual in order to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable State law. Business Associate shall provide access in the time and manner set forth in Agency's health information privacy and security policies and procedures.
10. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Agency directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Agency or an Individual, and in the time and manner set forth in Agency's health information privacy and security policies and procedures.
11. Accounting of Disclosures of PHI.
  - a. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
  - b. Business Associate agrees to provide Agency or an Individual, in time and manner set forth in Agency's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
12. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Agency available to Agency and to DHHS or its designee for the purpose of determining Agency's compliance with the Privacy Rule.

13. Reporting. Business Associate shall report to Agency any use or disclosure of PHI not authorized by the Agreement or in writing by Agency. Business Associate shall make the report to Agency's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by Agency's Privacy Official.
14. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
15. Termination for Cause. Upon Agency's knowledge of a material breach by Business Associate, Agency shall:
  - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by Agency.
  - b. Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible.
  - c. If neither termination nor cure is feasible, Agency shall report the violation to the Secretary.
16. Return or Destruction of Health Information.
  - a. Except as provided in Section 16(b) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - b. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Agency notification of the conditions that make return or destruction infeasible. Upon verification by Agency that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
17. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of July 1, 2012.

**AGENCY**

Signed: \_\_\_\_\_

Print Name: Kathy McKay

Title: Public Health Director

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.085 C

TO: Dr. Lynne A. Kovash, Superintendent  
FROM: Wayne A. Kazmierczak, Assistant Superintendent  
DATE: May 22, 2012  
SUBJECT: Donation

Moorhead Area Public Schools has received the following donation:

- Kay & Krafts has donated various Reminisce scrapbooking products valued at \$500, which will be used by the Keys to Kindergarten program.


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

WAK:nls



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

Memo HR.12.097

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources   
DATE: May 21, 2012  
SUBJECT: Contract in Change

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

John Dobmeier      Social Studies Teacher, High School from .67 FTE to 1.00 FTE, BA (1)  
\$34,980.00. (.34 New FTE)

**SUGGESTED RESOLUTION:** Move to approve the change in contract for John Dobmeier as presented.

AH:smw





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

Memo HR.12.095

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources *AH*  
DATE: May 21, 2012  
SUBJECT: Resignations

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

Emily Kasprovicz	Bus Assistant, Transportation, effective May 18, 2012.
Chauncy Hendershot	Social Studies Teacher, Assistant Football 9 <sup>th</sup> Grade Basketball and Assistant Track, High School, effective at the end of the 2011-2012 school year.
Benjamin Pedersen	Elementary Teacher, S. G. Reinertsen Elementary, effective at the end of the 2011-2012 school year.
Katie Palinski	Paraprofessional, S. G. Reinertsen Elementary, effective May 31, 2012.
Denise Paulson	Health Tech Secretary, Early Learning Center, effective May 29, 2012.

**SUGGESTED RESOLUTION:** Move to approve the resignations of Emily Kasprovicz, Chauncy Hendershot, Benjamin Pedersen, Katie Palinski and Denise Paulson as presented.

AH:smw



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

Memo HR.12.096

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources *ahiedeman*  
DATE: May 21, 2012  
SUBJECT: New Employees

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

Matthew Western	Learner Support Services Teacher, Ellen Hopkins Elementary, BA (2) \$36,122.00, effective with the 2012-2013 school year. (Replaces Beverly Bjertness)
William Demke	Social Studies Teacher, High School, MA(4) \$44,916.00, effective with the 2012-2013 school year. (Replaces Chauncy Hendershot)
Paul Wanzek	Learner Support Services Teacher, S. G. Reinertsen Elementary, MA (1) \$40,697.00, effective with the 2012-2013 school year. (Replaces Barb Schumacher)
Angela Cunningham	English Teacher, High School, BA (4) \$38,434.00, effective with the 2012-2013 school year (Replaces Joanna McBride)
Jennifer Haugo	Elementary Teacher, Robert Asp Elementary, MA (10) \$53,340.00, effective with the 2012-2013 school year. (Replaces Elizabeth Evenstad)
Elizabeth Schumacher	Elementary Teacher, Robert Asp Elementary, BA (2) \$36,122.00, effective with the 2012-2013 school year. (Replaces Travis Husen)
Margaret Neutzling	Kindergarten Teacher, Robert Asp/S. G. Reinertsen Elementary, BA (0) \$33,823.00, effective with the 2012-2013 school year. (Replaces Colleen Geffe-Dahle)
Peter Cullen	Interim Varsity Hockey Coach, High School, .120 (1) \$4,451.00 effective with the 2012-2013 season. (Replaces Dave Morinville)

**SUGGESTED RESOLUTION:** Move to approve the employment of Matthew Western, William Demke, Paul Wanzek, Angela Cunningham, Jennifer Haugo, Elizabeth Schumacher, Margaret Neutzling and Peter Cullen as presented.

20  
AH:mnw



Assistant Superintendent  
**Moorhead Area Public Schools**

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Memo OAS.12.077 R

TO: Dr. Lynne A. Kovash, Superintendent  
FROM: Wayne A. Kazmierczak, Assistant Superintendent  
DATE: May 22, 2012  
SUBJECT: Major Magnitude Field Trip Report – Spanish Students to Costa Rica

Lana Suomala, along with some of her students, will be in attendance at the May 29, 2012 School Board meeting to provide a report following the Moorhead High School Spanish students' Major Magnitude Field Trip to Costa Rica in March.


WAK:nls



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.082 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: May 22, 2012

SUBJECT: Approval of School Start and Dismissal Times for the 2012-2013 School Year

Attached please find information related to the 2012-2013 school start and dismissal times. An adjustment to the start and dismissal times is necessary for the following reasons: 1) 15 minutes have been added to the student day effective with the 2012-2013 school year as a result of teacher contract negotiations; 2) the district desires to adjust the middle school schedule to reflect recommendations from school start time and adolescent sleep research; and 3) the district desires to reduce overall transportation expenditures by creating a more efficient and cost-effective transportation system.

A total of nine different scenarios were presented and discussed over the course of the last several weeks. Consideration was given to input received at various Parent Teacher Advisory Committee (PTAC) meetings, input received from residents of the school district, and input received from the School Board members at the April 23, 2012 and May 14, 2012 School Board meetings.

The following school start and dismissal times are recommended for the 2012-2013 school year:

Elementary Schools	7:55 a.m.–2:40 p.m.
Horizon Middle School	9:05 a.m.–3:50 p.m.
Moorhead High School	8:25 a.m.–3:30 p.m.

Suggested Resolution: Move to approve school start and dismissal times for the 2012-2013 school year as follows:

Elementary Schools	7:55 a.m.–2:40 p.m.
Horizon Middle School	9:05 a.m.–3:50 p.m.
Moorhead High School	8:25 a.m.–3:30 p.m.

WAK:nls  
Attachment

**2012-2013 SCHOOL START AND DISMISSAL TIME  
ADMINISTRATIVE RECOMMENDATION  
May 29, 2012**

	2011-2012 School Year	2012-2013 School Year
Elementary Schools	8:20 a.m.-2:50 p.m.	7:55 a.m.-2:40 p.m.
Horizon Middle School	7:45 a.m.-2:15 p.m.	9:05 a.m.-3:50 p.m.
Moorhead High School	8:25 a.m.-3:30 p.m.	8:25 a.m.-3:30 p.m.

**ELEMENTARY SCHOOL CONSIDERATIONS**<sup>\*</sup>

- 15 minutes are added to the school day<sup>^</sup>
- Elementary start time will be 25 minutes earlier than 2011-2012. Dismissal time will be 10 minutes earlier than 2011-2012.
- Professional development will occur in the afternoon.
- Students will be allowed to arrive at 7:20 a.m.
- Breakfast will begin at 7:20 a.m. Targeted bus arrival time will be 7:25-7:35 a.m.

**MIDDLE SCHOOL CONSIDERATIONS**<sup>\*</sup>

- 15 minutes are added to the school day<sup>^</sup>.
- Middle school start time will be 1:20 later than 2011-2012. Dismissal time will be 1:35 later than 2011-2012.
- Recommended start and dismissal times are strongly supported by school start time and adolescent sleep research.<sup>^</sup>
- Extracurricular activities:
  - Morning practices 7:25-8:40 a.m. (boys and girls basketball, girls volleyball)
  - Afternoon practices 4:05-5:20 p.m. and 5:20-6:35 p.m.
  - Home games – Earliest start time will be 4:15 p.m.
  - Away games – Earliest start time will be 4:15 p.m. or 4:30 p.m.
  - Other venues will be considered for home games such as Robert Asp Elementary and the Moorhead High School Field House.
- Consideration will be given to shifting current academic after-school programming to the morning. Transportation options will need to be considered for these programs.
- Professional development will occur in the morning.
- Students not involved in extracurricular activities will be allowed to arrive at 7:30 a.m.
- Breakfast will begin at 8:35 a.m. Targeted bus arrival time will be 8:30-8:45 a.m.
- Supervision will be required from 3:50-4:05 p.m. or until buses depart.
- “Start” period would likely be moved to the end of the day or eliminated.

**HIGH SCHOOL CONSIDERATIONS**

- 15 minutes of district-directed staff time is moved from within the school day to either before or after school.<sup>^</sup>
- Start and dismissal times remain unchanged compared to 2011-2012.
- Existing start and dismissal times are strongly supported by school start time and adolescent sleep research.<sup>^</sup>

**OTHER CONSIDERATIONS**<sup>\*</sup>

- Requires 46 a.m. and 43 p.m. routes, a reduction of 6.5 routes compared to 2011-2012 which results in a projected annual savings of approximately \$325,000.<sup>^</sup>
- Changes will be communicated to parents via the school district calendar, school district announcements, the school district website, individual school websites, and building administrators will communicate the change using building level communication tools.
- According to Minnesota Statute, districts must provide transportation for students who live 2 miles or more from school. Moorhead transports students who live 1 mile or more from school; this will remain the practice.
- Private school start and dismissal times will be as follows:
  - St. Joseph's Catholic School: 8:00 a.m.-2:55 p.m.
  - Park Christian: 9:15 a.m.-4:20 p.m.

<sup>\*</sup> Indicates that all listed times are preliminary and may be adjusted.


<sup>^</sup> Indicates evidence that the recommendation supports the district priorities: 1) 15 minutes of instructional time added to the student day; 2) strongly supported by school start time and adolescent sleep research; and 3) allows the district to significantly reduce transportation costs.



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.080 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: May 22, 2012

SUBJECT: Approval of Transportation Contracts for 2012-2013 and 2013-2014 School Years

Attached please find the final student transportation contracts that have been negotiated with Richards Transportation, Red River Acquisitions, and Schuck Bus Service for the 2012-2013 and 2013-2014 school years with an option to extend for an additional two years.

Suggested Resolution: Move to approve the student transportation contracts with Richards Transportation, Red River Acquisitions, and Schuck Bus Service for the 2012-2013 and 2013-2014 school years with an option to extend for an additional two years.

WAK:nls  
Attachments



## STUDENT TRANSPORTATION CONTRACT

THIS AGREEMENT is made and entered into as of the 14th day of May 2012, by and between Independent School District 152 (Moorhead), Moorhead, Clay County, Minnesota, with its District Office at 2410 14<sup>th</sup> Street South, Moorhead, Minnesota 56560, Minnesota, hereinafter called "District" and Richards Transportation Service (Richards) with its office at 2139 100<sup>th</sup> Avenue North, Moorhead, Minnesota 56560, hereinafter called "Contractor."

### WITNESSETH

WHEREAS, Moorhead desires student transportation services to transport certain of its students served by District during the school year.

WHEREAS, Contractor operates a school bus service within and about the geographical boundaries of District.

WHEREAS, pursuant to Minnesota Statutes 2011, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, District and Contractor agree as follows:

#### 1. TERM

The term of this Agreement shall commence July 1, 2012 and shall continue through July 31, 2014 consistent with Article 4, Section 4.1 of the General Specification for Student Transportation Services (SPECIFICATION). For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing August 1 during each year of the term of this Agreement starting with Contract Year 2.

##### a. Extension of Term

This Agreement may be extended, at the discretion of the District consistent with SPECIFICATION Section 4.2 for an additional one (1) or two (2) year period, not to exceed a total of two (2) additional years, based on the terms as the parties have mutually agreed to and included in Exhibit A. All terms and conditions will remain the same except for applicable compensation adjustments described in this Agreement and the SPECIFICATION made a part hereof.

The District shall meet with the Contractor by February 28, 2014, during the second Contract Year, to evaluate the Contractor's performance relative to the requirements in this Agreement. Should the District determine the Contractor's performance has met District expectations, the District administration will make a report to the Board of Education. Should the District determine the Contractor's performance has not met District requirements and expectations, the District administration may make a report to the Board of Education of its desire to not extend the existing Agreement for either or both of the two (2) additional years identified in this section. The Contractor agrees that the District could with notice terminate this Agreement on that basis.

#### 2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, provide student transportation services to certain students identified by District and attending a public school, a non-public or charter school located within or outside the geographical boundary of the District or a school, and provide such number of school buses and personnel as are required to fulfill District's needs for student transportation services as described in SPECIFICATION, which is incorporated in this Agreement.

- a. The SPECIFICATION is incorporated by reference into this Agreement, except for any item modified in this Agreement document and the District motion approving the Agreement.

- b. The District shall assign routes and services to the Contractor, which might deviate in quantity and type from Section 3.1 of the SPECIFICATION.
- c. **During Contract Years 2012-13 and 2013-14, the regular "to & from" routes assigned to contract service providers by the District will not be less than seventeen (17) regular "to & from" routes.**
- d. Nothing in this Agreement shall limit District's rights or responsibilities or prohibit District from exercising such rights and responsibilities outlined in the SPECIFICATION or state law relative to student transportation services.

### 3. **CALENDAR**

**SECTION 3.1: Scope of Transportation Services is modified as follows:**

**The School Year consists of 172 student days for grade 1-12 students and 168 student days for kindergarten students.**

### 4. **COMPENSATION AND BILLING**

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates for services set forth in SPECIFICATION and Exhibit A attached hereto and made a part hereof, which may be adjusted from time to time as provided herein.

#### a. **Regular To and From Route Services**

District shall pay to Contractor by the 15th of each month, September through May during each year of the term of this Agreement an amount calculated by dividing the annual amount by nine (9) payments. Any payment adjustments will be made, if necessary, with a last payment on or about June 15<sup>th</sup> each year.

#### b. **Special Education and Special Needs Transportation and Other Transportation Services**

Contractor will submit to District a statement of these services rendered during the preceding month not later than the 15th working day after the end of each month during the term of this Agreement. After verification of the statement, District shall pay the amount due to Contractor on or before the twenty-fifth (25th) day after receiving the statement.

#### c. **The Contractor will cooperate with the District to establish a billing format and matrix for the appropriate allocation of the regular and special needs route services, and other services, among the funding sources for these services as identified and shown in Exhibit A.**

#### d. **If the number of scheduled days is increased or decreased, the Contractor shall be paid for the number of days transported.**

#### e. **In the event the District cancels school, the parties agree that the District will compensate the Contractor with payment of 50% of a full-day charge for regular and special education routes with remaining 50% paid on the day when the cancelled services are rescheduled and provided, if at all.**

### 5. **PROGRAM GROWTH**

Pursuant to SPECIFICATION Section 3.6, the District will reserve the right to increase or decrease the number of buses or vans and modify the scope of services described in SECTION 3.1 of this SPECIFICATION over the term of the Contract(s), based on the terms described in this SPECIFICATION. The cost of the added or reduced buses or vans will be at the unit cost approved in the Contract(s). Should the program significantly change in scope, e.g. **four-day week**, either party may request, following provisions in the Contract, that appropriate pricing adjustments be considered.

**6. CONTRACT SECURITY**

In consideration of the recent contractual relationship between District and the Contractor, District waives Section 6.2 of the SPECIFICATION at this time. The District reserves the right, at its sole discretion, to cancel or modify this waiver should conditions occur that the District determines requires surety in the form of contract security or other for the performance of this Agreement.

**7. OTHER PROVISIONS**

Contractor agrees to comply with the following:

**a. District Crisis Management Policy**

The Contractor will be familiar and will comply with District crisis management policy and plans where applicable.

**b. Force Majeure**

In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, war, governmental action, labor dispute, including picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this Agreement.

**c. Assignment**

The services contemplated under this Agreement are deemed to be in the nature of personal services. The Contractor, without the prior consent of the District, shall not assign this Agreement. The parties agree that assignment by Contractor of any sums due and owing Contractor under this Agreement shall not constitute an assignment of the Agreement.

**d. Subcontract**

The Contractor shall not subcontract any of the services required to be performed in this Agreement, unless the Contractor has received the full prior consent of District.

**e. Termination**

If either party shall willfully violate any of the covenants or duties imposed upon it by this Agreement, such willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

**f. Survival**

The mutual obligations described in this Agreement shall survive the termination or expiration of this Agreement.

**g. Severability**

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect.

**h. Modification**

District and Contractor may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties. All other terms and conditions will remain as described in this Agreement.

**i. Governing Law**

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in this Agreement to the "State" shall mean the State of Minnesota.

**j. Notices To Parties**

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Postal Service, postage prepaid, registered or certified mail.

Notices to District shall be addressed to: Wayne Kazmierczak  
Assistant Superintendent  
Moorhead Public Schools, ISD 152  
2410 14<sup>th</sup> Street South  
Moorhead, Minnesota 56560

Notices to Contractor shall be addressed to: Mark Richards  
President  
Richards Transportation Service  
2139 100<sup>th</sup> Avenue North  
Moorhead, Minnesota 56560270

Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

**k. Entire Agreement**

This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14th day of May 2012.

**Moorhead Public Schools**

By: \_\_\_\_\_

Chair

and \_\_\_\_\_

Clerk \_\_\_\_\_

**Richards Transportation Service**

By: \_\_\_\_\_

Mark Richards, President

Jay Richards, Secretary-Treasurer



**Independent School District 152, Moorhead, Minnesota**  
**GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES**

**APPENDIX A – Richards Transportation Service**

**APPENDIX A-1: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES**

The COST QUOTES for each year of the term shall be submitted based on a maximum of 172 days of school operation and 168 days for kindergarten students.

**“Basic” Services**

**SCHOOL YEAR 2012-13 [Year Ending July 31, 2013]**

1. **Regular “To and From” Routes.** The cost for all regular “to and from” routes, home-to-school transportation, for the days of school operation A.M. and P.M., using one of the following unit costs.

Bus Size	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Year
83-90 Passenger Bus	\$270.00	\$135.00	XXXXXX
71-77 Passenger Bus	\$270.00	\$135.00	XXXXXX
65 Passenger Bus	\$270.00	\$135.00	XXXXXX
17 Routes	\$270.00	\$135.00	\$789,480

2. **Rates for Excess Mileage and Time – Regular “To and From” Routes (Item 1 above):**

\$ 16.875 per one-quarter (1/4) hour for time in excess of the route times, four (4) “live” hours per day or two (2) “live” hours per ½ day, whichever is greater, computed on a contractor basis per day and not an individual bus basis.

3. **Midday Kindergarten Transportation Services.** The cost for all midday kindergarten route services, using one of the following unit costs billed in one-quarter (1/4) hour increments after the first hour.

Bus and Van Size	Cost Per Hour	Cost per Day	Cost per Year
Class C or D Bus	\$40.00	\$80.00	XXXXXX
Class A or B Bus	\$40.00	\$80.00	XXXXXX
Van or Type III	\$36.00	\$72.00	XXXXXX

4. **Special Education and Special Needs, Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all special education and special needs routes, including home-to-school and midday transportation services, midday regular shuttle bus and van services, vocational education shuttles, ALC routes, and late activity services, excluding midday kindergarten routes, using one of the following unit costs billed in one-quarter (1/4) hour increments after the first hour.

Bus and Van Size	Lift?	Cost Per Hour	Cost per Year
Class C or D Bus	Yes No	\$48.00	XXXXXX
Class A or B Bus	Yes No	\$48.00	XXXXXX
Van or Type III	Yes No	\$43.20	XXXXXX
Bus Assistant/Aide		\$20.00	\$34,400
Lift		XXXX	XXXXXX
3.5 SPED AM/PM Routes		\$48.00	
3 SPED AM/PM Routes-Type III		\$43.20	
1 SPED midday Routes		\$48.00	
2 WECEP midday routes		\$48.00	
1 ALC route		\$48.00	
8 buses and Type IIIs			\$433,027
Total			\$467,427

5. **Early Intervention Services (EIS) Transportation Services.** The cost for all EIS bus and Type III van services, other than charters, using one of the following unit costs billed in one-quarter (1/4) hour increments after the first hour.

**Independent School District 152, Moorhead, Minnesota**  
**GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES**

Bus and Van Size	Cost Per Hour	Cost per Year
Class C or D Bus	\$48.00	XXXXXX
Class A or B Bus	\$48.00	XXXXXX
Van or Type III	\$43.20	XXXXXX
6 EIS AM/PM Routes	\$48.00	XXXXXX
5 EIS midday Routes	\$48.00	XXXXXX
Total		\$314,280

6. **Summer School Transportation Services.** The cost for all summer school regular or SPED bus and Type III van services, other than charters, using one of the following unit costs billed in one-quarter (1/4) hour increments after the first hour.

Bus and Van Size	Cost Per Hour
Class C or D Bus	\$45.00
Class A or B Bus	\$45.00
Van or Type III	\$40.50

**Total Services – Items 1 - 6 Above**      Average cost\* per mile = \$6.26      Annual = \$1,571,187

**“On-Demand” Services**

7. **Charters: Extra-curricular and Athletic Trips; Activity and Field Trips.** Trip charge for extra-curricular and athletic trips and school activity and field trips, along with time waiting at the trip destination. Costs for each service shall include all fuel costs, applicable fuel taxes, labor costs, maintenance and repair costs.

	Cost Per Hour	Cost Per Mile	Cost Per 1/4 Hour Waiting	Cost Per Trip	Minimum per Trip
Trips within the school district boundaries					
i. Class C/D Bus	\$45.00	\$ 0.00	\$11.25	\$90.00	XXXX
ii. Class A/B Mini bus	\$45.00	\$ 0.00	\$ 11.25	\$90.00	XXXX
iii. Type III van	\$40.50	\$ 0.00	\$ 10.125	\$81.00	XXXX
Trips outside the school district boundaries					
i. Class C/D Bus	\$45.00	\$ 0.00	\$11.25	XXXX	\$90.00
ii. Class A/B Mini bus	\$45.00	\$ 0.00	\$ 11.25	XXXX	\$90.00
iii. Type III van	\$40.50	\$ 0.00	\$ 10.125	XXXX	\$81.00
iv. Coach bus				quote	
a. Trailer	XXXX	XXXX	XXXX	\$40.00	

- d. Trip charge outside the school district boundaries.

Labor cost for overnight trips      \$ \_\_\_\_\_ per hour ; \$ \_\_\_\_\_ per day max.

Overnight driver expenses      \$ \_\_\_\_\_ per 24 hour day.

- e. Non-peak Rate Discount: non-peak (8:30 am - 2:15pm & after 4:30pm) trip charge discount from regular rates in this item: \_\_\_\_\_ %

8. **Other Transportation Services.** The cost for all “on-demand” services added and not otherwise identified in this Exhibit

Bus and Van Size	Lift?		Cost per Mile*	Cost per Hour
Bus or van			\$ 6.26	



**Independent School District 152, Moorhead, Minnesota**  
**GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES**

**\*Year-end Reconciliation**

The District and the Contractor agree that the last billing for services each year will reconcile the total cost and total miles driven on a cost per mile basis that complies with the applicable state law, using the average cost per mile for this year of the Agreement as shown above as "Total Services – Items 1 – 7 Above"

DRAFT

**Independent School District 152, Moorhead, Minnesota**  
**GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES**

**APPENDIX A-2: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES**

The COST QUOTES for each year of the term shall be submitted based on a maximum of 172 days of school operation and 168 days for kindergarten students.

**SCHOOL YEAR 2013-14 [Year Ending July 31, 2014]**

The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year 0\* % increase over 2012-13

\* 0% + a percentage increase tied to a like unrestricted, real increase in Basic Formula Aid for 2013-14 not to exceed one (1) percent

**APPENDIX A-3: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES**

The COST QUOTES for each year of the term shall be submitted based on a maximum of 172 days of school operation and 168 days for kindergarten students.

The District, in its sole discretion, will reserve the option, consistent with applicable statutes, to extend the contract for a third or fourth year. The District is interested in receiving pricing information about the services for these optional years.

**SCHOOL YEAR 2014-15 [Year Ending July 31, 2015]**

The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year 2% % increase over 2013-14

**SCHOOL YEAR 2015-16 [Year Ending July 31, 2016]**

The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year 0%\* % increase over 2014-15

\* 0% + an additional percentage increase tied to a like unrestricted, real increase in Basic Formula Aid for 2013-14 not to exceed one (1) percent

## STUDENT TRANSPORTATION CONTRACT

THIS AGREEMENT is made and entered into as of the 29th day of May 2012, by and between Independent School District 152 (Moorhead), Moorhead, Clay County, Minnesota, with its District Office at 2410 14<sup>th</sup> Street South, Moorhead, Minnesota 56560, Minnesota, hereinafter called "District" and Red River Acquisitions, Inc. (Red River) with its office at 4838 Highway 75 South, Moorhead, Minnesota 56560, hereinafter called "Contractor."

### WITNESSETH

WHEREAS, Moorhead desires student transportation services to transport certain of its students served by District during the school year.

WHEREAS, Contractor operates a school bus service within and about the geographical boundaries of District.

WHEREAS, pursuant to Minnesota Statutes 2011, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, District and Contractor agree as follows:

#### 1. TERM

The term of this Agreement shall commence July 1, 2012 and shall continue through July 31, 2014 consistent with Article 4, Section 4.1 of the General Specification for Student Transportation Services (SPECIFICATION). For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing August 1 during each year of the term of this Agreement starting with Contract Year 2.

##### a. Extension of Term

This Agreement may be extended, at the discretion of the District consistent with SPECIFICATION Section 4.2 for an additional one (1) or two (2) year period, not to exceed a total of two (2) additional years, based on the terms as the parties have mutually agreed to and included in Exhibit A. All terms and conditions will remain the same except for applicable compensation adjustments described in this Agreement and the SPECIFICATION made a part hereof.

The District shall meet with the Contractor by February 28, 2014, during the second Contract Year, to evaluate the Contractor's performance relative to the requirements in this Agreement. Should the District determine the Contractor's performance has met District expectations, the District administration will make a report to the Board of Education. Should the District determine the Contractor's performance has not met District requirements and expectations, the District administration may make a report to the Board of Education of its desire to not extend the existing Agreement for either or both of the two (2) additional years identified in this section. The Contractor agrees that the District could with notice terminate this Agreement on that basis.

#### 2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, provide student transportation services to certain students identified by District and attending a public school, a non-public or charter school located within or outside the geographical boundary of the District or a school, and provide such number of school buses and personnel as are required to fulfill District's needs for student transportation services as described in SPECIFICATION, which is incorporated in this Agreement.

- a. The SPECIFICATION is incorporated by reference into this Agreement, except for any item modified in this Agreement document and the District motion approving the Agreement.

- b. The District shall assign routes and services to the Contractor, which might deviate in quantity and type from Section 3.1 of the SPECIFICATION.
  - c. **During Contract Years 2012-13 and 2013-14, the regular "to & from" routes assigned to contract service providers by the District will not be less than eight (8) regular "to & from" routes.**
  - d. Nothing in this Agreement shall limit District's rights or responsibilities or prohibit District from exercising such rights and responsibilities outlined in the SPECIFICATION or state law relative to student transportation services.
3. **CALENDAR**  
**SECTION 3.1: Scope of Transportation Services is modified as follows:**  
**The School Year consists of 172 student days for grade 1-12 students and 168 student days for kindergarten students.**
4. **COMPENSATION AND BILLING**  
In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates for services set forth in SPECIFICATION and Exhibit A attached hereto and made a part hereof, which may be adjusted from time to time as provided herein.
- a. **Regular To and From Route Services**  
District shall pay to Contractor by the 15th of each month, September through May during each year of the term of this Agreement an amount calculated by dividing the annual amount by nine (9) payments. Any payment adjustments will be made, if necessary, with a last payment on or about June 15<sup>th</sup> each year.
  - b. **Special Education and Special Needs Transportation and Other Transportation Services**  
Contractor will submit to District a statement of these services rendered during the preceding month not later than the 15th working day after the end of each month during the term of this Agreement. After verification of the statement, District shall pay the amount due to Contractor on or before the twenty-fifth (25th) day after receiving the statement.
  - c. The Contractor will cooperate with the District to establish a billing format and matrix for the appropriate allocation of the regular and special needs route services, and other services, among the funding sources for these services as identified and shown in Exhibit A.
  - d. If the number of scheduled days is increased or decreased, the Contractor shall be paid for the number of days transported.
  - e. In the event the District cancels school, the parties agree that the District will compensate the Contractor with payment of 50% of a full-day charge for regular and special education routes with remaining 50% paid on the day when the cancelled services are rescheduled and provided, if at all.
5. **PROGRAM GROWTH**  
Pursuant to SPECIFICATION Section 3.6, the District will reserve the right to increase or decrease the number of buses or vans and modify the scope of services described in SECTION 3.1 of this SPECIFICATION over the term of the Contract(s), based on the terms described in this SPECIFICATION. The cost of the added or reduced buses or vans will be at the unit cost approved in the Contract(s). Should the program significantly change in scope, e.g. **four-day week**, either party may request, following provisions in the Contract, that appropriate pricing adjustments be considered.

6. **CONTRACT SECURITY**

In consideration of the recent contractual relationship between District and the Contractor, District waives Section 6.2 of the SPECIFICATION at this time. The District reserves the right, at its sole discretion, to cancel or modify this waiver should conditions occur that the District determines requires surety in the form of contract security or other for the performance of this Agreement.

7. **OTHER PROVISIONS**

Contractor agrees to comply with the following:

a. **District Crisis Management Policy**

The Contractor will be familiar and will comply with District crisis management policy and plans where applicable.

b. **Force Majeure**

In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, war, governmental action, labor dispute, including picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this Agreement.

c. **Assignment**

The services contemplated under this Agreement are deemed to be in the nature of personal services. The Contractor, without the prior consent of the District, shall not assign this Agreement. The parties agree that assignment by Contractor of any sums due and owing Contractor under this Agreement shall not constitute an assignment of the Agreement.

d. **Subcontract**

The Contractor shall not subcontract any of the services required to be performed in this Agreement, unless the Contractor has received the full prior consent of District.

e. **Termination**

If either party shall willfully violate any of the covenants or duties imposed upon it by this Agreement, such willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

f. **Survival**

The mutual obligations described in this Agreement shall survive the termination or expiration of this Agreement.

g. **Severability**

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect.

h. **Modification**

District and Contractor may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties. All other terms and conditions will remain as described in this Agreement.

i. **Governing Law**

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in this Agreement to the "State" shall mean the State of Minnesota.



**j. Notices To Parties**

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Postal Service, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

Wayne Kazmierczak  
Assistant Superintendent  
Moorhead Public Schools, ISD 152  
2410 14<sup>th</sup> Street South  
Moorhead, Minnesota 56560

Notices to Contractor shall be addressed to:

Greg Nord  
President  
Red River Acquisitions, Inc.  
4838 Highway 75 South  
Moorhead, Minnesota 56560270

Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

**k. Entire Agreement**

This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 29th day of May 2012.

**Moorhead Public Schools**

By: \_\_\_\_\_

Chair

and \_\_\_\_\_

Clerk

**Red River Acquisitions, Inc.**

By: \_\_\_\_\_

Greg Nord, President



**Independent School District 152, Moorhead, Minnesota**  
**GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES**

**APPENDIX A – Red River Acquisitions**

**APPENDIX A-1: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES**

The COST QUOTES for each year of the term shall be submitted based on a maximum of 172 days of school operation and 168 days for kindergarten students.

**“Basic” Services**

**SCHOOL YEAR 2012-13 [Year Ending July 31, 2013]**

1. **Regular “To and From” Routes.** The cost for all regular “to and from” routes, home-to-school transportation, for the days of school operation A.M. and P.M., using one of the following unit costs.

Bus Size	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Year
83-90 Passenger Bus	\$270.00	\$135.00	XXXXXX
71-77 Passenger Bus	\$270.00	\$135.00	XXXXXX
65 Passenger Bus	\$270.00	\$135.00	XXXXXX
8 Routes	\$270.00	\$135.00	\$371,520

2. **Rates for Excess Mileage and Time – Regular “To and From” Routes (Item 1 above):**

\$ 16.875 per one-quarter (1/4) hour for time in excess of the route times, four (4) “live” hours per day or two (2) “live” hours per ½ day, whichever is greater, computed on a contractor basis per day and not an individual bus basis.

3. **Midday Kindergarten Transportation Services.** The cost for all midday kindergarten route services, using one of the following unit costs billed in one-quarter (1/4) hour increments after the first hour.

Bus and Van Size	Cost Per Hour	Cost per Day	Cost per Year
Class C or D Bus	\$40.00	\$80.00	XXXXXX
Class A or B Bus	\$40.00	\$80.00	XXXXXX
Van or Type III	\$36.00	\$72.00	XXXXXX
2 Midday Routes	\$40.00	\$80.00	\$27,520

4. **Special Education and Special Needs, Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all special education and special needs routes, including home-to-school and midday transportation services, midday regular or SPED shuttle bus and van services, vocational education shuttles, ALC routes, and late activity services, excluding midday kindergarten routes, using one of the following unit costs billed in one-quarter (1/4) hour increments after the first hour.

Bus and Van Size	Lift?		Cost Per Hour
Class C or D Bus	Yes	No	\$45.00
Class A or B Bus	Yes	No	\$45.00
Van or Type III	Yes	No	\$40.50
Bus Assistant/Aide			\$20.00
Lift			XXXX

5. **Summer School Transportation Services.** The cost for all summer school regular or SPED bus and Type III van services, other than charters, using one of the following unit costs billed in one-quarter (1/4) hour increments after the first hour.

Bus and Van Size	Cost Per Hour
Class C or D Bus	\$45.00
Class A or B Bus	\$45.00
Van or Type III	\$40.50

<b>Total Services – Items 1 - 5 Above</b>	Average cost* per mile = \$6.26	Annual = \$ 399,040
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**“On-Demand” Services**

**Independent School District 152, Moorhead, Minnesota**  
**GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES**

6. **Charters: Extra-curricular and Athletic Trips; Activity and Field Trips.** Trip charge for extra-curricular and athletic trips and school activity and field trips, along with time waiting at the trip destination. Costs for each service shall include all fuel costs, applicable fuel taxes, labor costs, maintenance and repair costs.

	Cost Per Hour	Cost Per Mile	Cost Per 1/4 Hour Waiting	Cost Per Trip	Minimum per Trip
Trips within the school district boundaries					
i. Class C/D Bus	\$45.00	\$ 0.00	\$11.25	\$90.00	XXXX
ii. Class A/B Mini bus	\$45.00	\$ 0.00	\$ 11.25	\$90.00	XXXX
iii. Type III van	\$40.50	\$ 0.00	\$ 10.125	\$81.00	XXXX
Trips outside the school district boundaries.					
i. Class C/D Bus	\$45.00	\$ 0.00	\$11.25	XXXX	\$90.00
ii. Class A/B Mini bus	\$45.00	\$ 0.00	\$ 11.25	XXXX	\$90.00
iii. Type III van	\$40.50	\$ 0.00	\$ 10.125	XXXX	\$81.00
iv. Coach bus				quote	
a. Trailer	XXXX	XXXX	XXXX	\$40.00	

- d. Trip charge outside the school district boundaries.

Labor cost for overnight trips \$ \_\_\_\_\_ per hour; \$ \_\_\_\_\_ per day max.

Overnight driver expenses \$ \_\_\_\_\_ per 24 hour day.

- e. Non-peak Rate Discount: non-peak (8:30 am - 2:15pm & after 4:30pm) trip charge discount from regular rates in this item: \_\_\_\_\_ %

7. **Other Transportation Services.** The cost for all "on-demand" services added and not otherwise identified in this Exhibit

Bus and Van Size	Lift?	Cost per Mile*	Cost per Hour
Bus or van		\$ 6.26	

**\*Year-end Reconciliation**

The District and the Contractor agree that the last billing for services each year will reconcile the total cost and total miles driven on a cost per mile basis that complies with the applicable state law, using the average cost per mile for this year of the Agreement as shown above as "Total Services – Items 1 – 7 Above"

**Independent School District 152, Moorhead, Minnesota**  
**GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES**

**APPENDIX A-2: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES**

The COST QUOTES for each year of the term shall be submitted based on a maximum of 172 days of school operation and 168 days for kindergarten students.

**SCHOOL YEAR 2013-14 [Year Ending July 31, 2014]**

The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year 0\* % increase over 2012-13

\* 0% + a percentage increase tied to a like unrestricted, real increase in Basic Formula Aid for 2013-14 not to exceed one (1) percent

**APPENDIX A-3: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES**

The COST QUOTES for each year of the term shall be submitted based on a maximum of 172 days of school operation and 168 days for kindergarten students.

The District, in its sole discretion, will reserve the option, consistent with applicable statutes, to extend the contract for a third or fourth year. The District is interested in receiving pricing information about the services for these optional years.

**SCHOOL YEAR 2014-15 [Year Ending July 31, 2015]**

The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year 2% % increase over 2013-14

**SCHOOL YEAR 2015-16 [Year Ending July 31, 2016]**

The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year 0%\* % increase over 2014-15

\* 0% + an additional percentage increase tied to a like unrestricted, real increase in Basic Formula Aid for 2013-14 not to exceed one (1) percent

## STUDENT TRANSPORTATION CONTRACT

THIS AGREEMENT is made and entered into as of the 29th day of May 2012, by and between Independent School District 152 (Moorhead), Moorhead, Clay County, Minnesota, with its District Office at 2410 14<sup>th</sup> Street South, Moorhead, Minnesota 56560, Minnesota, hereinafter called "District" and Schuck Bus Service (Schuck) with its office at 1620 29<sup>th</sup> Avenue South, Moorhead, Minnesota 56560, hereinafter called "Contractor."

### WITNESSETH

WHEREAS, Moorhead desires student transportation services to transport certain of its students served by District during the school year.

WHEREAS, Contractor operates a school bus service within and about the geographical boundaries of District.

WHEREAS, pursuant to Minnesota Statutes 2011, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, District and Contractor agree as follows:

#### 1. TERM

The term of this Agreement shall commence July 1, 2012 and shall continue through July 31, 2014 consistent with Article 4, Section 4.1 of the General Specification for Student Transportation Services (SPECIFICATION). For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing August 1 during each year of the term of this Agreement starting with Contract Year 2.

##### a. Extension of Term

This Agreement may be extended, at the discretion of the District consistent with SPECIFICATION Section 4.2 for an additional one (1) or two (2) year period, not to exceed a total of two (2) additional years, based on the terms as the parties have mutually agreed to and included in Exhibit A. All terms and conditions will remain the same except for applicable compensation adjustments described in this Agreement and the SPECIFICATION made a part hereof.

The District shall meet with the Contractor by February 28, 2014, during the second Contract Year, to evaluate the Contractor's performance relative to the requirements in this Agreement. Should the District determine the Contractor's performance has met District expectations, the District administration will make a report to the Board of Education. Should the District determine the Contractor's performance has not met District requirements and expectations, the District administration may make a report to the Board of Education of its desire to not extend the existing Agreement for either or both of the two (2) additional years identified in this section.

The Contractor agrees that the District could with notice terminate this Agreement on that basis.

#### 2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, provide student transportation services to certain students identified by District and attending a public school, a non-public or charter school located within or outside the geographical boundary of the District or a school, and provide such number of school buses and personnel as are required to fulfill District's needs for student transportation services as described in SPECIFICATION, which is incorporated in this Agreement.

- a. The SPECIFICATION is incorporated by reference into this Agreement, except for any item modified in this Agreement document and the District motion approving the Agreement.



- b. The District shall assign routes and services to the Contractor, which might deviate in quantity and type from Section 3.1 of the SPECIFICATION.
- c. **During Contract Years 2012-13 and 2013-14, the regular "to & from" routes assigned to contract service providers by the District will not be less than seven (7) regular "to & from" routes.**
- d. Nothing in this Agreement shall limit District's rights or responsibilities or prohibit District from exercising such rights and responsibilities outlined in the SPECIFICATION or state law relative to student transportation services.

**3. CALENDAR**

**SECTION 3.1: Scope of Transportation Services is modified as follows:**

**The School Year consists of 172 student days for grade 1-12 students and 168 student days for kindergarten students.**

**4. COMPENSATION AND BILLING**

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates for services set forth in SPECIFICATION and Exhibit A attached hereto and made a part hereof, which may be adjusted from time to time as provided herein.

**a. Regular To and From Route Services**

District shall pay to Contractor by the 15th of each month, September through May during each year of the term of this Agreement an amount calculated by dividing the annual amount by nine (9) payments. Any payment adjustments will be made, if necessary, with a last payment on or about June 15<sup>th</sup> each year.

**b. Special Education and Special Needs Transportation and Other Transportation Services**

Contractor will submit to District a statement of these services rendered during the preceding month not later than the 15th working day after the end of each month during the term of this Agreement. After verification of the statement, District shall pay the amount due to Contractor on or before the twenty-fifth (25th) day after receiving the statement.

- c. The Contractor will cooperate with the District to establish a billing format and matrix for the appropriate allocation of the regular and special needs route services, and other services, among the funding sources for these services as identified and shown in Exhibit A.
- d. If the number of scheduled days is increased or decreased, the Contractor shall be paid for the number of days transported.
- e. In the event the District cancels school, the parties agree that the District will compensate the Contractor with payment of 50% of a full-day charge for regular and special education routes with remaining 50% paid on the day when the cancelled services are rescheduled and provided, if at all.

**5. PROGRAM GROWTH**

Pursuant to SPECIFICATION Section 3.6, the District will reserve the right to increase or decrease the number of buses or vans and modify the scope of services described in SECTION 3.1 of this SPECIFICATION over the term of the Contract(s), based on the terms described in this SPECIFICATION. The cost of the added or reduced buses or vans will be at the unit cost approved in the Contract(s). Should the program significantly change in scope, e.g. **four-day week**, either party may request, following provisions in the Contract, that appropriate pricing adjustments be considered.

**6. CONTRACT SECURITY**

In consideration of the recent contractual relationship between District and the Contractor, District waives Section 6.2 of the SPECIFICATION at this time. The District reserves the right, at its sole discretion, to cancel or modify this waiver should conditions occur that the District determines requires surety in the form of contract security or other for the performance of this Agreement.

**7. OTHER PROVISIONS**

Contractor agrees to comply with the following:

**a. District Crisis Management Policy**

The Contractor will be familiar and will comply with District crisis management policy and plans where applicable.

**b. Force Majeure**

In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, war, governmental action, labor dispute, including picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this Agreement.

**c. Assignment**

The services contemplated under this Agreement are deemed to be in the nature of personal services. The Contractor, without the prior consent of the District, shall not assign this Agreement. The parties agree that assignment by Contractor of any sums due and owing Contractor under this Agreement shall not constitute an assignment of the Agreement.

**d. Subcontract**

The Contractor shall not subcontract any of the services required to be performed in this Agreement, unless the Contractor has received the full prior consent of District.

**e. Termination**

If either party shall willfully violate any of the covenants or duties imposed upon it by this Agreement, such willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

**f. Survival**

The mutual obligations described in this Agreement shall survive the termination or expiration of this Agreement.

**g. Severability**

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect.

**h. Modification**

District and Contractor may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties. All other terms and conditions will remain as described in this Agreement.

**i. Governing Law**

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in this Agreement to the "State" shall mean the State of Minnesota.



**j. Notices To Parties**

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Postal Service, postage prepaid, registered or certified mail.

Notices to District shall be addressed to: Wayne Kazmierczak  
Assistant Superintendent  
Moorhead Public Schools, ISD 152  
2410 14<sup>th</sup> Street South  
Moorhead, Minnesota 56560

Notices to Contractor shall be addressed to: Mark Schuck  
Owner  
Schuck Bus Service  
1620 29<sup>th</sup> Avenue South  
Moorhead, Minnesota 56560

Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

**k. Entire Agreement**

This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 29th day of May 2012.

**Moorhead Public Schools**

By: \_\_\_\_\_

Chair

and \_\_\_\_\_

Clerk

**Schuck Bus Service**

By: \_\_\_\_\_

Mark Schuck, Owner

**Independent School District 152, Moorhead, Minnesota**  
**GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES**

**APPENDIX A – Schuck Bus Service**

**APPENDIX A-1: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES**

The COST QUOTES for each year of the term shall be submitted based on a maximum of 172 days of school operation and 168 days for kindergarten students.

**“Basic” Services**

**SCHOOL YEAR 2012-13 [Year Ending July 31, 2013]**

1. **Regular “To and From” Routes.** The cost for all regular “to and from” routes, home-to-school transportation, for the days of school operation A.M. and P.M., using one of the following unit costs.

Bus Size	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Year
83-90 Passenger Bus	\$270.00	\$135.00	XXXXXX
71-77 Passenger Bus	\$270.00	\$135.00	XXXXXX
65 Passenger Bus	\$270.00	\$135.00	XXXXXX
7 Routes	\$270.00	\$135.00	\$325,080

2. **Rates for Excess Mileage and Time – Regular “To and From” Routes (Item 1 above):**

\$ 16.875 per one-quarter (1/4) hour for time in excess of the route times, four (4) “live” hours per day or two (2) “live” hours per ½ day, whichever is greater, computed on a contractor basis per day and not an individual bus basis.

3. **Midday Kindergarten Transportation Services.** The cost for all midday kindergarten route services, using one of the following unit costs billed in one-quarter (1/4) hour increments after the first hour.

Bus and Van Size	Cost Per Hour	Cost per Day	Cost per Year
Class C or D Bus	\$40.00	\$80.00	XXXXXX
Class A or B Bus	\$40.00	\$80.00	XXXXXX
Van or Type III	\$36.00	\$72.00	XXXXXX

4. **Special Education and Special Needs, Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all special education and special needs routes, including home-to-school and midday transportation services, midday regular or SPED shuttle bus and van services, vocational education shuttles, ALC routes, and late activity services, excluding midday kindergarten routes, using one of the following unit costs billed in one-quarter (1/4) hour increments after the first hour.

Bus and Van Size	Lift?		Cost Per Hour
Class C or D Bus	Yes	No	\$45.00
Class A or B Bus	Yes	No	\$45.00
Van or Type III	Yes	No	\$40.50
Bus Assistant/Aide			\$20.00
Lift			XXXX

5. **Summer School Transportation Services.** The cost for all summer school regular or SPED bus and Type III van services, other than charters, using one of the following unit costs billed in one-quarter (1/4) hour increments after the first hour.

Bus and Van Size	Cost Per Hour
Class C or D Bus	\$45.00
Class A or B Bus	\$45.00
Van or Type III	\$40.50

<b>Total Services – Items 1 - 5 Above</b>	Average cost* per mile = \$6.26	Annual = \$ 325,080
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**“On-Demand” Services**

**Independent School District 152, Moorhead, Minnesota**  
**GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES**

6. **Charters: Extra-curricular and Athletic Trips; Activity and Field Trips.** Trip charge for extra-curricular and athletic trips and school activity and field trips, along with time waiting at the trip destination. Costs for each service shall include all fuel costs, applicable fuel taxes, labor costs, maintenance and repair costs.

	Cost Per Hour	Cost Per Mile	Cost Per 1/4 Hour Waiting	Cost Per Trip	Minimum per Trip
Trips within the school district boundaries					
i. Class C/D Bus	\$45.00	\$ 0.00	\$11.25	\$90.00	XXXX
ii. Class A/B Mini bus	\$45.00	\$ 0.00	\$ 11.25	\$90.00	XXXX
iii. Type III van	\$40.50	\$ 0.00	\$ 10.125	\$81.00	XXXX
Trips outside the school district boundaries.					
i. Class C/D Bus	\$45.00	\$ 0.00	\$11.25	XXXX	\$90.00
ii. Class A/B Mini bus	\$45.00	\$ 0.00	\$ 11.25	XXXX	\$90.00
iii. Type III van	\$40.50	\$ 0.00	\$ 10.125	XXXX	\$81.00
iv. Coach bus				quote	
a. Trailer	XXXX	XXXX	XXXX	\$40.00	

- d. Trip charge outside the school district boundaries.

Labor cost for overnight trips \$ \_\_\_\_\_ per hour ; \$ \_\_\_\_\_ per day max.

Overnight driver expenses \$ \_\_\_\_\_ per 24 hour day.

- e. Non-peak Rate Discount: non-peak (8:30 am - 2:15pm & after 4:30pm) trip charge discount from regular rates in this item: \_\_\_\_\_ %

7. **Other Transportation Services.** The cost for all "on-demand" services added and not otherwise identified in this Exhibit

Bus and Van Size	Lift?	Cost per Mile*	Cost per Hour
Bus or van		\$ 6.26	

**\*Year-end Reconciliation**

The District and the Contractor agree that the last billing for services each year will reconcile the total cost and total miles driven on a cost per mile basis that complies with the applicable state law, using the average cost per mile for this year of the Agreement as shown above as "Total Services - Items 1 - 7 Above"

**Independent School District 152, Moorhead, Minnesota**  
**GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES**

**APPENDIX A-2: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES**

The COST QUOTES for each year of the term shall be submitted based on a maximum of 172 days of school operation and 168 days for kindergarten students.

**SCHOOL YEAR 2013-14 [Year Ending July 31, 2014]**

The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year 0\* % increase over 2012-13

\* 0% + a percentage increase tied to a like unrestricted, real increase in Basic Formula Aid for 2013-14 not to exceed one (1) percent

**APPENDIX A-3: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES**

The COST QUOTES for each year of the term shall be submitted based on a maximum of 172 days of school operation and 168 days for kindergarten students.

The District, in its sole discretion, will reserve the option, consistent with applicable statutes, to extend the contract for a third or fourth year. The District is interested in receiving pricing information about the services for these optional years.

**SCHOOL YEAR 2014-15 [Year Ending July 31, 2015]**

The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year 2% % increase over 2013-14

**SCHOOL YEAR 2015-16 [Year Ending July 31, 2016]**

The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year 0%\* % increase over 2014-15


\* 0% + an additional percentage increase tied to a like unrestricted, real increase in Basic Formula Aid for 2013-14 not to exceed one (1) percent



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.084 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: May 22, 2012

SUBJECT: Approval of Bids – Robert Asp Elementary Security Improvements

Bids for work related to Robert Asp Elementary security improvements to the main entry and office area are being opened on May 29, 2012. Information from the bid opening will be reviewed with the project architect, Zerr-Berg Architects, Inc. and construction manager, Gehrtz Construction Services. A recommendation for action will be made at the May 29, 2012 School Board meeting.

Suggested Resolution: Move to approve the bids for the Robert Asp Elementary security improvements as presented.

WAK:nls



## Department of School Improvement and Accountability Moorhead Area Public Schools

Memo SIA.12.018 R

TO: Dr. Lynne A. Kovash, Superintendent

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

DATE: May 22, 2012

SUBJECT: Update on State of Minnesota's No Child Left Behind Waiver

At the May 19, 2012 School Board meeting, there will be an overview and discussion regarding the changes to No Child Left Behind (NCLB) law in the State of Minnesota. Attachments include a letter from Minnesota's Commissioner of Education, a PowerPoint prepared by the Minnesota Department of Education (MDE) regarding Minnesota's Accountability System, and initial Multiple Measurement Rating and Focus Rating reports for each school.

The waiver will require that each building be given an annual Multiple Measurement Rating (MMR), which consists of four measurements: 1) proficiency, 2) student growth, 3) achievement gap closure and 4) graduation rate. The MMR will be used to assign Title I schools to three categories: 1) reward schools, 2) focus schools and 3) priority schools.

At this time, Ellen Hopkins has been designated as a focus school. A focus school is defined as one of 10 percent of Title I schools showing the largest achievement gaps in the state for one or more groups of students. Ellen Hopkins must partner with the district and MDE to implement interventions to help improve the performance of the school's lowest-performing subgroups.

MOE:nls  
Attachments



Dear Parent and/or Guardian:

Last fall I wrote to you about Minnesota's request for a waiver from the federal No Child Left Behind (NCLB) law. We sought this waiver because it was clear after more than a decade that while the goals of NCLB were worthy, the law's strict emphasis on single test scores had not significantly helped move achievement for students, and had in fact, mislabeled too many schools as failing, while not recognizing those having tremendous success.

Well the good news is – we got our waiver! So today, I'd like to talk with you about what this means for your child's school, our state's efforts to ensure all students are performing at their full potential, and our plans to work together with schools to help make that happen.

One of the first things we've done is to set new accountability targets. Our highest priority – and my personal commitment – is to ensure all children, not just some children, are doing well. To help us do that, we set an aggressive goal of closing achievement gaps by 50 percent over the next 6 years, and developed new measures that will monitor our progress in closing those gaps. We know the goal is ambitious, but we also believe it is reachable.

Second, we will begin using a new tool called the Multiple Measurement Rating (MMR) to gauge school performance in four areas:

1. Did the school meet its performance target?
2. Did individual students meet their growth target? Put more simply, are students making expected progress?
3. Did the school make progress closing its overall achievement gaps?
4. In the case of high schools, did the school increase its graduation rate?

Finally, rather than simply designating all schools as either "failing" or "not failing," we'll begin using new designations to identify only those schools that receive federal Title I funding. These designations, based upon the MMR, are:

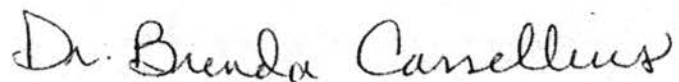
- Reward Schools - The 15 percent highest-performing Title I schools in the state. These schools will be recognized annually.
- Focus Schools - The 10 percent of Title I schools showing the largest achievement gaps in the state for one or more groups of students
- Priority Schools – The bottom 5 percent of schools on the MMR – our most persistently low-performing schools

For those schools designated as Priority and Focus schools, please know that the Minnesota Department of Education (MDE) will be working closely with your school leaders on their school improvement plans. Our goal is not to label a school and leave, but rather to stand beside and work with schools most in need of support, and to applaud and recognize their efforts as they begin to show results. By the same token, schools designated Reward schools will be celebrated for the great work they're doing, even as we work to learn from and replicate their success.

As I said last fall, no single factor should be used as the sole indicator of a school's performance. In addition to the MMR, I would encourage you to look at your child's test scores and other class work, and to visit with your teachers and principal to learn more their efforts to meet student's needs. I also suggest you visit the data center at the Minnesota Department of Education website <http://education.state.mn.us/MDEAnalytics/Reports.jsp>, where you will find a wealth of information about all of Minnesota's schools.

Every Minnesota child deserves a high quality education, no matter where they live or their socio-economic background. We believe our new accountability system will help make that goal a reality by providing a more accurate look at how our schools are doing and providing resources and support to the schools that need it most.

Sincerely,

A handwritten signature in cursive script that reads "Dr. Brenda Cassellius".

Dr. Brenda Cassellius  
Commissioner

## Minnesota's Proposed Accountability System

Minnesota Department of  
Education

*"Leading for educational excellence and equity. Every day for every one."*

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## What Stays the Same?

- Academic Standards
- Assessments
- Public Reporting
- Calculating AYP
- Disaggregating data

Minnesota Department of  
Education

education.state.mn.us

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## What do we get in the waiver?

- New AYP targets
- Eliminate sanctions for not making AYP
- Eliminate financial set-asides for AYP
- Greater flexibility with federal funds
- Flexibility in school improvement planning

Minnesota Department of  
Education

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### What is our new accountability system?

- Focused on closing the achievement gap and promoting high growth for all students
- Built around multiple measurements
- Creating incentives for high performance
- Directly addressing the achievement gap for the first time
- Providing support for locally-developed school improvement plans

Missouri Department of  
Education

education.state.mo.us

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### Multiple Measurements

- ALL schools will be given an annual Multiple Measurements Rating (MMR)
- MMR consists of four measurements:
  - Proficiency
  - Student Growth
  - Achievement Gap Closure
  - Graduation Rate

Missouri Department of  
Education

education.state.mo.us

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### Proficiency

- Proficiency domain uses AYP index model.
- Schools earn points based on a weighted percentage of subgroups making AYP.
- Weighting is based on the size of subgroups.
- Unlike in AYP calculation, in MMR Proficiency, groups can't make AYP through Safe Harbor.

Missouri Department of  
Education

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## Growth

- Growth measures ability of schools to get students to exceed predicted growth.
- Growth predictions based on students' last assessment result.
- Predictions generated by looking at two cohorts of students, where they scored one year and where they scored the next year.
- Student growth score based on being above or below prediction.
- School growth score is average of student growth scores.

Missouri Department of  
Education

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## Achievement Gap Reduction

- Measures the ability of schools to get higher levels of growth from lower-performing subgroups than statewide average growth for higher-performing subgroups.
- Growth of individual subgroups of students of color compared to growth of white students, EIs compared to non-EIs, FRPs compared to non-FRPs, SPED compared to non-SPED.
- Subtract schools' growth scores for lower-performing groups from statewide averages of higher-performing groups.
- Negative score indicates success.

Missouri Department of  
Education

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## Graduation Rate

- Uses same methodology as Proficiency domain.
- Looks at the percentage of subgroups that made AYP in graduation rate.
- Current AYP grad rate targets are 85%.
- Targets are changing next year.
- Groups can only get credit for meeting the target, not through year-to-year improvements.

Missouri Department of  
Education

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### Total MMR

- Each domain is worth 25 points.
- The MMR is generated by dividing the total number of points earned by the total number of points possible.
- For most elementary and middle schools, 75 points possible. For most high schools 100 points possible.
- The MMR is a 0-100 percentage for all schools.

Massachusetts Department of  
Education

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### Recognition, Accountability and Support

- MMR used to assign Title I schools to three categories:
  - Reward Schools (15 percent of Title I Schools)
  - Focus Schools (10 percent of Title I Schools)
  - Priority Schools (5 percent of Title I schools)

Massachusetts Department of  
Education

education.state.ma.us

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### What about the "other 70 percent"?

- Annual reporting of more data than ever before
- Continued reporting of AYP
- Two additional categories of schools:
  - Celebration Schools ("Next 10 percent")
  - Continuous Improvement Schools (Bottom 25 percent)

Massachusetts Department of  
Education

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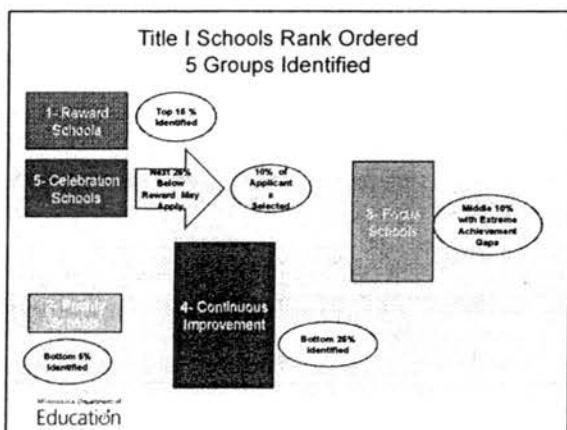
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What are our Multiple Measurement Ratings?

MOORHEAD PUBLIC SCHOOL DISTRICT

ELLEN HOPKINS ELEMENTARY

2011

Analyze in more detail:

Find a District/School like mine

District

School

## Multiple Measurement Designation

This school is currently designated as a FOCUS school.

Focus Schools are ten percent of Title I schools with the largest achievement gap or high schools with graduation rates of less than 60 percent. They will be identified in one of two ways:

1. the lowest Focus Ratings in their grade classification group (elementary, middle school, high school, other), or
2. graduation rates of less than 60 percent.

They will work with their district to develop an improvement plan that directly addresses poor performance or graduation rates within a subgroup. Every three years a new group of focus schools will be identified.

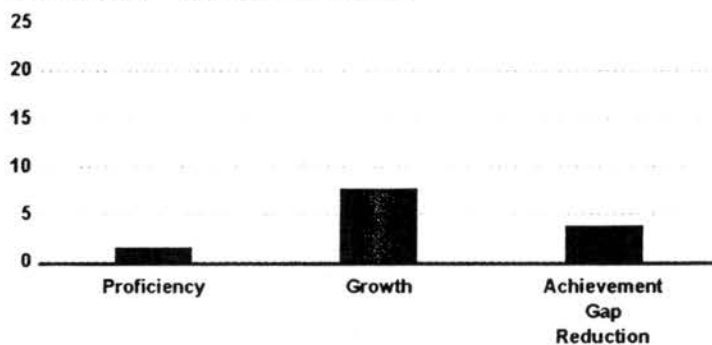
## Comparison Group

Elementary School

## Title I Status

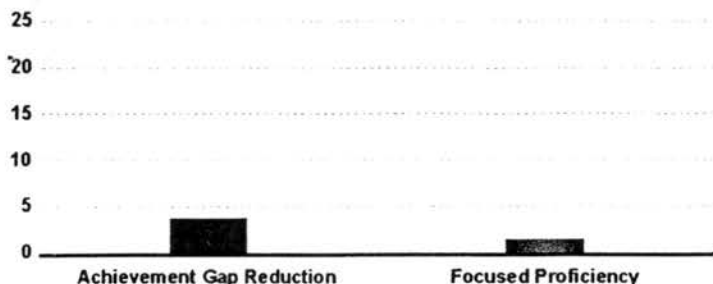
Applied for Title I funding in 2012 (2011-12 school year)

## 2011 Multiple Measurement Domains



Proficiency	1.56
Growth	7.79
Achievement Gap Reduction	3.81
Total Points	13.16
Points Possible	75
Multiple Measurement Rating (MMR)	17.54%

## 2011 Focus Domains



Achievement Gap Reduction	3.81
Focused Proficiency	1.51
Total Points	5.32
Points Possible	50
Focus Rating (FR)	10.64%

### ELLEN HOPKINS ELEMENTARY

2020 SOUTH 11TH STREET/MOORHEAD MN 56560-3696

tel: 218 284 4300

K-5

web:

[Multiple Measurement Rating](#)

[FAQ](#)

[Glossary](#)

The Multiple Measurement Rating (MMR) is a measurement of school performance used for holding schools accountable under Minnesota's approved No Child Left Behind waiver. The MMR considers the proficiency, growth, achievement gap reduction and graduation rates of schools. Points are assigned in each of the four domains based on a school's percentile rank among schools with the same grade range, and the total MMR is the percentage of possible points that the school earned. The Focus Rating (FR) is a secondary measurement within the MMR that measures schools specifically on the performance of student subgroups that exhibit a statistical achievement gap in Minnesota.

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MOORHEAD PUBLIC SCHOOL DISTRICT

R. ASP ELEMENTARY

2011

Analyze in more detail:

Find a District/School like mine

District

School

## Multiple Measurement Designation

This school has not been designated as a Priority, Focus or Reward School.

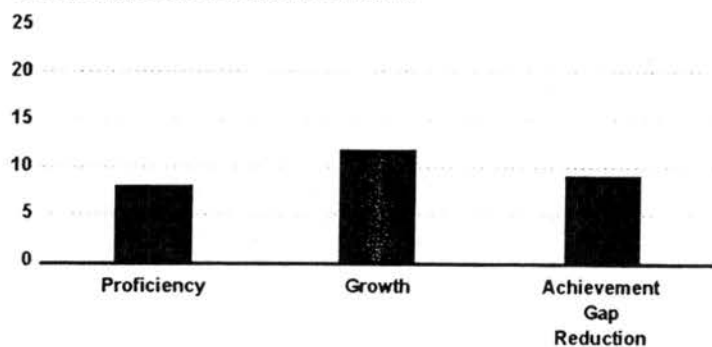
## Comparison Group

Elementary School

## Title I Status

Applied for Title I funding in 2012 (2011-12 school year)

## 2011 Multiple Measurement Domains



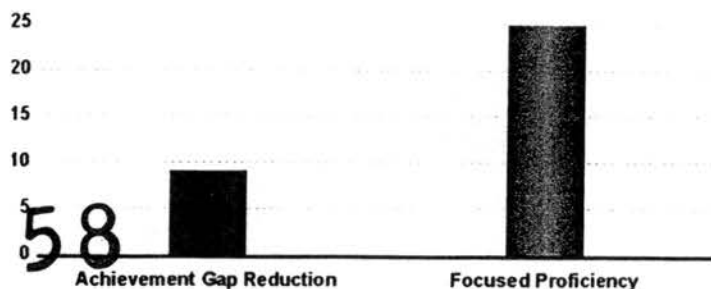
Proficiency	8.07
Growth	11.85
Achievement Gap Reduction	9.16

Total Points 29.08

Points Possible 75

Multiple Measurement Rating (MMR) 38.77%

## 2011 Focus Domains



Achievement Gap Reduction	9.16
Focused Proficiency	24.99
Total Points	34.15
Points Possible	50
Focus Rating (FR)	68.29%

R. ASP ELEMENTARY

910 N 11TH STREET/MOORHEAD MN 56560-3696

tel: 218 284 6300

K-5

web:

Multiple Measurement Rating

FAQ

Glossary

The Multiple Measurement Rating (MMR) is a measurement of school performance used for holding schools accountable under Minnesota's approved No Child Left Behind waiver. The MMR considers the proficiency, growth, achievement gap reduction and graduation rates of schools. Points are assigned in each of the four domains based on a school's percentile rank among schools with the same grade range, and the total MMR is the percentage of possible points that the school earned. The Focus Rating (FR) is a secondary measurement within the MMR that measures schools specifically on the performance of student subgroups that exhibit a statistical achievement gap in Minnesota.

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MOORHEAD PUBLIC SCHOOL DISTRICT

S.G.REINERTSEN ELEMENTARY

2011

Analyze in more detail:

Find a District/School like mine

District

School

## Multiple Measurement Designation

This school has not been designated as a Priority, Focus or Reward School.

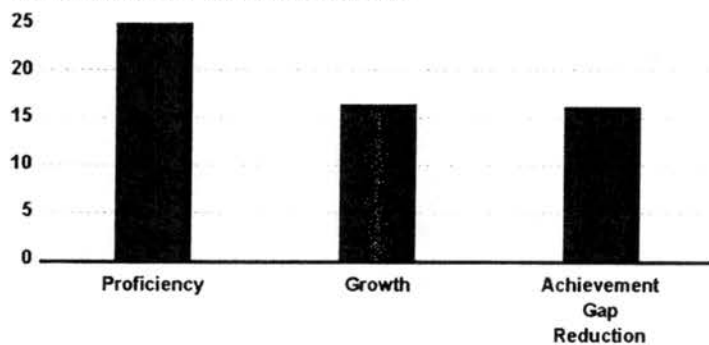
## Comparison Group

Elementary School

## Title I Status

Did not apply for Title I funding in 2012 (2011-12 school year)

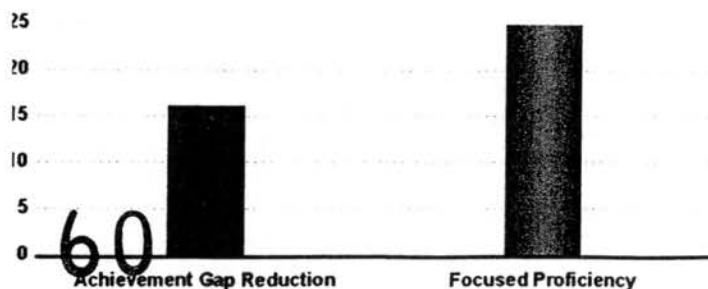
## 2011 Multiple Measurement Domains



Proficiency	24.99
Growth	16.43
Achievement Gap Reduction	16.19

Total Points	57.6
Points Possible	75
Multiple Measurement Rating (MMR)	76.80%

## 2011 Focus Domains





Achievement Gap Reduction	16.19
Focused Proficiency	24.99
Total Points	41.17
Points Possible	50
Focus Rating (FR)	82.34%

S.G.REINERTSEN ELEMENTARY

1201 40TH AVENUE S/MOORHEAD MN 56560-7416

tel: 218 284 5300

K-5

web:

Multiple Measurement Rating

FAQ

Glossary

The Multiple Measurement Rating (MMR) is a measurement of school performance used for holding schools accountable under Minnesota's approved No Child Left Behind waiver. The MMR considers the proficiency, growth, achievement gap reduction and graduation rates of schools. Points are assigned in each of the four domains based on a school's percentile rank among schools with the same grade range, and the total MMR is the percentage of possible points that the school earned. The Focus Rating (FR) is a secondary measurement within the MMR that measures schools specifically on the performance of student subgroups that exhibit a statistical achievement gap in Minnesota.

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What are our Multiple Measurement Ratings?

MOORHEAD PUBLIC SCHOOL DISTRICT

HORIZON MIDDLE SCHOOL

2011

Analyze in more detail:

Find a District/School like mine

District

School

## Multiple Measurement Designation

This school has not been designated as a Priority, Focus or Reward School.

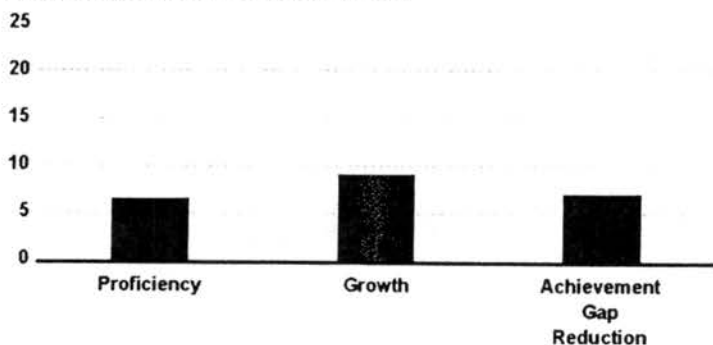
## Comparison Group

Middle School

## Title I Status

Did not apply for Title I funding in 2012 (2011-12 school year)

## 2011 Multiple Measurement Domains



Proficiency 6.53

Growth 9.1

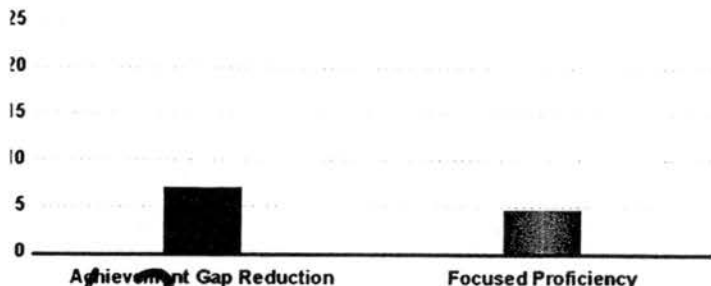
Achievement Gap Reduction 7.09

Total Points 22.71

Points Possible 75

Multiple Measurement Rating (MMR) 30.28%

## 2011 Focus Domains



Achievement Gap Reduction	7.09
Focused Proficiency	4.74
Total Points	11.83
Points Possible	50
Focus Rating (FR)	23.66%

#### HORIZON MIDDLE SCHOOL

3601 12TH AVENUE S/MOORHEAD MN 56560-8100

tel: 218 284 7300 6-8

web:

Multiple Measurement Rating

FAQ

Glossary

The Multiple Measurement Rating (MMR) is a measurement of school performance used for holding schools accountable under Minnesota's approved No Child Left Behind waiver. The MMR considers the proficiency, growth, achievement gap reduction and graduation rates of schools. Points are assigned in each of the four domains based on a school's percentile rank among schools with the same grade range, and the total MMR is the percentage of possible points that the school earned. The Focus Rating (FR) is a secondary measurement within the MMR that measures schools specifically on the performance of student subgroups that exhibit a statistical achievement gap in Minnesota.

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What are our Multiple Measurement Ratings?

MOORHEAD PUBLIC SCHOOL DISTRICT

MOORHEAD HIGH SCHOOL

2011

Analyze in more detail:

Find a District/School like mine

District

School

## Multiple Measurement Designation

This school has not been designated as a Priority, Focus or Reward School.

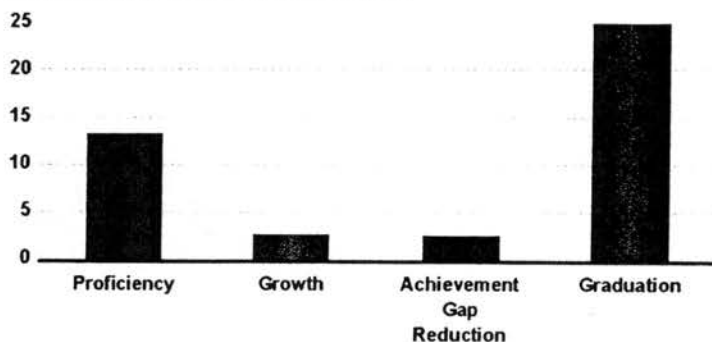
## Comparison Group

High School

## Title I Status

Did not apply for Title I funding in 2012 (2011-12 school year)

## 2011 Multiple Measurement Domains



Proficiency	13.28
Growth	2.7
Achievement Gap Reduction	2.56
Graduation	24.96
Total Points	43.51
Points Possible	100
Multiple Measurement Rating (MMR)	43.51%

## 2011 Focus Domains



Achievement Gap Reduction	Focused Proficiency
Achievement Gap Reduction	2.56
Focused Proficiency	4.42
Total Points	6.98
Points Possible	50
Focus Rating (FR)	13.96%

**MOORHEAD HIGH SCHOOL**

2300 4TH AVENUE SOUTH/MOORHEAD MN 56560-3298

tel: 218 284 2300 9-12

web:

Multiple Measurement Rating

FAQ

Glossary

The Multiple Measurement Rating (MMR) is a measurement of school performance used for holding schools accountable under Minnesota's approved No Child Left Behind waiver. The MMR considers the proficiency, growth, achievement gap reduction and graduation rates of schools. Points are assigned in each of the four domains based on a school's percentile rank among schools with the same grade range, and the total MMR is the percentage of possible points that the school earned. The Focus Rating (FR) is a secondary measurement within the MMR that measures schools specifically on the performance of student subgroups that exhibit a statistical achievement gap in Minnesota.

# Data for Parents and Educators

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Your current data search results:

What are our Multiple Measurement Ratings?

MOORHEAD PUBLIC SCHOOL DISTRICT

RR AREA LEARNING CENTER

2011

Analyze in more detail:

Find a District/School like mine

District

School

## Multiple Measurement Designation

This school has not been designated as a Priority, Focus or Reward School.

## Comparison Group

Other School

## Title I Status

Did not apply for Title I funding in 2012 (2011-12 school year)

## 2011 Multiple Measurement Domains

25

20

15

10

5

0

Proficiency

Growth

Achievement  
Gap  
Reduction

Proficiency

0

Growth

0.86

Achievement Gap Reduction

2.75

Total Points

3.61

Points Possible

50

Multiple Measurement Rating (MMR)

7.21%

## 2011 Focus Domains

25

20

15

10

5

0

Achievement Gap Reduction

Focused Proficiency



Achievement Gap Reduction	2.75
Focused Proficiency	0
Total Points	2.75
Points Possible	25
Focus Rating (FR)	NA

RR AREA LEARNING CENTER

1100 32ND AVENUE S/MOORHEAD MN 56560-2892

tel: 218 284 2230 5-12

web:

Multiple Measurement Rating

FAQ

Glossary

The Multiple Measurement Rating (MMR) is a measurement of school performance used for holding schools accountable under Minnesota's approved No Child Left Behind waiver. The MMR considers the proficiency, growth, achievement gap reduction and graduation rates of schools. Points are assigned in each of the four domains based on a school's percentile rank among schools with the same grade range, and the total MMR is the percentage of possible points that the school earned. The Focus Rating (FR) is a secondary measurement within the MMR that measures schools specifically on the performance of student subgroups that exhibit a statistical achievement gap in Minnesota.



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.103R

TO: School Board

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

DATE: May 22, 2012

SUBJECT: First Reading of Policies

The School Board will conduct a first reading of the following policies: Inclusive Educational Program 609, Policies Incorporated by Reference for Employees/Personnel 499, Student Discipline 551, MAPS District Weapons Policy 576, Prohibiting Intimidation and Bullying 578, Policies Incorporated by Reference for Students 599, Health and Safety 714, Student Transportation Safety 721, and Community Use of School Facilities and Equipment 904

LAK:mde  
Attachments

## **Inclusive Educational Program**

**Type:** School Board Policy  
**Section:** 600 EDUCATION PROGRAMS  
**Code:** 609  
**Adopted Date:** 9/10/2007  
**Revised Date(s):**  
**Reviewed Date(s):**  
**Attached Files:** No Documents Found.

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### **I. PURPOSE**

The purpose of the policy is to establish and maintain an inclusive educational program as defined in Minnesota Statutes 3500.0550.

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

~~A.~~ It is the intent of the Moorhead ~~Area Public~~ School Board to establish and maintain an educational program for students and staff which is inclusive of the cultural diversity of the United States and which reflects the historical and contemporary contribution of persons of American Indians/Alaskan Natives, Asian/Pacific Americans, Black Americans, ~~and~~ Hispanic Americans, and Americans of European ancestry; females and males and persons with disabilities.

### **~~III. RATIONALE~~**

~~A. We must ensure that our schools help students understand and appreciate all Americans whether or not they are of different racial and cultural heritage.~~

~~B. We must encourage males and females in our education program to understand the importance of the full utilization of all human resources in our society.~~

### **~~IV. EDUCATION PLAN~~**

A. The Inclusive Education Plan will provide a framework and process for the integration of multicultural, gender-fair concepts throughout the educational program. A program which is multicultural and gender-fair will:

1. Foster understanding and appreciation of cultural diversity, ~~with emphasis on American Indians/Alaskan Natives, Asian/Pacific Americans, Black Americans and Hispanic Americans as well as on Americans of European ancestry and~~ that will reflect the wide range of contributions by and roles open to Americans of all races and cultures.

2. Emphasize the historical and contemporary contributions to society of women as well as men. Special emphasis will be placed on the contributions of women. The program will reflect the wide range of roles open to American women and men.

3. Emphasize the historical and contemporary contributions to society of persons with disabilities and ~~will~~ reflect the wide range of roles open to individuals with disabilities.

B. The Inclusive Education Plan will:

1. Provides for an educational system that is sensitive to the "whole learner." Therefore, all aspects of the students' social, emotional, physiological and cultural needs must be addressed in order to provide a quality education.

2. Provides for staff development programming to assist staff in understanding and providing strategies to meet the needs of all students.

3. Provides for curriculum development/review and instructional strategies ~~are~~ crucial to the delivery and implementation of this plan.

4. ~~Will~~ eEnhance, rather than replace, the traditional subject matter disciplines.

5. ~~Will b~~ e accommodated within the present structures of the Moorhead Area Public Schools.

6. ~~Will b~~ e a continuum that begins at kindergarten and extends into adult life.

7. ~~Will p~~ rPromote wholesome attitudes toward self, persons with disabilities, racial minority groups and will address gender-fairness.

8. ~~Will i~~ nclude motivation and rationale for Moorhead Area Public Schools staff to model behavior and attitudes leading toward a sensitivity to multicultural, gender-fair and disability-conscious issues.

C. The ~~Human Rights Committee and the~~ Instruction and Curriculum Advisory Committee shall review the plan annually and recommend to the Superintendent a process for its implementation and a monitoring system. The committees will be made up of staff, community members and will include substantive involvement by women and men, persons of color and persons with disabilities.

#### Legal References:

Minnesota Rules 3500.0550 (Inclusive Educational Program)

#### Cross References:

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

Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public

## Schools

Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee

~~Moorhead School Board Policy 235: Human Rights Committee~~

Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity

Moorhead School Board Policy 446: Staff Development

Moorhead School Board Policy 502: Student Disability Nondiscrimination

Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools

Moorhead School Board Policy 604: Extended School Year for Students with Individualized Education Programs

Moorhead School Board Policy 620: Selection of Textbooks and Instructional Materials

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

Moorhead School Board Policy 901: Family Involvement

### **Policies Incorporated by Reference for Employees/Personnel**

<b>Type:</b>	School Board Policy
<b>Section:</b>	400 EMPLOYEES/PERSONNEL
<b>Code:</b>	499
<b>Adopted Date:</b>	10/13/2003
<b>Revised Date(s):</b>	05/11/2009, 06/14/2010, 05/09/2011
<b>Reviewed Date(s):</b>	05/09/2005, 06/12/2006, 02/12/2007, 11/26/2007, 05/11/2009, 06/14/2010, 05/09/2011
<b>Attached Files:</b>	<u>No Documents Found.</u>

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#### **I. PURPOSE**

The purpose of this policy is to provide a list of all policies applicable to employees as well as to students.

#### **II. GENERAL STATEMENT**

In order to avoid undue duplication, Moorhead Area Public Schools provides notice by this section of the application and incorporation by reference of the following policies found in other sections of this manual which also apply to employees:

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

Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools

Moorhead School Board Policy 104: Mission Statement

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

Moorhead School Board Policy 447: Employee Responsible Use of Social Media

Moorhead School Board Policy 448: Electronic Communications Between Employees and Students

Moorhead School Board Policy 501: Equal Educational Opportunity

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

Moorhead School Board Policy 506: Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees

Moorhead School Board Policy 531: Communicable Disease Control and Infectious Conditions

Moorhead School Board Policy 532: Medication

Moorhead School Board Policy 533: Do Not Resuscitate/Do Not Intubate Orders (DNR/DNI)

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

Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults



Moorhead School Board Policy 536: Wellness  
Moorhead School Board Policy 540: Student Activities  
Moorhead School Board Policy 544: Activities Fundraising  
Moorhead School Board Policy 552: Corporal Punishment  
Moorhead School Board Policy 553: Crisis Intervention and Student Support  
Moorhead School Board Policy 555: Notification to Staff Regarding Placement of Students with Violent Behaviors  
Moorhead School Board Policy 570: Prohibition of Harassment and Violence  
Moorhead School Board Policy 571: Hazing Prohibition  
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School  
Moorhead School Board Policy 573: Tobacco-Free Environment  
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy  
Moorhead School Board Policy 630: Organization of School Calendar and School Day  
Moorhead School Board Policy 632: Field Trips  
Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities  
Moorhead School Board Policy 710: School District Crisis Management  
Moorhead School Board Policy 711: Severe Weather-Related School Closings  
Moorhead School Board Policy 712: Safety and Security Technology  
Moorhead School Board Policy 722: School District Owned Vehicle Reservation  
Moorhead School Board Policy 730: School District Copyright Policy  
Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network  
~~Acceptable~~ Responsible Use and Safety  
Moorhead School Board Policy 732: Use of All School Equipment and Materials for Instructional Purposes Off School Premises  
Moorhead School Board Policy 822: Payroll Employment  
Moorhead School Board Policy 823: ~~Cashing Checks Out of Cash Deposits~~ Check Cashing  
Moorhead School Board Policy 824: Reimbursement for Travel, Professional Meetings and Conferences  
Moorhead School Board Policy 832: Complimentary Athletic Season Passes/Single Event Passes  
Moorhead School Board Policy 833: Disposition of Obsolete Equipment and Material  
Moorhead School Board Policy 906: Public Solicitation in Moorhead Area Public Schools  
Moorhead School Board Policy 907: Rewards

### III. RESPONSIBILITIES

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

#### Cross Reference:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 422 (Policies Incorporated by Reference)

## Student Discipline

**Type:** School Board Policy  
**Section:** 500 STUDENTS  
**Code:** 551  
**Adopted Date:** 6/13/1989  
**Revised Date(s):** 05/11/2009, 06/14/2010, 06/13/2011  
**Reviewed Date(s):** 07/28/1992, 06/28/1994, 06/08/1998, 06/11/2001, 05/13/2002, 06/09/2003, 06/14/2004, 06/13/2005, 06/26/2006, 06/11/2007, 05/12/2008, 05/11/2009, 06/14/2010, 06/13/2011

**Attached Files:** No Documents Found.

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### I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process.

### II. GENERAL STATEMENT

The Moorhead School Board recognizes that individual responsibility and mutual respect are essential components of the educational process. The School Board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. ~~It is~~ The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is

adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. 121A.55, the School Board, with the participation of school district administrators, teachers, employees, students, parents/guardians, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

### III. AREAS OF RESPONSIBILITY

A. The School Board. The School Board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The Superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents/guardians responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The Superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents/guardians. Any guidelines or directives established to implement this policy shall be submitted to the School Board for approval and shall be attached as an addendum to this policy (Administrative Procedure 551.1: Discipline Procedures).

C. Building Administrator. The building administrator is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final School Board approval. The building administrator shall give direction and support to all school personnel performing their duties within the framework of this policy. The building administrator shall consult with parents of students conducting themselves in a manner contrary to the policy. The building administrator shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents/guardians. A building administrator, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm to themselves or to another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm to themselves or to another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities

relating to student behavior shall be as authorized and directed by the Superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm to themselves or to another.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

#### IV. STUDENT RIGHTS

All students have the right to an education and the right to learn.

#### V. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

## VI. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;



8. Using, possessing, or distributing tobacco or tobacco paraphernalia;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student;
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet ~~Acceptable~~ Responsible Use and Safety Policy;
22. Possession of ~~nuisance~~ devices or objects which cause distractions and may facilitate



cheating including, but not limited to, digital cameras, pagers, radios, and phones, including picture phones and other personal-electronic devices unless specific authorization is granted by the classroom teacher;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's ~~Bullying~~ Prohibiting Intimidation and Bullying Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of ~~picture~~ smart phones or other technology to accomplish this end;

35. Impertinent or disrespectful language toward teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions or messages based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
45. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

## VII. DISCIPLINARY ACTION OPTIONS

A. The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including suspension, exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district.

Disciplinary action may include but is not limited to one or more of the following:

- A. Student conference with teacher, building administrator, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted, or taken related to the violation.
- C. Parent/guardian contact;
- D. Parent/guardian conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Expulsion under the Pupil Fair Dismissal Act;
- S. Exclusion under the Pupil Fair Dismissal Act; and/or

T. Other disciplinary action as deemed appropriate by the school district.

## VIII. REMOVAL OF STUDENTS FROM CLASS

A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, building administrator, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to procedures established in the MAPS Discipline School Handbook, as adopted by the School Board. "Class period" or "activity period" means, in secondary grades, instruction for a given course of study. A class period or activity period means, in elementary grades, a period of time not to exceed one hour, regardless of the subject of instruction.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedure for the Classroom Teacher to Remove a Student From a Class Pursuant to the Pupil Fair Dismissal Act

1. When circumstances permit, a student shall be removed from class upon agreement of the

appropriate teacher and building administrator after an informal conference with the student.

2. The removal from class may be imposed without an informal conference where it appears that the student will create an immediate and substantial danger to himself/herself or to persons or property. If a student is removed from class due to immediate and substantial danger to himself/herself and no conference has been held, the teacher will notify the office immediately to inform the building administrator of the action taken.

3. The length of time of the removal from class shall be at the discretion of the building administrator, after consultation with the teacher, subject to the provisions of Minn. Stat. 127.41, Subd. 3(e) and the Pupil Fair Dismissal Act.

4. A written disciplinary report shall be submitted by the teacher or district employee within 24 hours of the removal of any student from his/her class.

5. Permanent Removal from a Single Class - "Permanent removal" means the action taken by a building administrator to prohibit a student from attending a class period or activity period for the remainder of the semester or year. An alternative means of earning the credit will be provided.

6. Referral to In-school Support Services - means support services provided by the school or district, for example, structured study time, counseling, etc.

#### D. Responsibility For and Custody of a Student Removed From Class

1. A student removed from class shall be the responsibility of the building administrator or lawful designee.

2. A student removed from class must report directly to the building administrator's office. Prior to the student's removal, the teacher or district employee shall inform the office by telephone of the student's removal, the reason for the removal, and the time of the removal.

3. The teacher shall determine if the student requires a school employee to accompany him/her to the office, and, if so, shall then make the necessary arrangements.

#### E. Return of a Student Procedure

1. The building administrator or designee shall complete the appropriate follow-up disciplinary consequences and school documentation with the student.

2. The building administrator or designee shall readmit the student.

#### E. Notification Procedure

1. The building administrator or designee shall determine the necessity of parent/guardian

notification resulting from the student being removed from class.

2. The building administrator or designee shall work with the teacher to notify the student of the violation of the discipline rules and resulting disciplinary action.

#### F. Reasonable Force

A teacher, school employee, bus driver or other agent of the district may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm to themselves or to another.

1. A teacher or building administrator, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

2. A school employee, school bus driver, or other agent of a district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm to themselves or to another.

#### G. Prior to Dismissal Notification

1. The building administrator or designee shall read the Tennesen Warning (refer to Administrative Procedure 551.2: Tennesen Warning) to the student prior to investigating the disciplinary incident when a dismissal from school may be the result of disciplinary action. The student's parent/guardian shall be notified, when possible, prior to the reading of the warning.

2. The building administrator or designee shall record the notification of the student receiving the Tennesen Warning, including the disciplinary action documentation.

### IX. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:



1. Willful violation of any reasonable School Board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

#### C. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been

suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.

5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. 123A.05 selected to allow the student to progress toward meeting graduation standards under Minn. Stat. 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

7. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. 21A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference (Administrative Procedure 551.3: Notice of Suspension).

8. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

9. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

10. Notwithstanding the foregoing provisions, the student may be suspended pending the

School Board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

#### D. Expulsion and Exclusion Procedures

1. "Expulsion" means a School Board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the School Board.

2. "Exclusion" means an action taken by the School Board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the School Board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent

or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The School Board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the School Board and served upon the parties within two (2) days after the close of the hearing.

17. The School Board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The School Board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the School Board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the School Board may appeal the decision to the Commissioner within twenty-one (21) calendar days of School Board action pursuant to Minn. Stat. 121A.49. The decision of the School Board shall be implemented during the appeal to the Commissioner.



19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

#### X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

#### XI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, building administrator or other school district official may provide additional notification as deemed appropriate.

#### XII. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

#### XIII. DISABLED STUDENTS

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary

modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

#### XIV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. 124D.03) or Enrollment in Nonresident District (Minn. Stat. 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of sixteen (16) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

#### XV. DISTRIBUTION OF POLICY

The MAPS Discipline Handbook is distributed to all students at the beginning of each school year and to all new students and parents/guardians upon enrollment. This policy shall also be available upon request in each building administrator's office and the district website ([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)).

#### XVI. REVIEW OF THE POLICY

The building administrator or other person having general control and supervision of the school, and representatives of parents/guardians, students and staff in a school building shall confer at least annually to review the discipline policy and to assess whether the policy has



been enforced. The Moorhead School Board must conduct an annual review of the districtwide discipline policy.

Legal References:

Minn. Stat. Chapter 13 (Minnesota Government Data Practices Act)  
Minn. Stat. 13.04, Subd. 2 (Rights of Subjects of Data)  
Minn. Stat. 120B.02 (Educational Expectations for Minnesota Students)  
Minn. Stat. 120B.232 (Character Development Education)  
Minn. Stat. 121A.26 (School Preassessment Teams)  
Minn. Stat. 121A.27 (School and Community Advisory Team)  
Minn. Stat. 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. Sections 121A.40 to 121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. 121A.582 (Reasonable Force)  
Minn. Stat. 121A.60-121A.61 (Removal From Class)  
Minn. Stat. 123A.05 (Area Learning Center Organization)  
Minn. Stat. 124D.03 (Enrollment Options Program)  
Minn. Stat. 124D.08 (Enrollment in Nonresident District)  
Minn. Stat. Chapter 125A (Students With Disabilities)  
Minn. Stat. Chapter 260A (Truancy)  
Minn. Stat. Chapter 260C (Juvenile Court Act)  
20 U.S.C. 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. 794 et seq. (Rehabilitation Act of 1973, 504)  
34 C.F.R. 300.530(e)(1) (Manifestation Determination)

Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 506 (Student Discipline)

Moorhead School Board Policy 420: Chemical Use and Abuse  
Moorhead School Board Policy 515: School District Student Attendance  
Moorhead School Board Policy 552: Corporal Punishment  
Moorhead School Board Policy 570: Prohibition of Harassment and Violence  
Moorhead School Board Policy 571: Hazing Prohibition  
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School  
Moorhead School Board Policy 573: Tobacco-Free Environment  
Moorhead School Board Policy 574: Search of Student Lockers, Desks, Personal Possessions, and Student's Person  
Moorhead School Board Policy 575: Student Use and Parking of Motor Vehicles, Patrols, Inspections and Searches  
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy  
Moorhead School Board Policy 577: Student Dress and Appearance  
Moorhead School Board Policy 578: Prohibiting Intimidation and Bullying  
Moorhead School Board Policy 721: Student Transportation Safety  
Moorhead School Board Policy 730: School District Copyright Policy

Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network and Systems ~~Acceptable~~ Responsible Use and Safety

## **Moorhead Area Public School District Weapons Policy**

<b>Type:</b>	School Board Policy
<b>Section:</b>	500 STUDENTS
<b>Code:</b>	576
<b>Adopted Date:</b>	8/11/2003
<b>Revised Date(s):</b>	11/26/2007
<b>Reviewed Date(s):</b>	11/26/2007
<b>Attached Files:</b>	<u>No Documents Found.</u>

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### **I. PURPOSE**

The purpose of this policy is to assure a safe school environment for students, staff and the public.

### **II. GENERAL STATEMENT**

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a Moorhead Area Public School location except as provided in this policy. The Moorhead Area Public Schools will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

### **III. DEFINITION**

#### **A. "Weapon."**

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks, mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or nonfunctional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

#### IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the building administrator's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the building administrator's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:

1. active licensed peace officers;

2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;

3. persons authorized to carry a pistol under Minnesota Statute 624.714, while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statute 624.714 or 624.715, or other firearms in accordance with 97B.045;

a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with 624.714 and 624.715.

5. firearm safety or marksmanship courses or activities conducted on school property;

56. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

67. a gun or knife show held on school property;

78. possession of dangerous weapons, BB guns, or replica firearms with written permission of the building administrator or other person having general control and supervision of the school or the director of a child care center; or

89. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

#### C. Policy Application to Instructional Equipment/Tools.

While the school district takes a firm "Zero Tolerance" position on the possession, use or distribution of weapons by students, and a similar position with regard to nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

#### D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statute, 624.714, to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

### V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/ USE/ DISTRIBUTION

A. The school district and the school takes a position of "Zero Tolerance" in regard to the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students possessing, use or distributing weapons shall include:

1. immediate out-of-school suspension;
2. confiscation of the weapon;

3. immediate notification of police;
4. parent or guardian notification; and
5. recommendation to the Superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The Moorhead School Board may modify this requirement on a case-by-case basis.

C. Administrative Discretion.

While the school district and the school takes a "Zero Tolerance" position on the possession, use or distribution of weapons by students, the Superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees.

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the School Board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Nonstudents.

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.



Legal References:

Minnesota Statute, 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minnesota Statute, 121A.44 (Expulsion for Possession of Firearm)  
Minnesota Statute, 121A.05 (~~Policy to Refer Firearms Possessor~~ Referral to Police)  
Minnesota Statute, 609.66 (Dangerous Weapons)  
Minnesota Statute, 609.605 (Trespass)  
Minnesota Statute, 609.02, Subd. 6 (Definition of Dangerous Weapon)  
Minnesota Statute, 97B.045 (Transportation of Firearms)  
Minnesota Statute, 624.714 (Carrying of Weapons without Permit; Penalties)  
Minnesota Statute, 624.715 (Exemptions; Antiques and Ornaments)  
18 U.S.C. 921 (Definition of Firearm)  
*In re C.R.M.* 611 N.W.2d 802 (Minn. 2000)

Cross Reference:

Minnesota School Boards Association/Minnesota Association of School Administrators Model  
Policy 501 (School Weapons Policy)  
Moorhead School Board Policy 551: Student Discipline

## **Prohibiting Intimidation and Bullying**

<b>Type:</b>	School Board Policy
<b>Section:</b>	500 STUDENTS
<b>Code:</b>	578
<b>Adopted Date:</b>	3/8/2004
<b>Revised Date(s):</b>	05/12/2008, 06/13/2011
<b>Reviewed Date(s):</b>	05/12/2008, 06/13/2011
<b>Attached Files:</b>	<u>No Documents Found.</u>

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### **I. PURPOSE**

The purpose of this policy is to assist the Moorhead Area Public Schools in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

### **II. GENERAL STATEMENT**

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and teachers' ability to educate students in a safe environment. The Moorhead Area Public Schools cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, it is the school district's intent to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying which have not been successfully prevented.

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees. The misuse of technology including, but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor, or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs, also may constitute an act of bullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

C. Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline for that act in accordance with school district's policies and procedures. The school district may take into account the following factors:

1. The developmental and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

G. The Moorhead Area Public Schools will act to investigate all complaints of bullying and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means any written or verbal expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to a student or group of students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance. Bullying includes, but is not limited to,

conduct by a student against another student or a group of students that a reasonable person under the circumstances knows or should know has the effect of:

1. harming a student or a group of students;
2. damaging a student's or a group of students' property;
3. placing a student or a group of students in reasonable fear of harm to person or property;
4. creating a hostile educational environment for a student or group of students; or
5. intimidating a student or a group of students.

B. "Immediately" means as soon as possible but in no event longer than 24 hours.

C. "On school district property or at school-related functions" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

#### IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying shall report the alleged acts immediately to the appropriate school district officials (teachers, administrators, coaches/advisors and other employees). A person may report bullying anonymously, but action may not be taken against an alleged perpetrator based solely on an anonymous report.

B. The Moorhead Area Public Schools encourages the reporting party or complainant to use the report form (Administrative Procedure 578.1: Bullying/Intimidation Report Form) available from the building administrator or the school district office, but oral reports shall be considered complaints as well.

C. The building administrator, the administrator's designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving reports of bullying at the building level. Any person may report bullying directly to the school district human rights officer (Human Resources Director) or the Superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Superintendent or the school district human rights officer by the reporting party or complainant.

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute bullying shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.

E. Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

F. Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.

G. The Moorhead Area Public Schools will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

#### V. SCHOOL DISTRICT ACTION

A. Upon receipt of a complaint or report of bullying, the Moorhead Area Public Schools shall undertake or authorize an investigation by school district officials or a third party designated by the school district.

B. The Moorhead Area Public Schools may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.

C. Upon completion of the investigation, 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. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations.

D. The Moorhead Area Public Schools is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s)/guardian(s) of students involved in a(n) bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report.

#### VI. REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

## VII. TRAINING AND EDUCATION

A. The Moorhead Area Public Schools annually will provide information and any applicable training to school district staff regarding this policy. Information is available on the staff Extranet.

B. The Moorhead Area Public Schools annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying. Information is available on the district website at [www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us).

C. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.

D. 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.

## VIII. NOTICE

The Moorhead Area Public Schools will give annual notice of this policy to students, parents or guardians, and staff through student and employee handbooks and the district website at [www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us).

### Legal References:

Minn. Stat. 120B.232 (Character Development Education)

Minn. Stat. 121A.03 (Sexual, Religious and Racial Harassment and Violence)

Minn. Stat. 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)

Minn. Stat. 121A.40-121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. 121A.69 (Hazing Policy)

### Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 514 (Prohibiting Intimidation and Bullying)



Moorhead School Board Policy 570: Prohibition of Harassment and Violence  
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse  
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults  
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy  
Moorhead School Board Policy 551: Student Discipline  
Moorhead School Board Policy 552: Corporal Punishment  
Moorhead School Board Policy 504: Protection and Privacy of Student Records  
Moorhead School Board Policy 501: Equal Educational Opportunity  
Moorhead School Board Policy 503: Student Parental, Family and Marital Status  
Nondiscrimination  
Moorhead School Board Policy 571: Hazing Prohibition  
Moorhead School Board Policy 555: Notification to Staff Regarding Placement of Students with Violent Behaviors  
Moorhead School Board Policy 721: Student Transportation Safety

### **Policies Incorporated by Reference for Students**

<b>Type:</b>	School Board Policy
<b>Section:</b>	500 STUDENTS
<b>Code:</b>	599
<b>Adopted Date:</b>	10/13/2003
<b>Revised Date(s):</b>	05/11/2009, 06/14/2010, 05/09/2011
<b>Reviewed Date(s):</b>	05/09/2005, 06/12/2006, 02/12/2007, 11/26/2007, 05/11/2009, 06/14/2010, 05/09/2011
<b>Attached Files:</b>	<u>No Documents Found.</u>

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#### **I. PURPOSE**

The purpose of this policy is to provide a list of all policies applicable to students as well as to employees.

#### **II. GENERAL STATEMENT**

In order to avoid undue duplication, Moorhead Area Public Schools provides notice by this section of the application and incorporation by reference of the following policies found in other sections of this manual which all apply to students:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination  
Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools

Moorhead School Board Policy 104: Mission Statement

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

Moorhead School Board Policy 303: Public Right to Know/Release of Information

Moorhead School Board Policy 420: Chemical Use and Abuse

Moorhead School Board Policy 447: Employee Responsible Use of Social Media

Moorhead School Board Policy 448: Electronic Communications Between Employees and Students

Moorhead School Board Policy 501: Equal Educational Opportunity

Moorhead School Board Policy 531: Communicable Disease Control and Infectious Conditions

Moorhead School Board Policy 544: Activities Fundraising

Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School

Moorhead School Board Policy 573: Tobacco-Free Environment

Moorhead School Board Policy 609: Inclusive Educational Program

Moorhead School Board Policy 610: Online Learning Options

Moorhead School Board Policy 630: Organization of School Calendar and School Day

Moorhead School Board Policy 632: Field Trips  
Moorhead School Board Policy 633: Patriotic Exercises  
Moorhead School Board Policy 634: Religion  
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy  
Moorhead School Board Policy 650: School District System Accountability  
Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards  
Moorhead School Board Policy 656: Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans and LEP Students  
Moorhead School Board Policy 660: Moorhead Area Public Schools State Mandated Testing Plan and Procedure  
Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities  
Moorhead School Board Policy 711: Severe Weather-Related School Closings  
Moorhead School Board Policy 712: Safety and Security Technology  
Moorhead School Board Policy 720: Student Transportation Eligibility Guidelines  
Moorhead School Board Policy 721: Student Transportation Safety  
Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network  
Acceptable Responsible Use and Safety  
Moorhead School Board Policy 831: Rental of District Musical Instruments  
Moorhead School Board Policy 905: Visitors to Moorhead Area Public School Buildings and Sites  
Moorhead School Board Policy 907: Rewards

### III. RESPONSIBILITIES

Students are charged with notice that the above cited policies are also applicable to students; however, students are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

#### Cross Reference:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 523 (Policies Incorporated by Reference)

## Health and Safety

Type: School Board Policy  
Section: 700 NON-INSTRUCTIONAL OPERATIONS AND BUSINESS SERVICES  
Code: 714  
Adopted Date: 5/29/2012  
Revised Date(s):  
Reviewed Date(s):  
Attached Files: No Documents Found.

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### I. PURPOSE

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

### II. GENERAL STATEMENT

A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.

B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the Superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The Superintendent may request that the safety committee established under Minn. Stat. 182.676 carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate

safety committee established under Minn. Stat. 182.676.

### III. PROCEDURES

A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the School Board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.

B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.

C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

### IV. PROGRAM AND PLANS

A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the School Board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:

1. Asbestos
2. Fire and Life Safety
3. Employee Right to Know
4. Emergency Action Planning
5. Combustible and Hazardous Materials Storage
6. Indoor Air Quality
7. Mechanical Ventilation
8. Mold Cleanup and Abatement
9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
10. Infectious Waste/Bloodborne Pathogens
11. Community Right to Know
12. Compressed Gas Safety
13. Confined Space Standard
14. Electrical Safety
15. First Aid/CPR/AED
16. Food Safety Inspection

17. Forklift Safety
18. Hazardous Waste
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Fall Protection
34. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.

C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.

D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.

E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.

F. In the event of an accident, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents must be reported to an immediate supervisor as soon as possible.

G. In the event of an unsafe or hazardous situation or incident, the school district shall



promptly cause an investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All unsafe or hazardous situations or incidents must be reported to an immediate supervisor as soon as possible.

#### V. BUDGET

The Superintendent (or designee) shall be responsible to provide for periodic School Board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The Superintendent, or such other school official as designated by the Superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the School Board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the School Board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

#### VI. ENFORCEMENT

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

#### Legal References:

Minn. Stat. 123B.56 (Health, Safety, and Environmental Management)

Minn. Stat. 123B.57 (Capital Expenditure; Health and Safety)

Minn. Stat. 182.676 (Safety Committees)

Minn. Rules Part 5208.0010 (Applicability)

Minn. Rules Part 5208.0070 (Alternative Forms of Committee)

#### Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 807 (Health and Safety Policy)

Moorhead School Board Policy 424: Employee Right to Know - Exposure to Hazardous

## **Student Transportation Safety**

<b>Type:</b>	School Board Policy
<b>Section:</b>	700 NON-INSTRUCTIONAL OPERATIONS AND BUSINESS SERVICES
<b>Code:</b>	721
<b>Adopted Date:</b>	10/10/1994
<b>Revised Date(s):</b>	05/11/2009, 04/26/2010, 05/09/2011
<b>Reviewed Date(s):</b>	05/14/2001, 06/14/2004, 12/12/2005, 06/11/2007, 05/12/2008, 05/11/2009, 04/26/2010, 05/09/2011
<b>Attached Files:</b>	<u>No Documents Found.</u>

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### **I. PURPOSE**

The purpose of this policy is to provide safe transportation for students and educate students on safety issues and responsibilities of school bus ridership. It includes information regarding parent/guardian involvement, school bus driver duties, responsibilities, training, emergency procedures on buses, and vehicle standards.

### **II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING**

#### **A. School Bus Safety Week**

School bus safety week will coincide with the National School Bus Safety Week.

#### **B. Student Training**

1. The Moorhead Area Public Schools shall provide students enrolled in grades K through 10 with age-appropriate school bus safety training on the following concepts:

- a. transportation by school bus is a privilege, not a right;
- b. district policies for student conduct and school bus safety;
- c. appropriate conduct while on the bus;
- d. the danger zones surrounding a school bus;
- e. procedures for safely boarding and leaving a school bus;
- f. procedures for safe vehicle lane crossings; and
- g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grade 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus

safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four weeks of their first day of attendance.

3. The Moorhead Area Public Schools and nonpublic schools with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minn. Stat. 169.446, Subd. 2.

5. The Moorhead Area Public Schools and nonpublic schools with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The Moorhead Area Public Schools will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The Moorhead Area Public Schools may provide kindergarten students with school bus safety training before the first day of school.

8. The Moorhead Area Public Schools may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.

9. The Moorhead Area Public Schools shall adopt and make available for public review a curriculum for transportation safety education.

10. Nonpublic school students transported by the Moorhead Area Public Schools will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the Superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

### III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. Students are expected to follow the same behavioral rules while riding school buses as are expected on school property or at school activities, functions or events. All school rules are in effect while a student is riding the bus or at the bus stop.

B. The building administrator or designee is responsible for imposing consequences for

misconduct on the school bus or at bus stops. In addition, all school bus/bus stop misconduct will be reported to the district's transportation safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. Consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Property Services and Transportation office and the school office.

## 2. Rules at the Bus Stop

- a. Get to your bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation or horseplay.
- j. No use of alcohol, tobacco or drugs.

## 3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body and personal belongings inside the bus.
- e. Keep your arms, legs and belongings to yourself.

- f. No fighting, harassment, intimidation or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the school bus.

#### 4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all routes. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extra-curricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parent(s)/guardian(s) will be notified of any suspension of bus privileges.

##### (1) Elementary (K-5)\*

1st offense -- Warning

2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 10 school day suspension from riding the bus/meeting with parent(s)/guardian(s).

Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

##### (2) Middle School and Secondary (6-12)\*

1st offense -- Warning

2nd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

3rd offense -- 10 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 20 school day suspension from riding the bus/meeting with parent(s)/guardian(s).

5th offense -- Suspended from riding the bus for the remainder of the school year.

\* Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

##### (3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school may also result from school bus/bus stop misconduct.

#### (4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that causes an immediate and substantial danger to the student or surrounding persons or property will be provided by the school district to the Minnesota Department of Public Safety in accordance with state and federal law. Records may also be maintained in the transportation office.

#### (5) Vandalism/Bus Damage

Student damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in loss of bus privileges until damages are paid.

#### (6) Notice

Students will be given a copy of school bus and bus stop rules during school bus safety training. Rules are to be posted on each bus. The driver will periodically review both rules and consequences with students.

#### (7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons possession, drug possession or vandalism), the Superintendent, local law enforcement officials and the Minnesota Department of Public Safety will be informed.

### IV. PARENT/GUARDIAN INVOLVEMENT

#### A. Parent/Guardian Notification

The Moorhead Area Public Schools school bus and bus stop rules will be provided to each family. Parent(s)/guardian(s) are asked to review the rules with their children.

#### B. Parents/Guardians Responsibilities For Transportation Safety

Parents/guardians are responsible to:

1. become familiar with district rules, policies, regulations and principles of school bus safety and thoroughly review them with their children;



2. support safe riding and walking practices, and recognize that students are responsible for their actions;
3. communicate safety concerns to their school administrators;
4. monitor bus stops, if possible;
5. have their children to the bus stop five minutes before the bus arrives;
6. have their children properly dressed for the weather; and
7. have a plan in case the bus is late.

#### V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license without a school bus endorsement may drive a vehicle with a seating capacity of 10 or fewer persons used as a school bus, but not outwardly equipped or identified as a school bus as set forth in Section VII.B. below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
2. reckless driving;
3. improper or erratic traffic lane changes;
4. following the vehicle ahead too closely;
5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident; and
6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession.

D. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or canceled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within ten days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy. This provision does not apply to a school district employee whose normal duties do not include operating a type III vehicle.

## VI. SCHOOL BUS DRIVER TRAINING

### A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

## B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. safely operate the type of school bus the driver will be driving;
2. understand student behavior, including issues relating to students with disabilities;
3. ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. know and understand relevant law, rules of the road, and local school bus safety policies;
5. handle emergency situations; and
6. safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

## VII. OPERATING RULES AND PROCEDURES

### A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent(s)/guardian(s) may designate by a signed, written request a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent(s)/guardian(s) as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.
6. A bus driver may not operate a school bus while communicating over, or otherwise

operating, a cellular phone for personal reasons, whether hand held or hands free, when the vehicle is in motion. For purposes of this paragraph, "school bus" has the meaning given in Minn. Stat. 169.011, Subd. 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

#### B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III school vehicle" must not be outwardly equipped and identified as a Type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
  - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

c. A type III vehicle must contain at least three red reflectorized triangle road warning devices. Liquid burning "pot type" flares are not allowed.

d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

#### C. Type III Vehicle Driven by Employees with a Class D Driver's License

1. The holder of a Class A, B, C or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety



policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pre-trip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading; and

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with paragraph V.F. concerning reporting convictions to the employer within ten days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minn. Stat. 122A.18, Subd. 8, or Minn. Stat. 123B.03 for school district employees; Minn. Stat. 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. 171.321, Subd. 3, for all other persons operating a ~~type A or~~ type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minn. Stat. 171.321, Subd. 2.

e. The operator's employer requires preemployment drug ~~and alcohol~~ testing of applicants for operator positions. Current operators must comply with the employer's policy under Minn. Stat. 181.951, Subds. 2, 4, and 5. The operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements unless prohibited by law.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the ~~school bus~~ type III vehicle as required by Minn. Stat. 171.321, Subd. 5.



g. A person who sustains a conviction, as defined under Minn. Stat. 609.02, of violating Minn. Stat. 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minn. Stat. 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for five years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minn. Stat. 171.3215, Subd.1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minn. Stat. 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within three years of the first of three other moving offenses is precluded from operating a type III vehicle for one year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minn. Stat. 123B.90, Subd. 2 (See Section II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minn. Stat. 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug and alcohol testing) above.

#### VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid

procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:

1. the student's name and address;
2. the nature of the student's disabilities;
3. emergency health care information; and
4. the names and telephone numbers of the student's physician, parent(s)/guardian(s), or custodians, and some person other than the student's parent(s)/guardian(s) or custodians who can be contacted in case of an emergency.

#### IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles and vehicles contracted to the school district shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles and vehicles contracted to the school district shall be inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

#### X. SCHOOL DISTRICT'S TRANSPORTATION SAFETY DIRECTOR

The Moorhead School Board designates the Property Services and Transportation Director as the school district's Transportation Safety Director. The school district's Transportation Safety Director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school district's Transportation Safety Director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school district's Transportation Safety Director shall certify annually to the School Board that each school bus driver meets the school bus driver training competencies required by Minn. Stat. 171.321, Subd. 4. The school district's Transportation Safety Director also shall annually verify and ensure that the private contractor utilized by the

school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Safety. Upon request of the Superintendent, the school district's Transportation Safety Director also shall certify to the Superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school district's Transportation Safety Director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school district's Transportation Safety Director. Refer to Administrative Procedures 720.1: Special Education Transportation, 721.1: School Bus Stops and 721.2: School Bus Trip K-12 Emergency Procedure.

## XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The School Board may establish a student transportation safety committee. The chair of the student transportation committee will be the school district's school Transportation Safety Director. The School Board will appoint other members of the student transportation committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

### Legal References:

Minn. Stat. 122A.18, Subd. 8 (Board to Issue Licenses)

Minn. Stat. 123B.03 (Background Check)

Minn. Stat. 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)

Minn. Stat. 123B.88 (Independent School Districts; Transportation)

Minn. Stat. 123B.885 (Diesel School Buses; Operation of Engine; Parking)

Minn. Stat. 123B.90 (School Bus Safety Training)

Minn. Stat. 123B.91 (School District Bus Safety Responsibilities)

Minn. Stat. 144.057 (Background Studies on Licensees and Other Personnel)

Minn. Stat. Ch. 169 (Traffic Regulations)

Minn. Stat. 169.011, Subds. 15 and 71 (Definitions)

Minn. Stat. 169.02 (Scope)

Minn. Stat. 169.443 (Safety of School Children; Bus Driver's Duties)

Minn. Stat. 169.446, Subd. 2 (Driver Training Programs)

Minn. Stat. 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)

Minn. Stat. 169.454 (Type III Vehicle Standards)

Minn. Stat. 169.4582 (Reportable Offense on School Buses)

Minn. Stat. 169A.25-169A.27 (Driving While Impaired)

Minn. Stat. 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)

Minn. Stat. 169A.50-169A.53 (Implied Consent Law)

Minn. Stat. 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)

Minn. Stat. 171.168 (Notification of Conviction for Violation by a Commercial Driver)

Minn. Stat. 171.169 (Notification of Suspension of License of Commercial Driver)

Minn. Stat. 171.321 (Qualifications of a School Bus Driver)

Minn. Stat. 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)  
Minn. Stat. 181.951 (Authorized Drug and Alcohol Testing)  
Minn. Stat. Ch. 245C (Human Services Background Studies)  
Minn. Stat. 609.02 (Definitions)  
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)  
49 C.F.R. 383.31 (Notification of Convictions for Driver Violations)  
49 C.F.R. 383.33 (Notification of Driver's License Suspensions)  
49 C.F.R. 383.5 (Transportation Definitions)

Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 709 (Student Transportation Safety)

Moorhead School Board Policy 413: Employment Background Checks  
Moorhead School Board Policy 420: Chemical Use and Abuse  
Moorhead School Board Policy 421: Employee Drug and Alcohol Testing  
Moorhead School Board Policy 504: Protection and Privacy of Student Records  
Moorhead School Board Policy 551: Student Discipline  
Moorhead School Board Policy 552: Corporal Punishment  
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School  
Moorhead School Board Policy 608: Home Schooled Students  
Moorhead School Board Policy 632: Field Trips

## Community Use of School Facilities and Equipment

**Type:** School Board Policy  
**Section:** 900 SCHOOL DISTRICT - COMMUNITY RELATIONS  
**Code:** 904  
**Adopted Date:** 10/10/1978  
**Revised Date(s):** 05/11/2009  
**Reviewed Date(s):** 05/25/1993, 07/28/2003, 06/13/2005, 05/11/2009  
**Attached Files:** No Documents Found.

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### I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

### II. GENERAL STATEMENT

The Moorhead School Board encourages maximum use of school facilities and equipment for appropriate community purposes, if in its judgment, that use does not interfere with use of school purposes.

### III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities. (Please refer to Administrative Procedures 904.1: Building Use Request Form, 904.2: General Guidelines for Use of Facilities and 904.3: General Guidelines for Use of Equipment.)

B. Procedures for providing publicizing, registration and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

D. Summer Camps or other summer student enrichment activities on site which are designed to enhance co-curricular or extra-curricular programs of Moorhead Area Public Schools shall be organized through Community Education.

### IV. GENERAL RULES AND REGULATIONS GOVERNING COMMUNITY USE OF SCHOOL BUILDINGS AND PROPERTIES FACILITIES

A. The following level of priority will be followed when determining the use of school



facilities:

1. The first priority for use of school facilities shall be for school groups and organizations. This includes parent teacher organizations and school sponsored groups or activities.
2. The second priority is for Community Education programs and activities. Once space has been reserved for Community Education and the event or class has been publicized, the event or class may not be displaced.
3. The third priority is for programs sponsored by Moorhead Parks and Recreation.
4. The fourth priority is for community groups approved for free use.
5. The fifth priority is for community groups approved for rental use.

B. Use of school facilities shall not interfere with the regular educational program without special permission by the Superintendent.

C. Application for the use of buildings or grounds must be made through the building administrator of each building. Final approval of the request shall be made through the Director of Property Services and Transportation and shall only be finalized after applicant has received a signed copy of the Building Use Request (Administrative Procedure 904.1).

D. The school building will not be opened for use except upon presentation of an official Building Use Request Form 904.1 at the building. Use of the building will be limited to the terms of the request.

E. The custodian on duty will supervise the operation of the school building and shall not be required to supervise groups or activities. During any time when the school heating plant is in operation, the building may not be occupied by any community group unless a qualified custodian is present.

F. Administrators may use the building for committee meetings in the evenings. Administrators assume full responsibility for the building if the custodian is not on duty. Administrators may not give keys to non-school persons for the use of school buildings unless approved by the Superintendent or designee.

Community use of school buildings shall not be permitted except with the approval of the Superintendent or designee for Sunday, vacation and custodial employee holidays.

G. Permission to use gymnasiums and other school physical education or athletic facilities does not include the use of supplies or equipment. Use of equipment is permitted only when the leader is competent to instruct and permission has been granted by the building administrator. Supplies are not furnished at any time.



~~H. Violation of any of the rules governing the use of the school buildings by any person or organization shall be sufficient grounds for canceling the request and for denying future applications from such persons or organizations. Failure to make payment for utilizing said facilities within 45 days of use will result in termination of future use of school facilities.~~

A. Request for use of school facilities by community groups shall be made through the school administrative office.

B. A rental fee schedule and payment policy shall be presented for review and approval by the School Board. The fee may include the cost of custodial, technology and supervisory staff if deemed necessary. Refer to Administrative Procedure 904.2 for the fee schedule.

C. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every reasonable effort will be made to find acceptable alternative meeting space.

#### ~~IV. SPECIFIC RULES FOR SCHOOL BUILDING AND PROPERTY FOR APPROVED USERS~~

~~A. Approved users must limit their use of school buildings and property to the approved use.~~

~~B. Leaders shall confine the members of their group to the facilities stated on the permit. Unauthorized use of other areas in the buildings will result in additional fees .~~

~~C. The approved user agrees to assume full responsibility for injury to persons and damages to property that may occur in the section of the building they are using. If the activities proposed seem to involve more than usual hazards, the Superintendent may require the applicant to obtain liability insurance.~~

~~D. No person shall deface, damage, destroy or in any way vandalize school property.~~

~~E. No person shall commit any act which disrupts the educational process or program or interfere with the entrance to or egress from school property by other persons.~~

~~F. No person shall commit any act leading to or constituting a breach of the peace.~~

~~G. No person shall use offensive or abusive conduct, or language against any person or persons on school property.~~

~~H. No written material shall be distributed in school buildings or on school property without permission of the building administrator or other officials designated by the building administrator. This does not apply to non school activities or groups, individuals, organizations utilizing school facilities on a rental or community function permit.~~

~~I. Tobacco use is prohibited on all school district property except for lighting tobacco by an adult as a part of a traditional Indian spiritual or cultural ceremony (M.S. 144.4165).~~

~~J. Alcoholic beverages and illegal drugs are prohibited on all school district property.~~

~~K. No weapons, as prohibited by federal and state statutes, are permitted on school district property.~~

~~L. School building kitchen facilities may not be used without special authorization and only when under the supervision of appropriate personnel ; however, beverages and snacks may be served without using the kitchen facilities. The approved user must provide their own food and serving supplies. If available, the school will provide coffee making equipment. Preparing coffee is the responsibility of the approved user.~~

~~M. Every user is required to take every reasonable precaution to see that snow, water, or mud are removed from shoes before persons are admitted to the building. Certain restrictions for footwear may apply to the use of school gymnasiums and other special purpose floors. Each building administrator is responsible to have specific rules available to approved users.~~

~~N. Additional regulations apply to the use of the high school auditorium and the middle school cafeteria. These regulations are available in the building administrator's office.~~

~~O. The building must be vacated by 10:30 p.m. The approved user will be charged custodial overtime beyond that hour per existing labor agreements. Programs must be concluded in time for clearance of building in accordance with the terms of the permit.~~

~~P. Any person on the school premises who is violating the above or without proper business authorization shall be considered trespassing. If a person is asked to leave the school premises by a school or police official and refuses to do so, he or she shall be considered to be trespassing. Persons having been ordered to leave the premises by a school or police official shall reenter said premises only with written approval of the building administrator or an official designated by him or her.~~

#### ~~V. SCHOOL BUILDING AND PROPERTY RENTAL TERMS AND CONDITIONS~~

~~A. Rental charges shall be made in accordance with the schedule of rental rates (Administrative Procedure 904.2). Rental rates will be annually reviewed by the School Board.~~

~~B. For fee based use, for days and hours when normal staff is not on duty, all labor rates will be charged at the appropriate contractual agreement with additional charges made for social security, PERA, LTD, and workers' compensation.~~

#### ~~VI. USE OF SCHOOL DISTRICT EQUIPMENT~~

~~A. Rental of school buses and vehicles by non school groups is discouraged and not permitted except by special permission from the Superintendent or designee.~~

~~B. Audiovisual equipment, computer systems, lighting systems, and public address systems~~

~~may be operated only by those approved by the person responsible for audiovisual equipment in the building. Approval may be given to individuals outside the school system if training and experience are satisfactory. This equipment must be requested in advance.~~

~~C. No school district equipment is allowed to leave the school premises except by special permission from the Superintendent or designee.~~

The administration will develop a procedure outlining the type of equipment that is available for community use, the extent to which it may be utilized, the manner by which it may be scheduled for use, and any charges to be made relating thereto. Refer to Administrative Procedure 904.2 for the fee schedule.

## VI. GUIDELINES FOR USE OF FACILITIES AND EQUIPMENT

The School Board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for any damage to facilities and equipment.

### Legal References:

~~Minnesota Statute~~ 123B.51 (School Houses and Sites; Access for Noncurricular Purposes)

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

~~Minnesota Statute 144.4165 (Tobacco Products Prohibited in Public Schools)~~

### Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 902 (Use of School District Facilities and Equipment)

Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy

Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities

Moorhead School Board Policy 903: School District - Community Relations

Moorhead School Board Policy 930: Community Education



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

Memo HR.12.099

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources *Ann Hiedeman*  
DATE: May 22, 2012  
SUBJECT: Paraprofessional Master Agreement

Paraprofessionals successfully reached two contract agreements, one for the period of July 1, 2010 through June 30, 2012 and one for the period of July 1, 2012 through June 30, 2014.

Language changes to the contract include the following articles:

1. Article VI Basic Schedules and Rates of Pay, Section 2
2. Article VIII Leave Provisions, Section 1
3. Article XII Seniority, Vacancies and Layoffs
4. Article XV Miscellaneous

Financial changes were as follows:

<u>School Year</u>	<u>Percent</u>	<u>Cost</u>
2010-2011	2.40%	\$ 81,459.00
2011-2012	<u>2.30%</u>	<u>\$ 79,727.00</u>
TOTAL	4.70%	\$161,186.00
2012-2013	2.03%	\$ 72,140.00
2013-2014	<u>1.99%</u>	<u>\$ 72,140.00</u>
TOTAL	4.02%	\$144,280.00

The totals are within the Board guidelines and the contract is recommended for approval.

SUGGESTED RESOLUTION: Move to approve both the 2010-2012 and 2012-2014 Master Agreement for Paraprofessionals as follows:

<u>School Year</u>	<u>Percent</u>	<u>Cost</u>
2010-2011	2.40%	\$ 81,459.00
2011-2012	<u>2.30%</u>	<u>\$ 79,727.00</u>
TOTAL	4.70%	\$161,186.00
2012-2013	2.03%	\$ 72,140.00
2013-2014	<u>1.99%</u>	<u>\$ 72,140.00</u>
TOTAL	4.02%	\$144,280.00

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## INDEPENDENT SCHOOL DISTRICT #152

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

June 11, 2012

7:00 p.m.

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

### ATTENDANCE:

Lisa Erickson _____	Kristine Thompson _____
Cindy Fagerlie _____	Bill Tomhave _____
Laurie Johnson _____	Trudy Wilmer _____
Mike Siggerud _____	Dr. Lynne A. Kovash _____

### AGENDA

#### 1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Preview of Agenda - Wayne Kazmierczak, Assistant Superintendent
- C. Approval of Meeting Agenda

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

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

#### 2. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine, and have been made available to the School Board at least two (2) days prior to the meeting; the items will be enacted by one resolution. There will be no separate discussion of these items unless a School Board member or citizen so requests, in which event that item will be removed from this agenda and considered under separate resolution. To the extent possible, School Board member inquiries on consent agenda items are to be made directly to the district administration prior to the time of the meeting.

**SCHOOL BOARD AGENDA - June 11, 2012**

**PAGE 2**

- A. SUPERINTENDENT MATTERS - Kovash
  - (1) Approval of May 14 and 29, 2012 Meeting Minutes - Pages 7-21
- B. ASSISTANT SUPERINTENDENT MATTERS - Kazmierczak
  - (1) Approval of June Claims - Page 22
  - (2) Approval of Agreement Between Clay County Public Health and Moorhead School District - Pages 23-30
- C. HUMAN RESOURCES MATTERS - Hiedeman
  - (1) Approval of Change in Contract - Page 31
  - (2) Approval of Family/Medical Leave - Page 32
  - (3) Approval of Resignations - Page 33
  - (4) Approval of New Employees - Page 34
  - (5) Approval of Other Leave of Absence - Page 35
  - (6) Approval of Early Retirement - Page 36

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

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

- 3. **APPROVAL OF SCHOOL DISTRICT INSURANCE PACKAGE:** Kazmierczak  
Pages 37-39

Suggested Resolution: Move to approve the insurance package in the amount of \$385,441.86 from Riverport Insurance Company effective July 1, 2012 through June 30, 2013 as provided and presented by Mr. Tom Quam of Bremer Insurance.

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

- 4. **AWARENESS OF BULLYING:** Kovash  
Page 40
- 5. **2012-2013 ANNUAL OPERATING PLAN:** Kazmierczak  
Pages 41-42

Suggested Resolution: Move to approve the 2012-2013 Annual Operating Plan, which includes the preliminary budget for fiscal year 2013.

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



**SCHOOL BOARD AGENDA - June 11, 2012**  
**PAGE 3**

6. **2013-2015 TECHNOLOGY PLAN**: Kazmierczak  
Pages 43-49

Suggested Resolution: Move to approve the 2013-2015 Technology Plan as presented.

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

7. **APPROVAL OF POLICY**: Kovash  
Pages 50-53

Suggested Resolution: Move to approve the policy, Inclusive Educational Program 609, as presented.

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

8. **APPROVAL OF POLICY**: Kovash  
Pages 54-56

Suggested Resolution: Move to approve the policy, Policies Incorporated by Reference for Employees/Personnel 499, as presented.

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

9. **APPROVAL OF POLICY**: Kovash  
Pages 57-76

Suggested Resolution: Move to approve the policy, Student Discipline 551, as presented.

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

10. **APPROVAL OF POLICY**: Kovash  
Pages 77-82

Suggested Resolution: Move to approve the policy, MAPS District Weapons Policy 576, as presented.

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

**SCHOOL BOARD AGENDA - June 11, 2012**  
**PAGE 4**

11. **APPROVAL OF POLICY**: Kovash  
Pages 83-89

Suggested Resolution: Move to approve the policy, Prohibiting Intimidation and Bullying 578, as presented.

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

12. **APPROVAL OF POLICY**: Kovash  
Pages 90-92

Suggested Resolution: Move to approve the policy, Policies Incorporated by Reference for Students 599, as presented.

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

13. **APPROVAL OF POLICY**: Kovash  
Pages 93-98

Suggested Resolution: Move to approve the policy, Health and Safety 714, as presented.

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

14. **APPROVAL OF POLICY**: Kovash  
Pages 99-114

Suggested Resolution: Move to approve the policy, Student Transportation Safety 721, as presented.

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

15. **APPROVAL OF POLICY**: Kovash  
Pages 115-120

Suggested Resolution: Move to approve the policy, Community Use of School Facilities and Equipment 904, as presented.

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

**SCHOOL BOARD AGENDA - June 11, 2012**

**PAGE 5**

16. **SCHEDULE SCHOOL BOARD WORK SESSION:** Kovash  
Page 121

Suggested Resolution: Move to approve Monday, August 13, 2012 from 5:00 to 7:00 p.m. to conduct a School Board work session to discuss school district and board priorities, legislative and funding updates, board development, and district projects.

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

17. **SUPERINTENDENT REPORT:** Kovash

18. **COMMITTEE REPORTS**

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

20. **CLOSE PUBLIC MEETING:** Erickson

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

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

21. **OPEN PUBLIC MEETING:** Erickson

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

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

22. **NON-ALIGNED MASTER AGREEMENT:** Kazmierczak  
Page 122

Suggested Resolution: Move to approve the 2012-2014 Master Agreement for Non-Aligned as follows:

<u>School Year</u>	<u>Percent</u>	<u>Cost</u>
2012-13	2.02%	\$15,050.00
2013-14	<u>2.00%</u>	<u>\$15,204.00</u>
TOTAL	4.02%	\$30,255.00

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

23. **ADJOURNMENT**

**SCHOOL BOARD AGENDA - June 11, 2012****PAGE 6****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Instr and Curr Adv Com	June 14	7 am	PCE
Com Educ Adv Council	June 19	7 pm	PCE
School Board	June 25	7 pm	PCE
 School Board	 July 16	 7 pm	 PCE
School Board Work Session	August 13	5 pm	PCE
School Board	August 13	7 pm	PCE
School Board	August 27	7 pm	PCE
 K-12 Classes Begin	 September 4		

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
MAY 14, 2012  
PAGE 1**

**MEMBERS PRESENT:** Lisa Erickson, Cindy Fagerlie, Laurie Johnson, Mike Siggerud, Bill Tomhave, and Wayne Kazmierczak.

**MEMBERS ABSENT:** Kristine Thompson, Trudy Wilmer and Dr. Lynne A. Kovash.

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

**PREVIEW OF AGENDA:** Assistant Superintendent Kazmierczak recommended approval of the agenda to proceed with revisions to pages 2, 4, and 47 and the addition of pages 51.1 and 51.2.

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

**WE ARE PROUD:**

**We Are Proud** of Moorhead High's fall musical "Children of Eden" for being recognized with Hennepin Theatre Trust's highest honors — outstanding performance, outstanding production and outstanding orchestra — in the 2011-12 SpotLight Musical Theatre Program. Individual acting awards went to Drew Lausch (Father), Andrew Carlson (Adam/Noah) and Nina Grollman (Eve/Mama Noah) for Outstanding Performance in a Leading Role; Sam Wisenden (Cain/Japeth) for Outstanding Performance in a Supporting Role; Devon Manney (Abel/Ham), Sarah Rice (Yonah), Matt Fossum (Seth/Shem) and Kathryn Eggert (Aysha/Seth's Wife) for Honorable Mention Performance in a Supporting Role. Rebecca Meyer-Larson directed "Children of Eden." Moorhead High's production of "Children of Eden" will be featured at the SpotLight Showcase on June 11, 2012, at the Orpheum Theatre.

**We Are Proud** of the Moorhead High School students who placed at the 2012 Class AA state speech tournament in April. The team won 10 medals, the second highest in the state. The following speakers were medalists: Annie Cameron, second place in Creative Expression; Noah Johnson and Jade Krsnak, fourth place in Duo Interpretation; Maija Lindaas, fourth place in Extemporaneous Reading; Nina Grollman, second place in Humorous Interpretation; Katie Beedy, seventh place in Informative Speaking; Emily Haagenson, eighth place in Informative Speaking; Drew Lausch, fourth place in Serious Drama Interpretation; Sam Wisenden, sixth place in Serious Drama Interpretation; Matt Wisenden, fourth place in Serious Poetry Interpretation; and Shontel Smith, fourth place in Storytelling. Rebecca Meyer-Larson is the head coach of the speech team.

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PAGE 2**

**We Are Proud** of the record 11 Moorhead High School speech team members who have qualified for the National Forensics League Speech Tournament in Indianapolis in June. The following students won the opportunity to represent the best of Minnesota Speech at the national meet: Nina Grollman, Humorous Interpretation; Tanner Tweten and Devon Manney, Dramatic Interpretation; Drew Lausch, Sam Wisenden, Noah Johnson, Jade Krsnak, Ryan Olson and Anne Totten, Dramatic Duo; and Maija Lindaas and Kathryn Eggert, Original Oratory. Rebecca Meyer-Larson is the head coach of the speech team.

**We Are Proud** of fifth graders Lily Laidlaw and Ellie Viou for placing in the state DARE poster contest. Out of hundreds of entries, Lily's poster placed fifth and Ellie's poster placed eleventh. Their classroom teachers are Amber Arndt and Jayme Krsnak. Their art teacher is Michelle Sailer and their DARE officer is Valerie Kellen.

**We Are Proud** of Moorhead High School students Connor Neill, Heidi Johnson, Taj Puetz and Bjorn Hagen who were selected for membership in the Minnesota Band Directors Association Grades 9-10 Honor Band for the 2011-12 school year. They were selected from 254 students who auditioned for one of 74 positions in this group. The honor band performed April 22 at Fergus Falls Senior High School. Their band teacher is Pam Redlinger.

**We Are Proud** of Moorhead High School student Olivia Bergh, clarinet, who was selected by audition for the Minnesota All-State Band for the 2011-12 school year. The All-State Band performed Aug. 6 at Concordia College in Moorhead and Feb. 19 at Orchestra Hall in Minneapolis. Bergh is a student of Moorhead High band teacher Pam Redlinger.

**We Are Proud** of Moorhead students who placed in The Forum's Creations editorial essay, cartoon and design an ad contest. Students wrote editorials, drew cartoons or designed ads that ran in a supplement in the April 19 issue of The Forum. Students who placed are Brianna Flowers, Robert Asp Elementary, third place in the Grades 5-6 editorial cartoon category, teacher Josh St. Louis; Kaia Pepsin, Robert Asp Elementary, third place in the Grades 5-6 design an ad category, teacher Josh St. Louis; and Emma McFeely, Robert Asp Elementary, second place in the Grades 5-6 editorial essay category, teacher Andrea Manston.

**We Are Proud** of Horizon Middle School band students Michelle Foster, clarinetist, and Sam Hagen, percussionist, who were selected by audition for the Minnesota Band Directors Association Grades 6-8 Honor Band. Their band teachers are Olivia Latimer and Denise Pesola. This select band of top grades 6-8 students from around Minnesota rehearsed with guest conductor Dave Mendenhall and performed April 22 in Fergus Falls.



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

**We Are Proud** of Grady Carlson, Moorhead High School art teacher, for having a painting accepted into the 2012 "What Those Who Teach Can Do" exhibit by The Art Institutes International Minnesota in Minneapolis. This art exhibit highlights visual arts educators throughout the country who are also practicing professional artists. Carlson's painting, titled "Tribute to Jasper," is a piece in a series which Carlson tributes to American contemporary painter Jasper Johns and the 16th President of the United States, Abraham Lincoln.

**We Are Proud** of Pam Gibb, communications coordinator, whose work on the Experience Excellence district brochure was recognized by the Minnesota School Public Relations Association. The brochure received an Honorable Mention Certificate of Merit in MinnSPRA's 2012 STAR Awards Program.

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

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

Minutes - Approve the April 9 and 23, 2012 Meeting Minutes as presented.

Claims - Approve the May Claims, subject to audit, in the amount of \$1,463,156.24.

General Fund:	\$1,287,169.22
Food Service Fund:	\$152,916.38
Community Service Fund:	\$23,070.64
TOTAL	\$1,463,156.24

Approve the April wire payments, subject to audit, in the amount of \$3,806,817.80.

Moorhead Sports Center Lease Agreement Between the City of Moorhead and Moorhead Area Public Schools for 2012-2017 - Approve the lease agreement between the City of Moorhead and Moorhead Area Public Schools for the Moorhead Sports Center from July 1, 2012 through June 30, 2017 at an annual cost of \$155,191, \$162,599; \$170,007, \$177,415, and \$184,823.

Agreement for Use of City of Moorhead Facilities and Moorhead Area Public Schools Facilities for 2012-2017 - Approve the Agreement for Use of City of Moorhead Facilities and Moorhead Area Public Schools Facilities from July 1, 2012 through June 30, 2017 at an annual cost of \$45,847.71, \$46,647.62, \$47,459.84, \$48,284.23, and \$49,120.99

Red River Area Learning Center Lease Agreement - Approve the lease agreement between La Famiglia LTD and Moorhead Area Public Schools from September 1, 2012 through August 31, 2014 an an annual cost of \$104,405.

**REGULAR MEETING  
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Change in Contract

Amber From - STEM Teacher, Horizon Middle School, from .67 FTE to 1.00 FTE effective with the 2012-2013 school year (additional STEM classes).

Family/Medical Leave

Joanna Struck - Jump Start Teacher, EIS, effective approximately, July 4, 2012 for 10 weeks.

Resignations

Teresa Gardner - Bus Driver, Transportation, effective April 16, 2012.

Dave Morinville - Varsity Boy's Hockey Coach, effective April 27, 2012.

Ashlee Sirek - Paraprofessional, S.G. Reinertsen Elementary, effective May 31, 2012.

Catherine Johnson - Teacher, S. G. Reinertsen Elementary, effective June 1, 2012.

Ann Hiedeman - Director of Human Resource, Probstfield Center for Education, effective June 15, 2012.

New Employees

Karie Currie - Occupational Therapist, EIS, MA+20 (7) \$53,947.00, effective July 1, 2012 (replaces Regina Mandy).

Jacob Scandrett - Assistant Principal, Robert Asp Elementary, D61 (0-4) \$74,194.00, effective July 1, 2012 (new position).

Michael Daugs - Assistant Principal, Ellen Hopkins Elementary, D61 (0-4) \$74,194.00, effective July 1, 2012 (new position).

Travis Okerlund - Assistant Principal, S.G. Reinertsen Elementary, D61 (0-4) \$74,194.00, effective July 1, 2012 (new position).

Mary Kvebak - English Teacher, Moorhead High School, BA (3) \$37,279.00, effective with the 2012-2013 school year (replaces Jill Bickler).

Brooke Johnson - Spanish Teacher, Horizon Middle School, MA+20 (1) \$37,839.00, effective with the 2012-2013 school year (new position).

University of Mary Field Experience Contractual Agreement - Approve the University of Mary agreement beginning with the academic year of 2012-2013. The agreement provides students of University of Mary an opportunity to work cooperatively in a teacher-learning situation with a teacher certified by the State of Minnesota.

Extended Leave of Absence

Jackie Migler - Program Manager, Learner Support Services, effective June 30, 2012.

Early Retirement

Stephen Huebner - Night Lead Custodian, Horizon Middle School, effective May 25, 2012.

Motion carried 5-0.

**REGULAR MEETING  
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**MAJOR MAGNITUDE FIELD TRIP REPORT - SPANISH STUDENTS TO COSTA RICA:**

Kazmierczak requested the item be postponed due to presenters' lack of attendance of the presenters.

**EXTENDED LEARNING YEAR:** Deb Pender-Tilleraas, director of Red River Area Learning Center, and Angela Doll, learner support services program manager provided information regarding 2012 summer programming that extends learning opportunities through August 2012. Summer programs under special education include Elementary, Middle and High School Extended School Year; Early Intervention Services (EIS); and Summer Transition Extended School Year. Summer Alternative Education programs include PLUS Week (Positive Learning Under Supervision); Summer Academy; Excel High School; STARRS Elementary (Summer Time Academics, Reading, Recreation for Elementary Students); STARRS Middle; Monday Independent Study Program; STARRS High School; Career and Technical Education, Minor Parent Program; and Jump Start.

Fagerlie moved, seconded by Johnson, to approve the 2012 Extended Learning Year Program for Moorhead Schools. Motion carried 5-0.

**SCHOOL START AND DISMISSAL TIMES FOR THE 2012-2013 SCHOOL YEAR:**

Kazmierczak explained that the district is adding 15 minutes to the school day with the approval of the teacher contract in April. Other considerations are the adolescent sleep research and the negotiations with transportation vendors for new two-year contracts. The district is exploring the possible reduction of bus routes to create more efficiencies and reduce costs. Transportation costs are currently higher than in comparable districts because of the rates paid to vendors, the number of routes operated, and the policy of transporting students who live one mile or more from school. The state requires transportation of students who live two or more miles from school.

Kazmierczak reminded the board that they discussed six scenarios at the April 23 meeting. Following that meeting, additional scenarios were developed to address concerns with the early start time at Horizon and later start times that were proposed for the elementary schools. Scenario 7 saves \$400,000 and has the elementary schools starting at 8 a.m. and going until 2:45 p.m.; Horizon from 9:30 a.m. to 4:15 p.m.; and Moorhead High from 8:30 a.m. to 3:35 p.m.

Scenarios 8 and 9 both save \$325,000, with scenario 8 having the elementary schools run from 8 a.m. to 2:45 p.m.; Horizon from 9:10 a.m. to 3:55 p.m.; and Moorhead High from 8:30 a.m. to 3:35 p.m. Scenario 9 has all schools starting and ending five minutes earlier. Under both of these scenarios, the buses at Horizon wouldn't arrive until 15 minutes after dismissal (4:10 p.m. or 4:05 p.m.).

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Kazmierczak said some of the earlier scenarios are no longer being considered because they don't address enough of the items that the district is trying to accomplish. Those items are: add 15 minutes to the school day, provide for later middle school start time, support adolescent sleep research, and reduce bus routes. Scenario 2 is still under consideration, although it only

addresses two of the four factors. Under that scenario, elementary schools would run from 9 a.m. to 3:45 p.m.; Horizon Middle School from 7:45 a.m. to 2:30 p.m.; and Moorhead High School from 8:05 a.m. to 3:10 p.m. That plan would save \$250,000.

Kazmierczak told the board that he had received considerable feedback and reaction is mixed for all options. There was discussion about the need for supervision before and after school at Horizon and the need to adjust practice and game times. It was asked whether the decision could be delayed a year. Kazmierczak said agreements with transportation vendors needed to be finalized and waiting a year wouldn't yield new scenarios. The goal is to bring a recommendation to the board for approval at the May 29 meeting.

Ross Hilgers - 1913 12th Street South - communicated his concerns related to the school start and dismissal times.

Toby Biebl - 1005 2nd Avenue South, addressed needed communication between the school district and St. Joseph Catholic School related to the school start and dismissal times.

**APPROVAL OF JUMP START EARLY CHILDHOOD PROGRAM PROPOSAL:** Robin Grooters, early learning program manager, Lauri Winterfeldt, Community Education director, and Jill Skarvold, director of learner support services presented information related to the program proposal. They noted that more than half of the students entering kindergarten aren't at the level they need to be; data from the existing Jump Start program was reviewed.

Expansion of early learning opportunities was one of the operating levy referendum priorities. Jump Start classrooms will increase from one room to four rooms. The preschool programs will be two days a week for three year olds and four days a week for four year olds, which doubles the amount of time the four year olds will be in preschool programs compared to the current School Readiness preschools. Winterfeldt said the Early Childhood Family Education classes will continue, but the School Readiness programs will change.

Tomhave moved, seconded by Siggerud, to approve the Jump Start Early Childhood Program Proposal as presented. Motion carried 5-0.

**APPROVAL OF POLICY:** Tomhave moved, seconded by Johnson, to approve the policy, School District System Accountability 650, as presented. Motion carried 5-0.

**REGULAR MEETING  
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**APPROVAL OF POLICY:** Fagerlie moved, seconded by Siggerud, to approve the policy, Recording or Audio/Videotaping a Parent-Guardian/Teacher Conference 444, as presented. Motion carried 5-0.

**APPROVAL OF POLICY:** Siggerud moved, seconded by Fagerlie, to approve the policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse 534, as presented. Motion carried 5-0.

**APPROVAL OF POLICY:** Johnson moved, seconded by Tomhave, to approve the policy, Maltreatment of Vulnerable Adults 535, as presented. Motion carried 5-0.

**APPROVAL OF POLICY:** Tomhave moved, seconded by Johnson, to approve the policy, Special Education Policies and Procedures 603, as presented. Motion carried 5-0.

**APPROVAL OF POLICY:** Fagerlie moved, seconded by Siggerud, to approve the policy, Employee Responsible Use of Social Media 447, as presented. Motion carried 5-0.

**APPROVAL OF POLICY:** Siggerud moved, seconded by Fagerlie, to approve the policy, Electronic Communications Between Employees and Students 448, as presented. Motion carried 5-0.

**APPROVAL OF POLICY:** Johnson moved, seconded by Tomhave, to approve the policy, Online Learning Options 610, as presented. Motion carried 5-0.

**APPROVAL OF POLICY:** Tomhave moved, seconded by Fagerlie, to approve the policy, Moorhead Area Public Schools Electronic Network and Acceptable Use and Safety 731, as presented. Motion carried 5-0.

**COMMITTEE REPORTS:** Brief reports were heard regarding Joint Powers Committee, Hopkins PTAC, Reinertsen PTAC, Instruction and Curriculum Advisory Committee, Staff Development Committee, and Asp PTAC meetings and also the Education Moorhead Banquet.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD:** Kazmierczak reported that the state would be releasing the Multiple Measurement Rating (MMR) results on May 22. Chair Erickson reminded board members of the May 29 School Board Retirement Reception scheduled for 5:30 p.m.

**ADJOURNMENT:** Hearing no objections, the Chair adjourned the meeting at 8:35 p.m.



**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
PROBSTFIELD CENTER FOR EDUCATION  
MAY 29, 2012  
PAGE 1**

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

**MEMBERS ABSENT:** None.

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

**PREVIEW OF AGENDA:** Superintendent Kovash recommended approval of the agenda to proceed with revisions to pages 3, 25 through 47 and the addition of pages 47.1 through 47.5.

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

**WE ARE PROUD:**

**We Are Proud** of activities director Don Hulbert for receiving the State Award of Merit from the Minnesota Interscholastic Athletic Administrators Association. The National Federation State Award of Merit is presented annually to a Minnesota athletic administrator as selected by a committee from the membership of the MnIAAA. The Award of Merit is presented to an individual who has shown outstanding leadership in interscholastic athletics or related areas.

**We Are Proud** of Rachel Lerum, counselor at Moorhead High School, who has been chosen as the School Counselor of the Year by the West Central Minnesota School Counselor's Association. She was honored at the WCMSCA's spring conference on April 13 in Detroit Lakes.

**We Are Proud** of Shari Gustafson, Horizon Middle School counselor/dean, who has been selected as the 2012 Minnesota Middle School Counselor of the Year by the Minnesota School Counselors Association. This award recognizes an individual who has contributed to the school counseling profession and to the success of students at the highest levels. Gustafson was recognized at the MSCA state convention on April 30. Last year, Gustafson received the Middle School Counselor of the Year award from the West Central School Counselors Association, which qualified her to enter the state division this year.

**We Are Proud** of the Moorhead High School Economics Challenge team for placing third in the Advanced Placement division at the Economics Challenge state meet on April 12. Team members are Andrew Carlson, Jonathan Haglund, Maija Lindaas and Ryan Olson. The team placed first at the Heartland Economics Challenge to qualify for the state meet. At the Heartland meet, Haglund, Carlson and Olson placed first, second and third respectively.



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

**We Are Proud** of Ellen Hopkins Elementary students whose art was selected for display in the AEM Capitol Art Exhibit that ran March 24-31 in celebration of Youth Art Month 2012. Ali Astrup created a self-portrait with symbols using colored pencils, and Harleigh Bingle created heart art with tempera paint. Their art teacher is Sue Geihl.

**We Are Proud** of the Horizon Middle School 7th and 8th grade Knowledge Master Team for placing third out of 38 Minnesota teams in the Spring Knowledge Master Open held April 24. Nationally, the Horizon team placed 53rd out of 565 participating teams.

Team members are David Bartle, Christian Carlson, Brian Craig, Konner Doucette, Alex Dougherty, Blake Filipi, Hannah Hendrickson, Sam Kartenson, Seamus Neill, Ryan Schirado, Ethan Smith, Claire Twedt, Alex Volk, Jacen Wentzell, Linka Wintersteen and Caroline Wirries. The team is coached by Lois Brown.

The Knowledge Master Open was designed to stimulate enthusiasm for learning and recognition for academic accomplishment. The 200 challenging questions require higher-level thinking skills and cover 14 curriculum areas. Scores are based on a combination of speed and accuracy.

**We Are Proud** of Horizon Middle School students who had outstanding achievement in the Midwest Academic Talent Search. Forty-six students at Horizon participated in this year's Midwest Academic Talent Search sponsored by Northwestern University. Alex Volk, Brian Craig and Stefan Duginski received top SAT combined scores, and Elly Schaefer and Seamus Neill received top ACT composite scores. The Midwest Talent Search is coordinated at Horizon Middle School by Lois Brown.

**We Are Proud** of Jon Moe, STEM teacher at Horizon Middle School, for being named the Happy Hooligan Chapter 132 Air Force Association Teacher of the Year. The award recognizes a classroom teacher for achievements in support of STEM and the impact of these activities on students. Moe received \$250 and was recognized at an awards banquet on April 10. Moe has now been selected as the North Dakota Air Force Association Teacher of the Year. He received a certificate, jacket and \$500 during a presentation in his classroom in May.

**We Are Proud** of Moorhead students who placed in The Forum's Creations editorial essay, cartoon and design ad contest. Students wrote editorials, drew cartoons or designed ads that ran in a supplement in the April 19 issue of The Forum. Students who placed are:

Ethan Jenks, Robert Asp Elementary, second place in the Grades K-2 editorial cartoon category, teacher Jennifer Carney;

Cindy Higdem, Robert Asp Elementary, third place in the Grades K-2 editorial cartoon category, teacher Becky Wolford;

Olivia Evanson, Robert Asp Elementary, first place in the Grades K-2 editorial essay category, teacher Jennifer Carney;

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Seth Sorenson, Robert Asp Elementary, second place in the Grades K-2 editorial essay category, teacher Becky Wolford;  
Dakota MacAdams, Robert Asp Elementary, third place in the Grades K-2 editorial essay category, teacher Jennifer Carney;  
Nevaeh Swanson, Robert Asp Elementary, first place in the Grades K-2 design an ad category, teacher Becky Wolford;  
Braydon Strom, Robert Asp Elementary, second place in the Grades K-2 design an ad category, teacher Joni Foss;  
Garrett Solberg, S.G. Reinertsen Elementary, second place in the Grades 3-4 editorial cartoon category, teachers Sarah Wothe and Kate Rockstad; and  
Taneka Joubert, Red River Area Learning Center, first place in the Grades 7-9 editorial essay category, teacher Aura Lee Mohror.

**We Are Proud** of the Horizon Middle School Destination ImagiNation Team for placing first at the Moorhead Regional Tournament held March 17. Students competed in the technical challenge Assembly Required, which required them to design and build equipment that retrieves parts and delivers products. Team members are Preston Degerman, Henri Kieffer-Biermann, Jacob Redlin, Caroline Wirries, Alex Church and Adam Altendorf. Team managers are Katherine Altendorf and Rita Degerman.

**We Are Proud** of the Hopkins Elementary School Destination ImagiNation Team for placing third at the Moorhead Regional Tournament held March 17. Students competed in Challenge C, Coming Attractions, which required them to present a four-minute movie trailer involving characters from at least two different nations. They had to design a cinematic special effect and feature it in the trailer and create an original soundtrack that complemented their trailer. Team members are Lily Kjos, Samantha Zimmerman, Meghan Moore, Cassie Freeman, Kelli Forster, Anna Lindgren and Chloe Thompson. Team managers are Kris Thompson and Adam Twardowski.

**We Are Proud** of the Horizon Middle School Destination ImagiNation 6th Grade Team for placing sixth out of eleven teams at the State DI Tournament on April 14. The students competed in Challenge E, Hold It!, which required them to design, build and test a structure made entirely of wood and glue to hold weight and contain tournament-provided golf balls and build a delivery device to deposit each golf ball into the structure. They also had to present an original story about a "captivator" and integrate the weight placement and golf ball delivery into their eight-minute story. Team members are Oliver Borchers-Williams, Ian Manning, Nick Witthoeft, Levi Nelson, Dash Hilgers and Mike Thibert. Team manager is Rebecca Thibert.

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**We Are Proud** of the Horizon Middle School Destination ImagiNation 8th Grade Team for placing fifth out of eight teams at the State DI Tournament on April 14. The students competed in Challenge D, News to Me, which required them to learn about different types of news stories, cause and effect relationships, and practice techniques for Cooperative Human Scenery. They had to create a five-minute improvisational skit at the tournament with five randomly selected improv elements. Team members are Anthony Johnson, David Thibert, Alex Thomason, Seamus Neill and Mason Pickar. Team manager is Laurie Johnson.

**We Are Proud** of the Horizon Middle School Destination ImagiNation 8th Grade Team for placing first out of six teams at the State DI Tournament on April 14 and advancing to Global Finals in Knoxville, Tenn., in May. The students competed in projectOutreach: The World Canvas, which required them to identify a community need and design and carry out a project to address this need. They had to create an advertisement and brochure and make an eight-minute presentation which included these items. Team members are Anthony Johnson, David Thibert, Alex Thomason, Seamus Neill and Mason Pickar. Team manager is Laurie Johnson.

**We Are Proud** of the Horizon Middle School Destination ImagiNation Girls Team for placing second out of fifteen teams at the State DI Tournament on April 14 and advancing to Global Finals in Knoxville, Tenn., in May. The students competed in Challenge C, Coming Attractions, which required them to present a four-minute movie trailer involving characters from at least two different nations. They had to design a cinematic special effect and feature it in the trailer and create an original soundtrack that complemented their trailer. Team members are Abigail Johnson, Emily Karevold, Allison Hanson, Lexi Dauner, Claire Twedt, Linka Wintersteen and Emily Pratt. Team manager is Laurie Johnson.

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

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

Agreement Between Clay County Public Health and Moorhead School District - Approve the Agreement Between Clay County Public Health and Moorhead School District for early childhood screening services as presented. The term of the agreement is one year from July 1, 2012 through June 30, 2013.

Donation - Accept the donation from Kay & Krafts of various Reminisce scrapbooking products valued at \$500, which will be used by the Keys to Kindergarten program. Administration will send a thank you.

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Change in Contract

John Dobmeier - Social Studies Teacher, Moorhead High School from .67 FTE to 1.00 FTE, BA (1) \$34,980.00 (.34 new FTE).

Resignations

Emily Kasprowicz - Bus Assistant, Transportation, effective May 18, 2012.

Chauncy Hendershot - Social Studies Teacher, Assistant Football 9<sup>th</sup> Grade Basketball and Assistant Track, Moorhead High School, effective at the end of the 2011-2012 school year.

Benjamin Pedersen - Elementary Teacher, S.G. Reinertsen Elementary, effective at the end of the 2011-2012 school year.

Katie Palinski - Paraprofessional, S.G. Reinertsen Elementary, effective May 31, 2012.

Denise Paulson - Health Tech Secretary, Early Learning Center, effective May 29, 2012.

New Employees

Matthew Western - Learner Support Services Teacher, Ellen Hopkins Elementary, BA (2) \$36,122.00, effective with the 2012-2013 school year (replaces Beverly Bjertness).

William Demke - Social Studies Teacher, Moorhead High School, MA(4) \$44,916.00, effective with the 2012-2013 school year (replaces Chauncy Hendershot).

Paul Wanzek - Learner Support Services Teacher, S.G. Reinertsen Elementary, MA (1) \$40,697.00, effective with the 2012-2013 school year (replaces Barb Schumacher).

Angela Cunningham - English Teacher, Moorhead High School, BA (4) \$38,434.00, effective with the 2012-2013 school year (replaces Joanna McBride).

Jennifer Haugo - Elementary Teacher, Robert Asp Elementary, MA (10) \$53,340.00, effective with the 2012-2013 school year (replaces Elizabeth Evenstad).

Elizabeth Schumacher - Elementary Teacher, Robert Asp Elementary, BA (2) \$36,122.00, effective with the 2012-2013 school year (replaces Travis Husen).

Margaret Neutzling - Kindergarten Teacher, Robert Asp/S.G. Reinertsen Elementary, BA (0) \$33,823.00, effective with the 2012-2013 school year (replaces Colleen Geffe-Dahle).

Peter Cullen - Interim Varsity Hockey Coach, Moorhead High School, .120 (1) \$4,451.00 effective with the 2012-2013 season (replaces Dave Morinville).

Motion carried 7-0.

**MAJOR MAGNITUDE FIELD TRIP REPORT - SPANISH STUDENTS TO COSTA**

**RICA**: A report was presented from Moorhead High Spanish teacher Lana Suomala about the Spanish students' major magnitude field trip to Costa Rica in March.

**APPROVAL OF SCHOOL START AND DISMISSAL TIMES FOR THE 2012-2013**

**SCHOOL YEAR**: Assistant Superintendent Wayne Kazmierczak provided information about the recommended changes to the start and dismissal times for schools. Kazmierczak reminded the board that the district is adding 15 instructional minutes to the school day with the approval of

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the teacher contract in April. Other considerations are the adolescent sleep research and the possible reduction of bus routes, which reduces transportation costs. Kazmierczak reviewed some supplemental information to address questions that had been received.

(I will check the order of speakers.)

Matt Craig - 1616 16th Street South - addressed the board regarding his concerns related to the school start and dismissal times.

Ruth DuChene - 2316 Country Club Parkway - addressed the board regarding her concerns related to the school start and dismissal times.

Ross Hilgers - 1913 12th Street South - addressed the board regarding his concerns related to the school start and dismissal times.

Carla Houle - 1901 Centre Square - addressed the board regarding her concerns related to the school start and dismissal times.

Annette Doucette - 1904 18th Avenue South - addressed the board regarding her concerns related to the school start and dismissal times.

Jesse Atteberry - 1119 22nd Avenue South - addressed the board regarding her concerns related to the school start and dismissal times.

Dave Nelson - 1610 5th Street South - addressed the board regarding his concerns related to the school start and dismissal times.

Chizuko Shastri - 1319 16th Avenue South - addressed the board and the audience stating she supported the reduced transportation costs versus cutting programs and staff due to limited resources.

Shannon Swenson - 4047 41st Avenue South - addressed the board regarding her concerns related to the school start and dismissal times.

Fagerlie moved, seconded by Thompson, to approve the school start and dismissal times for the 2012-2013 school year as follows:

Elementary Schools	7:55 a.m. - 2:40 p.m.
Horizon Middle School	9:05 a.m. - 3:50 p.m.
Moorhead High School	8:25 a.m. - 3:30 p.m.



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Motion carried 7-0.

The approved recommendation (Scenario 9) saves \$325,000 and at Horizon, of the 34 buses needed for the afternoon routes, 23 will arrive for dismissal and 11 will arrive 10-15 minutes after dismissal.

Each board member shared their reasons for approving the school start and dismissal times.

**APPROVAL OF TRANSPORTATION CONTRACTS FOR 2012-2013 AND 2013-2014 SCHOOL YEARS:** Tomhave moved, seconded by Wilmer, to approve the student transportation contracts with Richards Transportation, Red River Acquisitions, and Schuck Bus Service for the 2012-2013 and 2013-2014 school years with an option to extend for an additional two years. Motion carried 7-0

**APPROVAL OF BIDS - ROBERT ASP ELEMENTARY SECURITY IMPROVEMENTS:** Fagerlie moved, seconded by Johnson, to approve the bids for the Robert Asp Elementary security improvements as presented. Motion carried 7-0.

**UPDATE ON STATE OF MINNESOTA'S NO CHILD LEFT BEHIND WAIVER:** Missy Eidsness, Director of School Improvement and Accountability, provided an overview regarding the changes to the No Child Left Behind (NCLB) law in the State of Minnesota. The board also heard an update on the new Multiple Measurement Ratings, which were released by the Minnesota Department of Education on May 22. These initial ratings are based on test results and data averaged from the 2009-10 and 2010-11 school years. Ratings for this year's data will be released in August. The new MMR measures proficiency, student growth, achievement gap reduction and graduation rates. Schools earn points in each category, and the percentage of possible points a school earns is the school's MMR.

This new tool is part of Minnesota's waiver from No Child Left Behind. Under the waiver, schools and districts will no longer be identified as "in need of improvement" or face sanctions for not making Adequate Yearly Progress (AYP). Academic standards, assessments, public reporting, calculating AYP and disaggregating data all remain, but the MMR will be used to gauge school performance. The state's goal is to close the achievement gaps by 50 percent over the next six years.

All schools receive ratings. Additionally, Title I schools may be identified as Reward Schools (15 percent highest-performing Title I schools in the state); Focus Schools (10 percent of Title I schools with the largest achievement gaps in the state); or Priority Schools (bottom 5 percent of Title I schools). In our district, Ellen Hopkins Elementary was designated a Focus School.



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**FIRST READING OF POLICIES:** The board conducted a first reading of the policies, Inclusive Educational Program 609, Policies Incorporated by Reference for Employees/ Personnel 499, Student Discipline 551, MAPS District Weapons Policy 576, Prohibiting Intimidation and Bullying 578, Policies Incorporated by Reference for Students 599, Health and Safety 714, Student Transportation Safety 721, and Community Use of School Facilities and Equipment 904.

**COMMITTEE REPORTS:** Brief reports were heard regarding the Policy Review Committee, Technology Committee, Activities Council, Title I Parent District Advisory Committee, Horizon PTAC, Asp and Reinertsen DARE Graduations, Instruction and Curriculum Advisory Committee, Education Moorhead Meet and Confer, and Wellness Committee meetings. Fagerlie announced that the Indian Education Graduation Reception was scheduled for May 30 at Lindenwood Park.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD:** Superintendent Kovash reported she had attended the Red River Area Learning Center Senior Recognition and noted parents thanked staff for believing in their kids. Board members were reminded of the MHS Graduation scheduled for June 3 at 2 p.m. at Concordia College.

**CLOSE PUBLIC MEETING:** Tomhave moved, seconded by Johnson, to close the public meeting at 9:57 p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies. Motion carried 7-0.

The chair recessed the meeting at 9:58 p.m.; the meeting reconvened at 10:03 p.m.

**OPEN PUBLIC MEETING:** Tomhave moved, seconded by Fagerlie, to open the public meeting at 10:13 p.m. Motion carried 7-0.

**PARAPROFESSIONAL MASTER AGREEMENT:** Siggerud moved, seconded by Thompson, to approve both the 2010-2012 and 2012-2014 Master Agreement for Paraprofessionals as follows: 2010-11 = 2.40 percent for \$81,459.00; 2011-12 = 2.30 percent for \$79,727.00; for a total of 4.70 percent for \$161,186.00; and 2012-13 = 2.03 percent for \$72,140.00; and 2013-14 = 1.99 percent for \$72,140.00; for a total of 4.02 percent and \$144,280.00. Motion carried 7-0.


**ADJOURNMENT:** Hearing no objections, the Chair adjourned the meeting at 10:19 p.m.



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.089 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: June 5, 2012

SUBJECT: June Claims

The June claims are as follows:

General Fund	\$571,244.24
Food Service Fund	\$144,099.08
Community Service Fund	\$27,194.90
TOTAL	\$742,538.22

Suggested Resolution: Move to approve the June claims, subject to audit, in the amount of \$742,538.22.


WAK:nls



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.087 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: June 5, 2012

SUBJECT: Agreement Between Clay County Public Health and Moorhead School District

Attached please find the renewal agreement between Clay County Public Health and Moorhead Area Public Schools for provision of nursing services. The term of the agreement is one year from July 1, 2012 through June 30, 2013.

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

Suggested Resolution: Move to approve the Agreement Between Clay County Public Health and Moorhead School District for nursing services as presented.

WAK:nls  
Attachments

**AGREEMENT BETWEEN  
CLAY COUNTY PUBLIC HEALTH  
AND  
MOORHEAD SCHOOL DISTRICT**

The Moorhead School District, hereinafter referred to as the "School" and Clay County Public Health, Moorhead, Minnesota hereinafter referred to as the "Provider" enter into this agreement for the period July 1, 2012 through June 30, 2013. These dates allow the school district to cover the fiscal year. Provider services will be requested starting two weeks prior to the first day of classes, throughout the school academic year and lasting two weeks after the last day of classes.

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

**I. PROVIDER RESPONSIBILITIES:**

1. Provide nursing services as a back-up in the School as requested.
2. Provide nursing consultation per phone or in person to the School as requested.
3. Assist with immunizations as requested by the school.
4. Assistance with communicable disease control as requested by the School.
5. The public health nurse shall provide the above services to the school district. The day of the week and the length of time spent in the school may vary according to the activity planned and requested by the school.

**II. SCHOOL RESPONSIBILITIES:**

The school shall appoint a health service aide in each building to assist the public health nurse. The aide shall at all times remain the employee and agent of the School. The School shall cooperate with all reasonable requests of the Provider in connection with the furnishings of the above service.

The School shall provide ample space for the public health nurse to care for students. The space shall be appropriate for the activity provided.

The School will give 48 hours (or more if possible) notice to Provider when services are needed to provide back-up for scheduled days off for the school nurse (e.g. for attendance at conferences, vacation days).

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

### **III. STAFF:**

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

### **IV. RECORDS:**

1. Individual school health records will be maintained by the school health aide and kept on file in the School in accordance with school policy.
2. Necessary health forms will be provided by the School.
3. The School is responsible to comply with the Data Practices Act which includes notification of data collected, release of information and safeguarding the record.

### **V. COST OF SERVICES:**

The School agrees to pay the Provider, upon receipt of the bill, \$37.00 per hour spent by the public health nurse on school premises and consultation hours in the Provider's office, up to a maximum of \$1,850.00 per year or 50 hours. The cost of supplies shall be in addition to this amount. The Provider will bill the School monthly specifying the dates and number of hours service was provided, and the amount being billed. The bill will be payable upon receipt.

### **VI. INDEMNIFICATION:**

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

School Superintendent

(date)

Chair, School Board

(date)

Director, Clay County Public Health

(date)

Chair, Clay County Board of Commissioners

(date)



## ADDENDUM TO AGREEMENT

This Addendum is effective on upon execution, and amends and/or is made part of the Agreement by and between Clay County Public Health ("Agency") and Moorhead Public Schools (Business Associate") dated July 1, 2012, ("Agreement").

Agency and Business Associate agree to modify the Agreement, in order to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Agreement.
3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of Agency, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by Agency. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR; and (c) Agency's health information privacy and security policies and procedures.
4. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from Agency only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
  - (a) The disclosure is required by law; or
  - (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
    - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
    - (ii) Notify Business Associate (who shall in turn promptly notify Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
5. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosures of any PHI received from or on behalf of Agency.

6. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.
7. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of Agency, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Agency that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).
8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of Agency to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.
9. Access to PHI. Business Associate shall provide access, at the request of Agency, to PHI in a Designated Record Set, to Agency or, as directed by Agency, to an Individual in order to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable State law. Business Associate shall provide access in the time and manner set forth in Agency's health information privacy and security policies and procedures.
10. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Agency directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Agency or an Individual, and in the time and manner set forth in Agency's health information privacy and security policies and procedures.
11. Accounting of Disclosures of PHI.
  - (a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
  - (b) Business Associate agrees to provide Agency or an Individual, in time and manner set forth in Agency's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

12. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Agency available to Agency and to DHHS or its designee for the purpose of determining Agency's compliance with the Privacy Rule.
13. Reporting. Business Associate shall report to Agency any use or disclosure of PHI not authorized by the Agreement or in writing by Agency. Business Associate shall make the report to Agency's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure.
14. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by Agency's Privacy Official.
15. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
16. Termination for Cause. Upon Agency's knowledge of a material breach by Business Associate, Agency shall:
  - (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by Agency.
  - (b) Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible.
  - (c) If neither termination nor cure is feasible, Agency shall report the violation to the Secretary.
17. Return or Destruction of Health Information.
  - (a) Except as provided in Section 16(b) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Agency notification of the conditions that make return or destruction infeasible. Upon verification by Agency that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

18. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of July 1, 2012.

**AGENCY**

**BUSINESS ASSOCIATE**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: Kathy McKay

Print Name: \_\_\_\_\_

Title: Public Health Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

Memo HR.12.102

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources *ah/smw*  
DATE: June 5, 2012  
SUBJECT: Contract in Change

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

Colleen Geffe Dahle Kindergarten Teacher, Robert Asp/PCE to 1<sup>st</sup> Grade Teacher, Robert Asp Elementary, effective with the 2012-2013 school year.

Julie Hanson Community Education/SEMS Secretary, B21 (15) \$18.06 per hour to School Improvement and Accountability Secretary B23 (12) \$18.43 per hour, 4 hours per day, effective June 18, 2012, SEMS Secretary, B21 (15) \$18.06 per hour, 4 hours per day,

**SUGGESTED RESOLUTION:** Move to approve the change in contract for Colleen Geffe-Dahle and Julie Hanson as presented.

AH:smw



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

Memo HR.12.105

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources *AH*  
DATE: June 5, 2012  
SUBJECT: Family/Medical Leave

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

Sara Thronson Teacher, EIS, effective June 19, 2012 for approximately 6-8 weeks.

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

AH:smw





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

Memo HR.12.101

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources *AH*  
DATE: June 5, 2012  
SUBJECT: Resignations

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

Mark Perry Varsity Softball Coach, High School, effective at the end of the 2012 season.

Angie Vicha K+ Paraprofessional, Probstfield Center for Education, effective May 29, 2012.


**SUGGESTED RESOLUTION:** Move to approve the resignations of Mark Perry and Angie Vicha as presented.

AH:smw



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

Memo HR.12.104

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources   
DATE: June 5, 2012  
SUBJECT: New Employees

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

Emily Nygard Elementary Teacher, S. G. Reinertsen Elementary, BA+30 (1)  
\$39,269.00, 1.00 FTE, effective with the 2012-2013 school year.  
(Replaces Catherine Johnson)

Julie Johnson Speech Language Pathologist, District, MA (4) \$44,916.00, 1.00  
FTE, effective with the 2012-2013 school year. (Replaces Amanda  
Kuehn)


**SUGGESTED RESOLUTION:** Move to approve the employment of Emily Nygard and Julie Johnson as presented.

AH:smw



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

Memo HR.12.103

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources   
DATE: January 3, 2012  
SUBJECT: Other Leave of Absence

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


Tessa Petrowske Certified Occupational Therapist, District, effective with the 2012-2013 school year.

**SUGGESTED RESOLUTION:** Move to approve the Other Leave of Absence for Tessa Petrowske pursuant to Article IX, Section 6 of the T.C.I. Master Agreement.



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

Memo HR.12.107

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources   
DATE: June 5, 2012  
SUBJECT: Early Retirement

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

Mary Bonemeyer Food and Nutrition Server, Probstfield Center for Education, effective June 1, 2012.

**SUGGESTED RESOLUTION:** Move to approve the Early Retirement of Mary Bonemeyer as presented.


AH:smw



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.092 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: June 5, 2012

SUBJECT: Approval of School District Insurance Package

The School District's insurance agent, Tom Quam with Bremer Insurance, will be in attendance at the June 11, 2012 School Board meeting to present the insurance package for approval and to answer any questions you or the board members may have regarding our insurance coverage.

Suggested Resolution: Move to approve the insurance package in the amount of \$385,441.86 from Riverport Insurance Company effective July 1, 2012 through June 30, 2013 as provided and presented by Mr. Tom Quam of Bremer Insurance.

WAK:nls  
Attachment

June 5, 2012

Mr. Wayne Kazmierczak, Assistant Superintendent  
Moorhead Public Schools ISD #152  
2410 14<sup>th</sup> Street South  
Moorhead, MN 56560

Dear Mr. Kazmierczak and School Board Members:

We submitted your insurance applications to your current carrier, Riverport, as well as EMC Insurance Company for your Property and Liability package policy. For your Workers' Compensation we submitted an application to RAM Mutual. Attached with this document is the commercial proposal for Riverport Insurance Company as EMC declined to quote stating they were not competitive with Riverport. We'll review the expiring versus renewal premium cost.

<b>Coverage Description - Expiring Premium</b>	<b>~</b>	<b>Renewal Premium</b>
Property	\$ 72,704.82	\$ 82,585.81
General Liability	\$ 14,008.00	\$ 19,564.00
Professional Liability	\$ 10,058.00	\$ 12,376.00
Inland Marine	\$ 734.00	\$ 580.00
Crime	\$ 1,650.00	\$ 1,792.00
Auto	\$ 12,546.00	\$ 11,123.00
Terrorism	Included	\$ 1,785.00
Volunteer Accident	\$ 1,566.00	\$ 1,579.05
Umbrella	\$ 4,185.00	\$ 5,202.00
Workers' Compensation	\$191,817.00 (Riverport)	\$248,855.00
<b>Total Premium</b>	<b>\$309,268.82</b>	<b>\$385,441.86</b>

We will review the coverage changes that were made for your renewal policy period, based on your instructions.

**Property:** Your expiring Blanket/Agreed Valuation property limit was \$162,465,370 your new blanket limit is \$166,352,300. You instructed us to increase all property by 2% to keep pace with inflation; no other property changes were made for your renewal policy period.

**Business Income and Extra Expense:** This coverage limit remains at \$825,000, no changes were requested for your renewal policy period. Extra Expense coverage is intended to pay for your additional costs in the event a covered loss forces you to spend resources because of damage or destruction to a covered property.

**General Liability:** No coverage changes were made for your renewal policy period. Population changes were made based on the number of students in your district.

<b>Description of Population</b>	<b>- Expiring</b>	<b>- Renewal</b>
Total Students (Including Pre School)	5,400	5,445
Stadium Receipts	\$100,000	\$100,000



June 5, 2012  
Moorhead ISD #152  
Page Two

**Workers' Compensation:** You instructed us to increase your payroll by \$600,000. In addition to the payroll increase, we will review the expiring versus renewal rates by classification.

<u>Job Description</u>	<u>- Code -</u>	<u>Exp Payroll</u>	<u>- Rate -</u>	<u>Rnwl Payroll</u>	<u>- Riverport</u>	<u>- Ram</u>
Drivers & Helpers	7380	\$ 31,700	6.25	\$ 31,700	8.05	7.57
Bus Drivers	7382	\$ 352,800	5.22	\$ 352,800	6.82	5.77
Garage Mechanics	8385	\$ 44,800	3.52	\$ 44,800	4.06	3.82
Teachers	8868	\$31,415,000	.68	\$31,915,000	.71	.66
Other Employees	9101	\$ 1,443,700	4.92	\$ 1,543,700	6.29	5.32
<b>Totals</b>		<b>\$33,288,000</b>		<b>\$33,888,000</b>		
<b>Experience Modification</b>		<b>1.05</b>		<b>1.20</b>	<b>+ 42,974</b>	<b>+ 66,131</b>
<b>Scheduled Credit</b>				<b>37% -148,403-</b>	<b>40% -158,714</b>	

**Terrorism:** Terrorism coverage is included in our Riverport proposal at a \$1,785 premium cost. You elected to purchase Terrorism coverage in prior policy periods.

**Volunteer Accident Coverage:** Riverport Insurance gives you the option to purchase Volunteer Accidental Medical and Dental Coverage. That policy has been mailed to your District Office.

**Pricing Analysis:** The insurance premium cost for independent school districts has increased sharply this year due to loss ratio problems by all carriers. Your property and liability package increased by \$19,135.04 for your renewal policy period. That increase is partially because you took a 2% inflationary increase on real & personal property. Your student count is also up 8% over expiring policy period. Workers' Compensation premium costs have also increased significantly \$40,490 due to losses and insurers are reluctant to offer credits to their policyholders. In addition your experience modification factor has increased from 1.05 to 1.20 plus your payroll is \$600,000 higher than your expiring policy period.

Thank you for placing your insurance business and trust with our agency, your patronage is appreciated! Please let us know if you have any questions or need additional information as you review your renewal insurance proposal. We will issue your binder and auto ID cards once you have given us direction on who you choose to purchase your renewal insurance coverages from.

Sincerely,

Tom Quam  
Bremer



Office of Learner Support Services  
**Moorhead Area Public Schools**

LSS.12.008

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services

DATE: June 5, 2012

RE: Awareness of Bullying

Bullying is a serious challenge facing our schools. Three Horizon Middle School students, Hannah Papenfuss, Devon Solwold and Linka Wintersteen, created a video that brings attention to the impact of bullying. The students did this work independently — not as a school project or assignment, but as a way to build awareness about bullying and the importance of acceptance of all students. The students will present their video to the School Board and share their reasons for its creation and how they worked together to create this work.

Moorhead Area Public Schools is committed to providing a safe and civil environment for students to learn and achieve, as well as promoting healthy interactions and relationships with peers and adults. The Safe and Healthy Learners Committee is charged with the responsibility to review, discuss and mobilize prevention, intervention and post-vention efforts to support at-risk students. One of the responsibilities is to communicate information on activities that support this work. This past year, a significant focus has been bullying awareness and finding ways to respond to acts of bullying and intimidation.

The video created by Papenfuss, Solwold and Wintersteen continues that focus. The students capture the impact of bullying and the need to accept all individuals.


JS:ca



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.090 R

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: June 5, 2012

SUBJECT: 2012-2013 Annual Operating Plan

Attached please find the draft 2012-2013 Annual Operating Plan. The following information is a summary of the preliminary expenditures and revenue budgets, by fund, for fiscal year 2013:

	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
General Fund (01)	9,923,863	56,723,944	55,142,316	11,505,492
Food Service (02)	704,038	2,374,323	2,360,244	718,117
Community Service (04)	121,467	1,583,470	1,610,887	94,051
Debt Service (07)	44,009,549	6,020,215	6,010,649	44,019,115

Suggested Resolution: Move to approve the 2012-2013 Annual Operating Plan, which includes the preliminary budget for fiscal year 2013.

WAK:nls  
Attachment



# **2012-2013 Annual Operating Plan**

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

2012-2013  
ANNUAL OPERATING PLAN  
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## **SCHOOL BOARD**

	<b>Term Expiration</b>
Lisa Erickson, Chairperson	2013
Cindy Fagerlie, Vice Chairperson	2013
Laurie Johnson, Clerk	2015
Bill Tomhave, Treasurer	2015
Kristine Thompson, Director	2015
Mike Siggerud, Director	2013
Trudy Wilmer, Director	2013

## **CENTRAL OFFICE TEAM**

Dr. Lynne A. Kovash, Superintendent

Wayne A. Kazmierczak, Assistant Superintendent

Ann Hiedeman, Director of Human Resources

Jill Skarvold, Director of Learner Support Services

Dan Markert, Director of Information Systems and Instructional Support

Missy Eidsness, Director of School Improvement and Accountability



**INDEPENDENT SCHOOL DISTRICT 152  
MOORHEAD, MINNESOTA**

**MISSION STATEMENT**

The mission of Moorhead Area Public Schools is to develop the maximum potential of every learner to thrive in a changing world.

**THE SCHOOL ENTITY**

Moorhead Area Public Schools (MAPS) encompasses 206 square miles in Clay County, Minnesota and includes all or part of 11 townships. The district is 34 miles long, ranges from 3½ to 9½ miles wide and is bordered on the west by the Red River. The communities of Moorhead, Georgetown, Kragnes, Sabin, and Rustad are all part of the district. The district currently employs over 800 people in full and part-time positions. The district operates a maintenance garage, an education center, three elementary schools, a middle school, a high school and an area learning center.

**OBJECTIVES OF THE ANNUAL OPERATING PLAN**

1. To approve the 2012-2013 preliminary budget.
2. To project revenue and expenditures for a two-year period beyond the current budget.
3. To present historical information.
4. To have the above information organized in such a manner that it may be used as a tool in the district's long-range planning process.

## **I. GENERAL FUND**

### **INTRODUCTION**

The district is anticipating 2012-2013 General Fund revenues of \$56,723,944. This reflects an increase of \$1,576,294 compared to 2011-2012. This increase is due primarily to a new categorical state aid (Literacy Aid) that was added for 2012-2013 and to a \$50 per pupil increase on the basic formula allowance. Expenses for the General Fund are anticipated to be \$55,142,316. This reflects an increase of \$1,583,019 compared to projected expenditures from 2011-2012. The primary reasons for this increase include the continued addressing of the priorities established during the 2010 referendum campaign, capital expenditures for technology upgrades, and the addition of assistant principals at the elementary level. Additionally, a total of three school buses will be purchased in 2012-2013. Two of the buses will allow the retiring of two of the district's oldest buses (model year 1993 and 1995) and the third is needed in order to increase by one the number of district-operated regular routes. The district last purchased a bus in 2007.

The net result of the recommended General Fund budget is a combined restricted and unassigned fund balance increase of \$1,581,629 for 2012-2013. The June 30, 2012 restricted and unassigned General Fund balance is projected to be \$9,923,863, or 18.53% of expenditures. Budget assumptions will be monitored to verify accuracy as new information becomes available. A revised budget will be presented to the board in approximately January 2013.

On November 2, 2010, school district residents approved an operating levy request in the amount of \$850 per student, which will generate approximately \$5.2 million in revenue for seven years; 2012-2013 is the second of seven years in which the revenue will be received. The total number of votes cast was 12,995 of which 6,950 were "yes" (53.5%) and 6,045 were "no" (46.5%). The passage of the operating levy came one year after the first attempt failed on a vote of 4,078 (49.3%) in favor and 4,195 (50.7%) against the proposal, a difference of 117 votes out of 8,273 votes cast.

This version of the Annual Operating Plan (AOP) continues to reflect the changes that were made to the district's fund balance policy in 2011. The purpose of the policy revision was to create fund balance classifications that allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

## REVENUE

Line #

### **Property Taxes ..... 1**

The property taxes for fiscal year 2013 remain relatively flat compared to 2012.

### **Interest..... 2**

Interest rates remain at historically low levels.

### **Tuition and Fees ..... 3**

This line item includes reimbursement from Lakes Country Service Cooperative (LCSC) special education, medical assistance/3<sup>rd</sup> party billing, and tuition for special education services that are not included in the calculation for special education aid/tuition.

### **Other Local Sources..... 4**

Included are the fees from participation in extra-curricular activities, ticket sales from activity events, rent from school facilities, rent from other property, student teacher reimbursement, concessions, reimbursement from Lakeland Mental Health Day Treatment, and other miscellaneous sources.

### **General Education Aid ..... 5**

This represents the state's share of the basic general education revenue that includes transportation revenue. The increase in fiscal year 2013 compared to 2012 is primarily due to a basic formula allowance increase of \$50 per pupil and a new categorical state aid (Literacy Aid).

### **Tax Credits . ..... 6**

The Border City Tax Credit is the largest of the tax credits that the district receives.

### **Non-Public Transportation Aid..... 7**

The district receives funding to support non-public transportation. The state mandates non-public student transportation.

### **Special Education Aid ..... 8**

This represents partial reimbursement for expenditures in special education. The aid represents a percentage of salary and supply costs incurred by the district including the necessary adjustments for tuition. The district also receives aid for excess special education costs.

### **Federal Sources ..... 9-13**

The district receives a number of federal grants both directly and through the State of Minnesota. Generally, the two largest grants in this section are the Elementary and Secondary Education Act (ESEA), such as Title I, and flow-thru funding for special education.

**Operating Capital..... 15-18**

The formula for calculating operating capital revenue is \$73 plus \$100 multiplied by the facilities age index (1.2745 for 2012-13) multiplied by the adjusted marginal cost pupil units. In addition, districts that operate year round programs such as the RRALC are entitled to \$30 for each pupil unit attending a year round program. The aid/levy proportion is the same percentage as the general education formula allowance funding.

**Lease Levy ..... 19**

The district is authorized under MN Statute 126C.40 to levy for the cost of leasing space for instructional purposes or for school storage. The district submits an annual application to the Minnesota Department of Education (MDE) for approval. The total levy for a year must not exceed \$150 times the resident pupil units for the fiscal year to which the levy is attributed. New for 2012-2013, the district entered into a lease agreement with LCSC for its Adult Basic Education (ABE) program.

**Sale of Equipment/Property..... 21**

Equipment that is no longer of use to the district it is sold at a public auction or with public notice and the receipts are deposited in the capital outlay fund. Exceptions are made when state statute dictates that proceeds must be allocated elsewhere.

**Health and Safety..... 23**

To receive health and safety revenue for any fiscal year a district must submit to the MDE an application for aid and levy. The application may be for hazardous substance removal, fire and life safety code repairs, labor and industry regulated facility and equipment violations, and health, safety, and environmental management, including indoor air quality management. The revenue received is equal to the expenditures of the approved projects (refer to lines 79-85). The district no longer receives state aid for health and safety expenditures.

## EXPENDITURES

LINE #

### **Administration and Support Services..... 28-31**

Included are all costs for general administration, instructional administration, school site administration, and administrative support services. Administrative services are defined as those provided by administrators who are in charge of instructional or instruction-related units including the school board members, superintendent, assistant superintendent, principals, and directors of instructional areas. Included are the costs of their immediate offices, including those individuals in direct support of the administrator and the administrative support positions. For 2012-2013, three assistant principals were added at the elementary school level.

### **Regular and Vocational Instruction..... 32-36**

Included are all activities related to the teaching of students in the classroom and co-curricular activities at the kindergarten, elementary and secondary levels excluding expenditures for special education instruction.

### **Special Education Instruction ..... 37-40**

Included is the budget for activities that provide learning experiences for students of any age who, because of certain atypical characteristics or conditions, have been identified as requiring, or who would benefit by, educational programs differentiated from those provided students in regular or vocational instruction.

### **Instructional Support Services..... 41-44**

Included is the budget for activities for assisting the instructional staff with the content and process of providing learning experiences for students in grades K-12. This includes, but is not limited to, the organization, management and operation of libraries and media centers and the budgets for staff development.

### **Pupil Support Services..... 45-48**

Services for students other than instructional are included. The services include counseling and guidance, health, psychological, social work, crime prevention, and others.

### **Operations and Maintenance of Buildings and Grounds ..... 49-53**

Included are the expenses related to maintaining and sustaining the utility, economic and aesthetic value of existing district owned property. For buildings, this includes custodial care and ordinary upkeep. Equipment consists of repairs and maintenance of equipment to sustain original condition of completeness and efficiency.

### **Transportation Services..... 54-58**

Includes the salaries and benefits and other costs related to student transportation. The district reduced by 6.5 the total number of routes needed for 2012-2013.

### **Aid Anticipation Certificates ..... 59**



Represents expenses incurred for the issuance of aid anticipation certificates due to cash shortages resulting from legislated aid payment shifts or delays.

**Property/Liability Insurance..... 60**

**OPERATING CAPITAL EXPENDITURES**

Capital expenditures consist of expenditures for acquisition, additions, or improvement of sites, buildings, and equipment. An item qualifies as equipment if all the following criteria are met:

- It retains its original shape and appearance with use. It has a normal useful life of at least three years.
- It is nonexpendable. That is, if the article is damaged or some of its parts are lost or worn out, it is usually more feasible to repair it rather than replace it with an entirely new unit.
- It represents an investment of money (usually a unit cost range of greater than \$500), which makes it feasible and advisable to capitalize the item.
- It does not lose its identity through incorporation into a different or more complex unit or substance.

Under a property control system each item or group of like items would be separately inventoried and controlled.

**Special Assessments ..... 62**

Special assessments are based on city improvements including projects related to repaving streets, curb and gutter work, and other needed improvements for city services.

**Leases ..... 63**

The district currently has lease agreements with the City of Moorhead for the Sports Center and Outreach Center, LaFamiglia Limited Partnership for RRALC, Fargo Schools for the gymnastics center, and Lakes Country Service Cooperative for the YES program and for ABE. The annual lease payment for the 2012 multi-purpose room addition at S.G. Reinertsen is also included.

**Telephone/Telecommunications ..... 64**

Expenses include equipment and the leasing of telephone lines. E-rate reimbursements are included in this item.

**Building Discretionary Allocation ..... 65**

Each building is allocated capital funds to cover incidental expenses that are not part of the long-range facilities plan. The allocation is \$8.47 per student based on projected enrollment.

**Athletics ..... 66**

This item is for additions and replacement of athletic equipment.

**Textbook/Curriculum Adoption ..... 67**

These expenses are related to the district's curriculum review process.



<b>Music .....</b>	<b>68</b>
These funds are used for additions and replacement of district-owned musical instruments.	
<b>Media.....</b>	<b>69</b>
Audiovisual equipment and application software are purchased based on the recommendation of the building technicians, media specialists, and principals with assistance from the Director of Media Services and Director of Information Systems and Instructional Support. Media/library print books and electronic resources are purchased as recommended by building Media Specialists in collaboration with the Director of Media Services & the Director of Information Systems and Instructional Support.	
<b>Equipment Contingency Fund .....</b>	<b>70</b>
Equipment that must be replaced immediately for continuity of instructional programs or for equipment essential for district operations is purchased when necessary from these funds. This item includes the leases and maintenance plans for district copiers.	
<b>Technology Plan .....</b>	<b>71</b>
The technology plan is attached and details the annual operating costs and planned acquisitions.	
<b>Building Construction and Maintenance Plan.....</b>	<b>72</b>
The building construction and maintenance plan is attached. It details the projected expenditures by building. This budget is also for the replacement of lawn maintenance and snow removal equipment.	
<b>Deferred Maintenance .....</b>	<b>73</b>
Deferred maintenance revenue is intended for repairs and maintenance of the physical plant. The district is currently using this revenue primarily for roof repairs and maintenance.	
<b>Transportation Equipment.....</b>	<b>74</b>
This allocation is used to purchase school buses or vans.	
<b>Health and Safety Expenditures .....</b>	<b>76-82</b>
The State Commissioner of Education has approved all of the expenditures included in this category. To be considered by the Commissioner for health and safety funding projects must be related to hazardous substance removal, fire and life safety code repairs, labor and industry regulated facility and equipment violations, or health, safety, and environmental management including indoor air quality management. MN Statute 123B.57 defines the health and safety program.	

**MOORHEAD AREA PUBLIC SCHOOLS**  
Fiscal Year 2012 Revised Budget

<b>GENERAL FUND (01)</b>	<b>FY11 Actual</b>	<b>FY12 Revised</b>	<b>FY13 Preliminary</b>	<b>FY14 Projected</b>	<b>FY15 Projected</b>	<b>FY16 Projected</b>
<b>REVENUES</b>						
Property Taxes	730,788	5,077,552	5,140,850	5,140,850	5,140,850	5,140,850
Local Sources	963,166	1,006,758	1,020,579	1,041,091	1,067,013	1,088,353
General Education Aid	35,101,577	36,811,359	37,711,294	37,759,778	37,806,512	37,853,246
Other State Aids	523,452	427,208	465,875	472,615	476,251	479,960
Special Education Aid	7,582,111	7,026,928	7,257,736	7,495,468	7,720,332	7,951,942
Federal Aids Grants	3,689,424	2,933,589	2,933,586	2,853,586	2,853,586	2,853,586
Federal Stimulus Funds (ARRA)	358,958	-	-	-	-	-
Education Jobs Fund (EduJobs)	1,047,925	80,200	-	-	-	-
Capital Outlay	1,879,865	1,884,546	2,030,052	2,070,517	2,070,991	2,071,475
Health & Safety	89,182	(100,489)	163,972	160,000	105,000	105,000
<b>TOTAL REVENUES</b>	<b>51,966,448</b>	<b>55,147,650</b>	<b>56,723,944</b>	<b>56,993,904</b>	<b>57,240,535</b>	<b>57,544,412</b>
<b>EXPENDITURES</b>						
Administration	3,161,665	3,206,280	3,586,250	3,666,800	3,749,280	3,833,770
Regular Instruction & Vocational	21,803,390	22,388,250	23,301,380	23,772,360	24,281,470	24,897,680
Special Services	12,964,765	13,206,720	13,515,780	13,832,620	14,157,460	14,490,500
Instructional Support	1,812,910	1,869,390	1,953,940	1,995,820	2,038,740	2,082,720
Pupil Support	1,349,610	1,466,540	1,500,320	1,534,930	1,570,400	1,606,760
Buildings & Grounds	3,520,980	3,723,061	3,907,720	4,045,426	4,176,520	4,312,860
Transportation	3,804,701	3,922,730	3,644,670	3,758,640	3,876,430	3,998,180
Capital Outlay	2,254,850	3,616,326	3,627,256	3,428,104	3,193,852	2,768,785
Health & Safety	130,897	160,000	105,000	105,000	105,000	105,000
<b>TOTAL EXPENDITURES</b>	<b>50,803,768</b>	<b>53,559,297</b>	<b>55,142,316</b>	<b>56,139,700</b>	<b>57,149,152</b>	<b>58,096,255</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>						
Restricted	(416,700)	(1,992,269)	(1,538,231)	(1,302,587)	(1,122,861)	(697,310)
Unassigned	1,579,381	3,580,623	3,119,860	2,156,792	1,214,244	145,467
<b>Restricted &amp; Unassigned Combined</b>	<b>1,162,680</b>	<b>1,588,353</b>	<b>1,581,629</b>	<b>854,205</b>	<b>91,383</b>	<b>(551,843)</b>
<b>ENDING FUND BALANCE</b>						
Restricted	353,730	(1,638,539)	(3,176,770)	(4,479,357)	(5,602,218)	(6,299,527)
Unassigned	7,981,780	11,562,402	14,682,262	16,839,054	18,053,298	18,198,765
<b>Restricted &amp; Unassigned Combined</b>	<b>8,335,510</b>	<b>9,923,863</b>	<b>11,505,492</b>	<b>12,359,697</b>	<b>12,451,080</b>	<b>11,899,237</b>
<b>Unassigned as % of Expenditures</b>	<b>16.49%</b>	<b>23.23%</b>	<b>28.56%</b>	<b>32.01%</b>	<b>33.52%</b>	<b>32.96%</b>
<b>Restricted &amp; Unassigned as % of Total Expenditures</b>	<b>16.41%</b>	<b>18.53%</b>	<b>20.87%</b>	<b>22.02%</b>	<b>21.79%</b>	<b>20.48%</b>
<b>FOOD SERVICE (02)</b>						
Revenues	2,280,793	2,294,583	2,374,323	2,420,653	2,467,913	2,516,114
Expenditures	2,119,029	2,233,247	2,360,244	2,431,051	2,503,983	2,579,102
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>161,764</b>	<b>61,336</b>	<b>14,079</b>	<b>(10,398)</b>	<b>(36,070)</b>	<b>(62,988)</b>
<b>ENDING FUND BALANCE</b>	<b>642,702</b>	<b>704,038</b>	<b>718,117</b>	<b>707,719</b>	<b>671,649</b>	<b>608,661</b>
<b>COMMUNITY EDUCATION (04)</b>						
Revenues	1,573,707	1,570,102	1,583,470	1,607,700	1,639,800	1,672,700
Expenditures	1,458,157	1,806,661	1,610,887	1,659,300	1,709,100	1,760,400
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>115,550</b>	<b>(236,559)</b>	<b>(27,417)</b>	<b>(51,600)</b>	<b>(69,300)</b>	<b>(87,700)</b>
<b>ENDING FUND BALANCE</b>	<b>358,027</b>	<b>121,468</b>	<b>94,051</b>	<b>42,451</b>	<b>(26,849)</b>	<b>(114,549)</b>

INDEPENDENT SCHOOL DISTRICT #152  
GENERAL FUND (01)

	2010-2011 ACTUAL	2011-2012 REVISED	2012-2013 PRELIMINARY	2013-2014 PROJECTED	2014-2015 PROJECTED	2015-2016 PROJECTED
Formula Allowance per Pupil Unit	5,124	5,174	5,224	5,224	5,224	5,224
Enrollment (Nov. 2011 Projections)	5,388	5,395	5,445	5,466	5,519	5,569
<b>REVENUES:</b>						
<b>Line # General Fund</b>						
1 Property taxes	730,788	5,077,552	5,140,850	5,140,850	5,140,850	5,140,850
2 Interest	-5,222	-8,000	-5,000	-5,000	0	0
3 Tuition & fees	344,046	350,927	357,950	365,109	372,411	379,859
4 Other local sources	624,342	663,831	667,629	680,982	694,602	708,494
5 General ed aid	35,101,577	36,811,359	37,711,294	37,759,778	37,806,512	37,853,246
6 Tax credits/Border City aid	253,447	252,453	287,625	290,800	290,800	290,800
7 Non public trans aid/state grants	270,005	174,755	178,250	181,815	185,451	189,160
8 Special ed aid and excess aid	7,582,111	7,026,928	7,257,736	7,495,468	7,720,332	7,951,942
9 Federal aids and grants	3,689,424	2,933,589	2,933,586	2,853,586	2,853,586	2,853,586
10 Education Jobs Fund (EduJobs)	1,047,925	80,200	0	0	0	0
11 Federal stimulus Title	358,958	0	0	0	0	0
12 Federal stimulus Title I Delq	0	0	0	0	0	0
13 Federal stimulus other Sp Ed	0	0	0	0	0	0
14 Total General Fund	49,997,401	53,363,594	54,529,920	54,763,388	55,064,544	55,367,937
<b>Operating Capital</b>						
15 Operating capital aid	734,047	651,787	696,120	696,120	696,120	696,120
16 Operating capital levy	518,849	587,955	566,067	566,067	566,067	566,067
17 Operating capital deferred maint levy	224,693	271,852	260,630	260,630	260,630	260,630
18 Operating capital deferred maint aid	74,652	44,319	64,076	64,076	64,076	64,076
19 Operating capital lease levy	305,270	305,832	419,903	459,903	459,903	459,903
20 Head Start rent	22,354	22,801	23,257	23,722	24,197	24,681
21 Sale of Equipment cars and rebates	0	0	0	0	0	0
22 Total Operating Capital	1,879,865	1,884,546	2,030,052	2,070,517	2,070,991	2,071,475
23 Health & Safety Levy	89,182	-100,489	163,972	160,000	105,000	105,000
24 Total Health & Safety	89,182	-100,489	163,972	160,000	105,000	105,000
25 Total Revenues	51,966,455	55,147,650	56,723,944	56,993,904	57,240,535	57,544,412
26 \$ CHANGE	ok	ok	ok	ok	ok	ok
27 % CHANGE	2,235,512	3,181,195	1,576,294	269,960	246,631	303,877
	4.5%	6.1%	2.9%	0.5%	0.4%	0.5%
<b>EXPENDITURES:</b>						
28 Admin salaries	2,396,076	2,444,000	2,785,380	2,841,090	2,897,910	2,955,870
29 Admin fringe benefits	461,109	477,250	493,950	511,240	529,130	547,650
30 Admin supplies	17,776	20,760	20,760	20,760	20,760	20,760
31 Admin other	252,141	229,710	251,600	259,150	266,920	274,930
32 Instruct salaries (reg & voc)	15,487,297	15,917,040	16,535,380	16,866,090	17,203,410	17,547,480
33 Instruct fringe benefits	5,489,888	5,712,030	5,911,950	6,118,870	6,333,030	6,554,690
34 OPEB expense benefit credit	(821,400)	(897,450)	(838,030)	(941,190)	(1,021,170)	(1,009,430)
35 Instruct supplies	500,393	475,000	475,000	475,000	475,000	475,000
36 Instruct other	1,147,211	1,181,630	1,217,080	1,253,590	1,291,200	1,329,940
37 Spec ed salaries	9,630,791	9,823,410	10,019,880	10,220,280	10,424,690	10,633,180
38 Spec ed fringe benefits	2,603,511	2,694,630	2,788,940	2,886,550	2,987,580	3,092,150
39 Spec ed supplies	138,819	79,290	79,290	79,290	79,290	79,290
40 Spec ed other	591,644	609,390	627,670	646,500	665,900	685,880
41 Instruct support salaries	1,290,307	1,316,110	1,342,430	1,369,280	1,396,670	1,424,600
42 Instruct support fringe benefits	278,938	288,700	298,800	309,260	320,080	331,280
43 Instruct support supplies	142,384	160,260	160,260	160,260	160,260	160,260
44 Instruct support other	101,280	104,320	152,450	157,020	161,730	166,580
45 Pupil support salaries	1,046,891	1,132,830	1,155,490	1,178,600	1,202,170	1,226,210
46 Pupil support fringe benefits	269,029	293,450	303,720	314,350	325,350	336,740
47 Pupil support supplies	6,221	11,970	11,970	11,970	11,970	11,970
48 Pupil support other	27,468	28,290	29,140	30,010	30,910	31,840
49 Bldgs & grounds salaries	1,161,026	1,184,250	1,272,940	1,298,400	1,324,370	1,350,860
50 Bldgs & grounds fringe benefits	198,486	205,430	212,620	220,060	227,760	235,730
51 Bldgs & grounds energy exp	1,318,571	1,384,500	1,453,730	1,526,420	1,602,740	1,682,880
52 Bldgs & grounds supplies	257,038	297,120	297,120	297,120	297,120	297,120
53 Bldgs & grounds other	471,470	534,300	550,330	566,840	583,850	601,370
54 Transportation salaries	558,906	570,080	581,480	593,110	604,970	617,070
55 Transportation benefits	88,569	91,670	94,880	98,200	101,640	105,200
56 Transportation contracted services	2,701,380	2,782,420	2,465,890	2,539,870	2,616,070	2,694,550
57 Transportation supplies	452,094	474,700	498,440	523,360	549,530	577,010
58 Transportation other	3,752	3,860	3,980	4,100	4,220	4,350
59 Aid Anticipation Certificate	34,562	34,560	34,560	34,560	34,560	34,560
60 Property/liability insurance	114,390	117,461	120,980	136,586	140,680	144,900
61 Total General Expenditures	48,418,021	49,782,971	51,410,060	52,606,596	53,850,300	55,222,470

	2010-2011 ACTUAL	2011-2012 REVISED	2012-2013 PRELIMINARY	2013-2014 PROJECTED	2014-2015 PROJECTED	2015-2016 PROJECTED
62 Op cap special assessments	271,914	535,000	200,000	206,000	212,180	218,550
63 Op cap leases	316,113	352,866	390,716	402,440	414,510	426,950
64 Op cap telephone/telecomm	64,490	66,420	68,410	70,460	72,570	74,750
65 Op cap bldg discretionary	41,453	45,000	45,000	45,000	45,000	45,000
66 Op cap athletics	11,402	11,740	12,090	12,450	12,820	13,200
67 Op cap textbooks	112,274	435,440	463,500	492,410	450,000	478,500
68 Op cap music	13,582	15,660	16,130	16,614	17,112	17,625
69 Op cap media	23,840	22,770	22,770	22,770	22,770	22,770
70 Op cap copier lease	116,352	123,600	127,310	131,130	135,060	139,110
71 Op cap technology plan	806,950	958,830	1,078,830	658,830	658,830	503,830
72 Op cap building const/maintenance plan	466,506	752,000	837,500	716,500	624,000	384,000
73 Op cap deferred maintenance	9,973	247,000	65,000	318,500	329,000	444,500
74 Op cap transportation equipment	0	50,000	300,000	335,000	200,000	0
75 Total Operating Cap Expenditures	2,254,850	3,616,326	3,627,256	3,428,104	3,193,852	2,768,785
76 347 - Health & Safety physical hazard	13,637	30,000	30,000	30,000	30,000	30,000
77 349 - Health & Safety hazardous subst	20,923	15,000	15,000	15,000	15,000	15,000
78 352 - Health & Safety envmt mgmt	37,046	25,000	25,000	25,000	25,000	25,000
79 358 - Health & Safety asbestos	5,200	60,000	5,000	5,000	5,000	5,000
80 363 - Health & Safety fire safety	53,366	15,000	15,000	15,000	15,000	15,000
81 366 - Health & Safety indoor air quality	725	15,000	15,000	15,000	15,000	15,000
82 Total Health & Safety Expenditures	130,897	160,000	105,000	105,000	105,000	105,000
83 TOTAL EXPENDITURES	50,803,768	53,559,297	55,142,316	56,139,700	57,149,152	58,096,255
84 \$ Change	2,068,465	2,755,529	1,583,019	997,384	1,009,452	947,103
85 % Change	4.2%	5.4%	3.0%	1.8%	1.8%	1.7%
86 REV OVER EXP (EXP OVER REV)						
87 General Fund Restricted	(416,700)	(1,992,269)	(1,538,231)	(1,302,587)	(1,122,861)	(697,310)
88 General Fund Unassigned	1,579,381	3,580,623	3,119,860	2,156,792	1,214,244	145,467
89 BEGINNING FUND BALANCE						
91 General Fund Restricted:						
92 Operating Capital	311,757	0	(1,800,951)	(3,657,861)	(5,021,653)	(6,140,219)
93 Health & Safety	(104,869)	(146,585)	(407,074)	(348,102)	(293,102)	(293,102)
94 Severance Pay	0	0	0	0	0	0
95 Safe Schools	(69,239)	(116,787)	(116,787)	(116,787)	(116,787)	(116,787)
96 Deferred Maintenance	327,730	617,102	686,273	945,979	952,185	947,890
97 Reserved for Prepaid	0	0	0	0	0	1
98 General Fund Restricted Total	465,379	353,730	(1,638,539)	(3,176,770)	(4,479,357)	(5,602,217)
99 General Fund Unassigned:						
100 General Fund Unassigned Total	6,707,444	7,981,780	11,562,402	14,682,262	16,839,054	18,053,298
101 ENDING FUND BALANCE						
102 General Fund Restricted:						
103 Operating Capital	0	(1,800,951)	(3,657,861)	(5,021,653)	(6,140,219)	(6,717,735)
104 Health & Safety	(146,585)	(407,074)	(348,102)	(293,102)	(293,102)	(293,102)
105 Severance Pay	-	-	-	-	-	-
106 Safe Schools	(116,787)	(116,787)	(116,787)	(116,787)	(116,787)	(116,787)
107 Deferred Maintenance	617,102	686,273	945,979	952,185	947,890	828,096
108 Reserved for Prepaid	-	-	-	-	-	1
109 General Fund Restricted Total	353,730	(1,638,539)	(3,176,770)	(4,479,357)	(5,602,218)	(6,299,527)
110 General Fund Unassigned:						
111 Unassigned	4,580,325	8,842,402	12,682,262	15,439,054	16,853,298	16,998,764
112 Committed--Severance Obligation	2,100,000	1,820,000	1,600,000	1,400,000	1,200,000	1,200,001
113 Nonspendable	96,455	-	-	-	-	-
114 Assigned--Tech acquisition & upgrades	1,205,000	900,000	400,000	0	0	0
115 General Fund Unassigned Total	7,981,780	11,562,402	14,682,262	16,839,054	18,053,298	18,198,765
116 General Fund Restricted & Unassigned Combined	8,335,510	9,923,863	11,505,492	12,359,697	12,451,080	11,899,237
117 Unassigned (% of Unassigned Exp)	16.49%	23.23%	28.56%	32.01%	33.52%	32.96%
118 Unassigned & Restricted (% of Total Exp)	16.41%	18.53%	20.87%	22.02%	21.79%	20.48%

MULTI-YEAR CAPITAL PROJECTS PLANNING DOCUMENT

	A	C	D	E	F	G	H	I	J
1									
2	<b>SENIOR HIGH</b>	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
3	Gym Floor Refinish	3,000	3,000	3,000	3,000	3,500	3,500	3,500	3,500
4	Light rail - Theater		11,000						
5	Athletic field repair and maintenance								
6	Replace gymnasium sound system			56,000					
7	Folding Door - Auditorium		110,000						
8	Folding Door - Gymnasium (Curtain)		35,000						
9	Running track repair/maintenance (begin studying replacement)	3,500	10,000		250,000	250,000		35,000	
10	Field House floor repair (study replacement)		12,000						
11	Field House curtain replacement	33,676							
12	Carpet/tile replacement				10,000		10,000		
13	Replace ceiling tile - gymnasium		12,000						
14	Roof maintenance/repair/replacement				91,000		115,000	152,000	407,000
15	Repaint gymnasium			25,000					
16	Floor tile removal/replacement		32,000						
17	Lunch tables	32,000							
18	Reduce points of entry, improve signage			7,500					
19	Key fob additional doors			6,000					
20	Pool drainage			10,000					
21	Tuckpointing						50,000		
22	Parking Lot Resurface							300,000	
23	Boiler replacement (study underway)			5,000					
24	Bus parking area (south)			35,000					
25	Wall replacement - stairwell			50,000					
26	Chiller (glycol installation)	27,500		35,000					
27	Outreach door addition			5,000					
28	Exterior door replacement			5,000	5,000	5,000			
29	Locker repainting/replacement (TBD)								
30	Athletic fence replacement		9,000						
31	Maintenance equipment			10,000					
32	Storage shed	25,000							
33	<b>TOTAL</b>	<b>\$ 124,676</b>	<b>\$ 234,000</b>	<b>\$ 252,500</b>	<b>\$ 359,000</b>	<b>\$ 258,500</b>	<b>\$ 178,500</b>	<b>\$ 490,500</b>	<b>\$ 410,500</b>
34									
35	<b>HORIZON MIDDLE SCHOOL</b>	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
36	Gym Floor Refinish	3,000	3,000	3,500	3,500	3,500	3,500	3,500	3,500
37	Athletic field repair and maintenance, improve areas for PE	5,000	5,000						
38	Concrete (stone removal/replacement)		47,000						
39	Benches, concrete bus pickup/dropoff area			15,000					
40	Parking lot accessibility (transportation) (TBD)								
41	Small gym floor - wood installation								100,000
42	Kiln repair/replacement					15,000			
43	Terrazzo polishing					15,000			
44	Lunch tables			15,000					
45	Maintenance equipment			15,000					
46	Carpet Replacement								30,000
47	Mountable curbs	6,000							
48	Sidewalk improvements/replacement (track accessibility)		36,000						
49	Art room storage (Fire Marshal)		5,000						20,000
50	Parking lot sealcoat/stripping				24,000	6,000		150,000	
51	Running Track Resurface							80,000	
52	<b>TOTAL</b>	<b>\$14,000</b>	<b>\$96,000</b>	<b>\$48,500</b>	<b>\$27,500</b>	<b>\$39,500</b>	<b>\$3,500</b>	<b>\$233,500</b>	<b>\$153,500</b>
53									
54	<b>ROBERT ASP ELEMENTARY</b>	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
55	Gym Floor Refinish	2,000	2,000	2,000	2,000	2,500	2,500	2,500	2,500
56	Parking lot sealcoat/stripping			10,000				25,000	
57	Boiler replacement (2) (37,500) and glycol replacement (25,000)	62,500							
58	Door addition in EBD classroom	2,500							
59	Building entry/interior office redesign			130,000					
60	Playground fence			10,000					
61	Gymnasium air handling control			7,500					
62	Tuckpointing				30,000				
63	Playground improvements/upgrades				30,000				
64	Roof maintenance/repair/replacement	80,000	80,000	40,000		42,000	147,000		
65	<b>TOTAL</b>	<b>\$ 147,000</b>	<b>\$ 82,000</b>	<b>\$ 199,500</b>	<b>\$ 62,000</b>	<b>\$ 44,500</b>	<b>\$ 149,500</b>	<b>\$ 27,500</b>	<b>\$ 2,500</b>
66									
67	<b>ELLEN HOPKINS ELEMENTARY</b>	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
68	Gym Floor Refinish		10,000	3,000	3,000	3,500	3,500	3,500	3,500
69	Track removal/redesign/end of useful life considerations				75,000				
70	Parking lot sealcoat/stripping			12,000				25,000	
71	Repaint				5,000	5,000	5,000		
72	Boiler replacement (2) (37,500) and glycol replacement (25,000)	62,500							
73	Building entry/interior office redesign	60,000	50,000						
74	Gymnasium air handling control			10,000					
75	Roof maintenance/repair/replacement				142,000	230,000	110,000	211,000	7,500
76	Playground improvements/upgrades			5,000	30,000				
77	Tuckpointing						40,000		
78	<b>TOTAL</b>	<b>\$ 122,500</b>	<b>\$ 60,000</b>	<b>\$ 30,000</b>	<b>\$ 255,000</b>	<b>\$ 238,500</b>	<b>\$ 158,500</b>	<b>\$ 239,500</b>	<b>\$ 11,000</b>
79									
80	<b>S. G. REINERTSEN ELEMENTARY</b>	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
81	Repaint		5,000		5,000				15,000
82	Multi-purpose room expansion (DAPE)		475,000						
83	Offsetting lease-purchase (levy) agreement revenue		(475,000)						
84	Parking lot sealcoat/stripping				21,000				
85	Playground improvements/upgrades			5,000		30,000			
86	Handicapped accessible bathroom - Special Education	15,000							



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	A	C	D	E	F	G	H	I	J
87	Parking Lot Resurface					25,000			75,000
88	Shelter belt				5,000				
89	Exterior duct work improvement - water infiltration	25,000	22,500						
90	Sidewalks								15,000
91	Office furniture (Assistant Principal)		5,000						
92	Grounds maintenance (erosion)	2,500							
93	Roof maintenance/repair/replacement								
94	<b>TOTAL</b>	<b>\$ 42,500</b>	<b>\$ 32,500</b>	<b>\$ 5,000</b>	<b>\$ 31,000</b>	<b>\$ 55,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 105,000</b>
95									
96	<b>PROBSTFIELD CENTER FOR EDUCATION</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
97	Lockers (refurbishing)		7,000						
98	Roof maintenance/repair/replacement				60,500			33,500	
99	Repaint	5,000							
100	Room upgrades to accommodate Early Learning/K changes	15,000	15,000	10,000	10,000	10,000			
101	Carpet replacement	22,500	7,500	20,000			30,000		
102	Chiller replacement			50,000					
103	Tile replacement		10,000						
104	Door replacement (#6)								
105	Maintenance equipment (carpet extractor)			8,500					
106	Building Automation Control (Asp, Hopkins, PCE)			22,500					
107	Lockdown notification strobes (Asp, SGR, Hopk, PCE)			11,000					
108	Storage area expansion				30,000				
109	Parking Lot Resurface					35,000			
110	Tuckpointing Repair								35,000
111	Playground improvements/upgrades		7,500						
112	Sidewalk repair/maintenance		2,500						15,000
113	<b>TOTAL</b>	<b>\$ 42,500</b>	<b>\$ 49,500</b>	<b>\$ 122,000</b>	<b>\$ 100,500</b>	<b>\$ 45,000</b>	<b>\$ 30,000</b>	<b>\$ 33,500</b>	<b>\$ 50,000</b>
114									
115	<b>RED RIVER ALTERNATIVE LEARNING CENTER</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
116	Fire Marshal order			30,000					
117									
118	<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
119									
120	<b>MAINTENANCE BUILDING</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
121	Door Replacement								
122	Parking lot repair/resurfacing			10,000					
123	Building Siding							20,000	
124	Interior reconfiguration								
125	Roof maintenance/repair/replacement					32,000	47,500		
126	Replace boiler/reconfigure heating system								
127	Carpet Replacement						6,000		
128	<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ 32,000</b>	<b>\$ 53,500</b>	<b>\$ 20,000</b>	<b>\$ -</b>
129									
130	<b>DISTRICTWIDE MAINTENANCE, EQUIPMENT, &amp; VEHICLE</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
131	Roof maintenance/repairs	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
132	Lawncare equipment and snow removal equipment			5,000				20,000	
133	Maintenance equipment	10,000	5,000				20,000		20,000
134	Maintenance vehicles					40,000	35,000		
135	<b>TOTAL</b>	<b>\$ 35,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 25,000</b>	<b>\$ 65,000</b>	<b>\$ 80,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>
136									
137	<b>UNDEDICATED CAPITAL</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
138	Undedicated	150,000	150,000	175,000	175,000	175,000	175,000	175,000	175,000
139	<b>TOTAL</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>
140									
141									
142	<b>BUILDING SUMMARY</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
143	Moorhead High School	124,676	234,000	252,500	359,000	258,500	178,500	490,500	410,500
144	Horizon Middle School	14,000	96,000	48,500	27,500	39,500	3,500	233,500	153,500
145	Robert Asp Elementary School	147,000	82,000	199,500	62,000	44,500	149,500	27,500	2,500
146	Ellen Hopkins Elementary School	122,500	60,000	30,000	255,000	238,500	158,500	239,500	11,000
147	S.G. Reinertsen Elementary School	42,500	32,500	5,000	31,000	55,000	-	-	105,000
148	Probstfield Center for Education	42,500	49,500	122,000	100,500	45,000	30,000	33,500	50,000
149	Red River Alternative Learning Center	-	-	30,000	-	-	-	-	-
150	Maintenance Building	-	-	10,000	-	32,000	53,500	20,000	-
151	Districtwide maintenance, equipment, and vehicles	35,000	30,000	30,000	25,000	65,000	80,000	45,000	45,000
152	Undedicated	150,000	150,000	175,000	175,000	175,000	175,000	175,000	175,000
153	<b>TOTAL SUMMARY</b>	<b>\$ 678,176</b>	<b>\$ 734,000</b>	<b>\$ 902,500</b>	<b>\$ 1,035,000</b>	<b>\$ 953,000</b>	<b>\$ 828,500</b>	<b>\$ 1,264,500</b>	<b>\$ 952,500</b>
154	Operating Capital	\$ 573,176	\$ 629,000	\$ 837,500	\$ 716,500	\$ 624,000	\$ 384,000	\$ 843,000	\$ 513,000
155	Deferred Maintenance	\$ 105,000	\$ 105,000	\$ 65,000	\$ 318,500	\$ 329,000	\$ 444,500	\$ 421,500	\$ 439,500
156									
157	<b>HEALTH AND SAFETY*</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
158	347 - Physical Hazard Control	63,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
159	349 - Hazardous Substance Management	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
160	352 - Environmental, Health & Safety Management	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
161	358 - Asbestos (AHERA Compliance)	5,000	60,000	5,000	5,000	5,000	5,000	5,000	5,000
162	363 - Fire and Life Safety	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
163	366 - Indoor Air Quality	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
164	<b>TOTAL</b>	<b>\$138,000</b>	<b>\$160,000</b>	<b>\$105,000</b>	<b>\$105,000</b>	<b>\$105,000</b>	<b>\$105,000</b>	<b>\$105,000</b>	<b>\$105,000</b>
165									
167	* Health and Safety projects will be added as needed. Levy authority to cover these projects is granted by the Minnesota Department of Education.								
168									
169	This operating capital plan is a planning document only. Projects will be considered annually as needed, and this plan will be adjusted accordingly.								



# TECHNOLOGY PLAN

## Annual Operations

### Infrastructure

	10/11	11/12	12/13	13/14	14/15	15/16
WAN -- Fiber Optics Lease	24,720	24,720	24,720	24,720	24,720	24,720
Miscellaneous Electrical Upgrades	2,266	2,266	2,266	2,266	2,266	2,266
Cabling -- Misc. District wide	12,360	12,360	12,360	12,360	12,360	12,360
NW Links Membership	0	0	0	0	0	0
	39,346	39,346	39,346	39,346	39,346	39,346

### Hardware

Telephone System Maintenance	3,605	3,605	3,605	3,605	3,605	3,605
Cellular Communication	3,193	3,193	3,193	3,193	3,193	3,193
	6,798	6,798	6,798	6,798	6,798	6,798

### Maintenance Agreements

Software/Support Agreement	4,944	4,944	4,944	4,944	4,944	4,944
Internet Bandwidth (minus E-Rate)	7,868	7,868	7,868	7,868	7,868	7,868
Region I Software/Support Agreement	50,000	50,000	50,000	50,000	50,000	50,000
Cisco WAN Agreements	0	0	0	0	0	0
	62,811	62,811	62,811	62,811	62,811	62,811

### Department Operations

General Supplies (Subscriptions, tools, etc.)	2,369	2,369	2,369	2,369	2,369	2,369
Security/Clock/Paging/RF support	8,446	8,446	8,446	8,446	8,446	8,446
CD-R's & Other Media	2,060	2,060	2,060	2,060	2,060	2,060
Backup Archival Tapes	1,339	1,339	1,339	1,339	1,339	1,339
	14,214	14,214	14,214	14,214	14,214	14,214

### Software Subscriptions

AntiVirus	721	721	721	721	721	721
Group Calendaring/Scheduling	2,884	2,884	2,884	2,884	2,884	2,884
SSL Certificates	721	721	721	721	721	721
AppleWorks/iWorks	1,597	1,597	1,597	1,597	1,597	1,597
Email	4,120	4,120	4,120	4,120	4,120	4,120
Inspiration/Kidspiration	0	0	0	0	0	0
FileMaker Pro Server & Client New/Upgrade	0	0	0	0	0	0
Web Filtering	18,540	18,540	18,540	18,540	18,540	18,540
SENDIT membership	1,236	1,236	1,236	1,236	1,236	1,236
Student Management Agreement	22,660	22,660	22,660	22,660	22,660	22,660
Network operating system upgrade	4,244	4,244	4,244	4,244	4,244	4,244
Power School SchoolNET	0	65,000	65,000	65,000	65,000	65,000
	56,722	121,722	121,722	121,722	121,722	121,722

### Staff Development

Local training classes	16,480	16,480	16,480	16,480	16,480	16,480
Operations specialized training	9,255	9,255	9,255	9,258	9,258	9,258
Intern Help (Salary)	8,400	8,400	8,402	8,400	8,400	8,400
	34,135	34,135	34,137	34,138	34,138	34,138
Subtotal Operational Expenditures	214,027	279,027	279,029	279,030	279,030	279,030

# TECHNOLOGY PLAN

## Technology Acquisitions

### Infrastructure

	10/11	11/12	12/13	13/14	14/15	15/16
WAN -- Video Network/TV & Web Studio	10,300	10,300	10,300	10,300	10,300	10,300
WAN -- Expansion/Upgrade PBX Upgrade	300,000	455,000	500,000	30,000	30,000	30,000
Security CCTV/Keyfob	0	0	75,000	125,000	125,000	0
	310,300	465,300	585,300	165,300	165,300	40,300

### Hardware

Auditorium Operations(Lights/Sound)	18,500	2,500	2,500	2,500	2,500	2,500
RAM/CPU Upgrades	10,000	10,000	500	500	500	500
TV/LCD Projection System/Projection Screens	15,000	15,000	25,000	15,000	15,000	15,000
Computer Workstations	152,000	132,000	102,000	138,500	138,500	108,500
Network Printers	5,000	5,000	3,000	3,000	3,000	3,000
Peripheral Add-ons	5,000	5,000	6,500	5,000	5,000	5,000
Data Servers/upgrades	10,000	10,000	5,000	5,000	5,000	5,000
Emerging Technologies	5,000	5,000	5,000	5,000	5,000	5,000
	220,500	184,500	149,500	174,500	174,500	144,500

### Software

GoogleEDU	0	0	35,000	10,000	10,000	10,000
New/Curriculum Contingency	5,000	25,000	25,000	25,000	25,000	25,000
	5,000	25,000	60,000	35,000	35,000	35,000

### Staff Development

Specialized Training--New Technologies	5,000	5,000	5,000	5,000	5,000	5,000
	5,000	5,000	5,000	5,000	5,000	5,000

Subtotal Technology Acquisitions	540,800	679,800	799,800	379,800	379,800	224,800
Subtotal Operational Expenditures	214,027	279,027	279,029	279,030	279,030	279,030

<b>TOTAL TECHNOLOGY PLAN</b>	<b>754,827</b>	<b>958,827</b>	<b>1,078,829</b>	<b>658,830</b>	<b>658,830</b>	<b>503,830</b>
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## 2012-2013 Preliminary Staffing Plan

*(Presented at the March 26, 2012 School Board meeting)*

LICENSED STAFF	2010- 2011 Actual	2011- 2012 Actual	2012- 2013 Prelim	2012-2013 Prelim Inc (Dec) Over Prior Year
Elementary (K-5)	89.00	92.50	94.50	2.00
Middle School (6-8)	51.82	53.82	56.32	2.50
High School (9-12)	55.39	60.57	62.78	2.21
Alternative Education	7.92	6.92	6.92	0.00
Special Education*	106.68	107.18	107.68	0.50
English as a Second Language (ESL)	5.30	5.30	6.30	1.00
Elementary Art	3.00	3.00	3.00	0.00
Elementary Music	6.57	7.00	7.00	0.00
Music (6-12)	6.67	8.00	8.00	0.00
Elementary Physical Education	6.57	7.00	7.00	0.00
Gifted and Talented	1.50	1.70	1.70	0.00
Federal Programs/Grants**	19.75	19.75	17.75	(2.00)
Media Specialists	3.00	3.50	3.50	0.00
Counselors	10.00	11.00	10.00	(1.00)
School Nurses	2.00	2.00	2.00	0.00
<b>Total Licensed Teaching Staff</b>	<b>375.16</b>	<b>389.24</b>	<b>394.45</b>	<b>5.21</b>
Administrative	10.00	10.00	13.00	3.00
Supervisory**	9.00	9.00	9.00	0.00
<b>Total Licensed Administrative/Supervisory Staff</b>	<b>19.00</b>	<b>19.00</b>	<b>22.00</b>	<b>3.00</b>
<b>Total Licensed Staff (Teacher &amp; Admin/Supervisory)</b>	<b>394.16</b>	<b>408.24</b>	<b>416.45</b>	<b>8.21</b>
<b>NON-LICENSED STAFF</b>				
Administrative	0.00	0.00	0.00	0.00
Supervisory	6.00	6.00	7.00	1.00
Paraprofessionals/Security***	149.38	149.38	149.38	0.00
Non-Aligned/TCI	21.11	21.11	21.11	0.00
Clerical/Confidential Administrative Assistants	42.28	42.28	42.28	0.00
Custodial	32.99	32.99	33.74	0.75
Federal Programs/Grants**	6.11	6.11	6.61	0.50
<b>Total Non-Licensed Staff</b>	<b>257.87</b>	<b>257.87</b>	<b>260.12</b>	<b>2.25</b>

\*Includes positions filled by purchased services.

\*\*Title I, II, V additional grant positions. The total FTE may fluctuate due to funding.

\*\*\*Includes all paraprofessionals funded through tuition, special and general education.

## Targeted Student-to-Teacher Ratios & Average Class Size

Targeted Student-to-Teacher Ratios							
	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Elem K-3	25:1	25:1	25:1	25:1	25:1	24:1	24:1
Elem 4-5	29:1	29:1	29:1	29:1	29:1	27:1	27:1
Middle School (Core)	30:1	30:1	30:1	33:1	33:1	30:1	30:1
High School (Core)	30:1	30:1	30:1	36:1	36:1	30:1	30:1

*Secondary staffing for elective classes will require a student enrollment of 20.*

*Core Classes include English/Language Arts, Mathematics, Science, Social Studies.*

Average Class Size							
	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	Projected 2012-2013
	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size
Kindergarten	23	22	22	23	22	22.6	21.1
Grade 1	24	24	24	24	23	24.6	24.6
Grade 2	23	23	24	25	26	23.7	24.3
Grade 3	25	26	25	29	25	25.5	23.9
Grade 4	25	25	27	27	27	26.1	27.8
Grade 5	28	26	29	29	28	26.9	25.8
Grade 6 (Core)	30	27	29	33	33	25.2	27.0
Grade 7 (Core)	25	30	27	33	33	26.3	25.2
Grade 8 (Core)	26	27	31	31	33	25.8	26.3
District Average K-3	24	24	24	25	24	24.0	24.0
District Average K-5	24	23	25	26	25	27.0	27.0
District Average 6-8	27	28	29	32	33	26.7	25.8

*The average class size is based on November 1 enrollment.*

*Presented to the Moorhead Area School Board on March 26, 2012*

**MOORHEAD AREA PUBLIC SCHOOLS**  
**NOVEMBER 2011 ENROLLMENT PROJECTIONS**  
(Weighted Average Method)

GRADE	ACTUAL NOVEMBER 1 ENROLLMENT					11/1/11	PROJECTED ENROLLMENT						
	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	November 2010 Projection (2011-12)	Variance Between Actual and Projected
Kindergarten	421	381	397	417	387	429	385	390	390	395	395	385	44
Grade 1	401	432	405	402	432	405	442	396	402	402	407	399	6
Grade 2	414	393	428	407	421	427	413	451	404	410	410	441	-14
Grade 3	359	415	398	440	396	421	431	417	455	408	413	425	-4
Grade 4	380	358	417	391	446	405	444	454	439	479	430	417	-12
Grade 5	372	388	381	417	392	444	411	450	460	445	486	452	-8
Grade 6	422	374	401	397	435	400	457	422	463	474	458	403	-3
Grade 7	367	423	377	405	420	417	408	466	431	472	483	443	-26
Grade 8	431	373	429	384	413	422	422	413	471	436	478	425	-3
Grade 9	463	436	399	446	397	414	411	411	401	459	424	402	12
Grade 10	430	465	445	395	442	406	416	412	412	403	461	399	7
Grade 11	460	422	482	419	383	422	390	399	396	396	387	424	-2
Grade 12	461	447	406	476	424	383	417	385	394	391	391	378	5
Grades K-5	2347	2367	2426	2474	2474	2531	2525	2558	2550	2539	2541	2518	13
Grades 6-8	1220	1170	1207	1186	1268	1239	1287	1301	1365	1381	1419	1272	-33
Grades 6-12	3034	2940	2939	2922	2914	2864	2920	2908	2969	3030	3081	2875	-11
Grades 9-12	1814	1770	1732	1736	1646	1625	1633	1607	1604	1649	1663	1603	22
Grades K-12	5381	5307	5365	5396	5388	5395	5445	5466	5519	5569	5622	5394	1
+/- Prior Year	-31	-74	58	31	-8	7	50	21	53	50	53		
% +/-	-0.58%	-1.38%	1.09%	0.58%	-0.15%	0.13%	0.92%	0.39%	0.98%	0.90%	0.95%		

VEHICLE INVENTORY															
Model															
ID #	Vehicle Type	Year	Chassis	Body	Fuel type	VIN #	Beginning Mi	Capacity	Miles as of 6/8/2011	Miles as of 5/24/2012	Miles	Special Equipment	Scheduled Replacement	Purchase Price	Notes
93	SCHOOL BUS	1993	IHC	THOMAS	DIESEL			78	111,823	118,644	6,821		2005	\$ 53,485	Replace 2014
94	SCHOOL BUS	1993	IHC	THOMAS	DIESEL			78	121,754	122,693	939		2005	\$ 53,780	Replace 2013
96	SCHOOL BUS	1995	IHC	AMTRAN	DIESEL			77	166,260	172,919	6,659		2007	\$ 48,787	Replace 2013
87	SCHOOL BUS	1996	IHC	THOMAS	DIESEL			77	132,126	140,350	8,224	Lift Equipped	2008	\$ 56,575	Replace 2014
89	SCHOOL BUS	1996	IHC	THOMAS	DIESEL			77	148,063	148,733	670	Lift Equipped	2008	\$ 56,575	Replace 2014
83	SCHOOL BUS	1998	IHC	Blue Bird	DIESEL			30	125,687	135,239	9,552	Lift Equipped	2010	\$ 59,104	Replace 2015
84	SCHOOL BUS	1998	IHC	Blue Bird	DIESEL			31	151,298	163,639	12,341	Lift Equipped	2010	\$ 59,104	Replace 2015
00-103	MINI-VAN	2000	GMC	Safari (red)	GASOLINE			7	127,214	143,750	16,536		2010	\$ 22,734	Out of Service April 2012
00-104	MINI-VAN	2000	GMC	Safari(Teal Blue)	GASOLINE			7	158,342	162,349	4,007		2010	\$ 22,692	Out of Service April 2012
05-105	4WD	2000	DODGE	Durango	GASOLINE			7	102962	108662	5,700		2010	\$ 12,995	Out of School Bus Service January 2012
71	SCHOOL BUS	2001	GMC	Blue Bird	DIESEL			77	144138	155701	11,563		2013	\$ 54,692	Replace 2018
72	SCHOOL BUS	2001	GMC	Blue Bird	DIESEL			77	143772	153320	9,548		2013	\$ 54,692	Replace 2018
73	SCHOOL BUS	2004	IHC	Blue Bird	DIESEL			77	74578	84886	10,308		2016	\$ 60,289	
74	SCHOOL BUS	2004	IHC	Blue Bird	DIESEL			77	77365	87347	9,982		2016	\$ 60,490	
05-106	MINI-VAN	2005	DODGE	Caravan	GASOLINE			7	108360	125587	17,227		2016	\$ 25,450	
75	SCHOOL BUS	2006	IC Bus	IC Bus	DIESEL			77	104413	119559	15,146		2018	\$ 63,531	
86	SCHOOL BUS	2006	IC Bus	IC Bus	DIESEL			47	87943	101583	13,640	Lift Equipped	2018	\$ 73,437	
76	SCHOOL BUS	2007	IC Bus	IC Bus	DIESEL			77	64969	77832	12,863		2019	\$ 67,036	
88	SCHOOL BUS	2007	IC Bus	IC Bus	DIESEL			45	80893	92394	11,501	Lift Equipped	2019	\$ 74,036	
77	SCHOOL BUS	2008	IC Bus	IC Bus	DIESEL			77	54079	66049	11,970		2020	\$ 70,622	
	MINI-VAN	2008	DODGE	Caravan	GASOLINE			7	54982	61304	6,322		2020		
12-107	MINI-VAN	2012	DODGE	Copper - Caravan	GASOLINE	2C4RDGBG1CR281525	269	7	269	2436	2,167		2024		
12-108	MINI-VAN	2012	DODGE	Blue Caravan	GASOLINE	2C4RDGBGXCR281524	287	7	287	2850	2,563		2024		
											206,249				



## **II. FOOD SERVICE**

### **INTRODUCTION**

This fund must be established in a district that maintains a food service program for pupils. Food service includes those activities which have as their purpose the preparation and service of milk, meals, and snacks in connection with school and community service activities.

Revenues and expenditures for Food Service activities are recorded in this fund. Eligible expenditures include application processing, meal accountability, food preparation, meal service, and kitchen custodial service.

If revenues exceed expenditures, the resultant positive fund balance may not be transferred to the General Fund. If a deficit occurs, permanent transfers should be made from the General Fund to the Food Service Fund as of the end of the fiscal year.

### Basic Assumptions

Prices used to develop revenue projections were as follows:

Category	2011-12 Prices	2012-13 Prices
Milk	.40	.40
Breakfast	1.00	1.00
Elem Lunch	1.75	1.90
Middle S/HS Lunch	2.00	2.05
Adult Lunch	3.25	3.25
<i>Note: Price increases from 2011-12 to 2012-13 are due to a Federal requirement for a 2012-13 weighted average price of \$1.95.</i>		

### Reimbursements

The per meal reimbursement from the state (lunch and breakfast) will remain neutral.

The per meal reimbursement for commodities will increase by .0275.

The per meal federal reimbursement (cash) for paid meals will increase by .06

The per meal federal reimbursement (cash) for free and reduced meals will increase yearly by .03 per breakfast, .05 per lunch, and .02 for snacks.

### 2012-13 Reimbursements (2011-12 figures, will be adjusted when figures are released in July)

#### State Reimbursement:

\$ .12 All lunch  
\$ .55 Paid breakfast  
\$ .30 Reduced breakfast

#### Commodities Reimbursement (Food Distribution Program):

\$ .2225 Each meal (lunch)

#### Federal Reimbursement:

\$ .26 Paid lunch  
\$2.37 Reduced lunch  
\$2.77 Free lunch  
\$ .27 Paid breakfast  
\$1.21 Reduced breakfast  
\$1.51 Free breakfast  
\$ .07 Paid Snack  
\$ .38 Reduced Snack  
\$ .76 Free Snack

#### K-Milk Reimbursement:

\$ .20 Milk - State

## FUND BALANCE DEFINITIONS

Line #

**Miscellaneous Local Revenue** ..... 2

Catered meals (lunch) to Head Start program at Probstfield.

**Purchased Services** ..... 15

Costs include supervision, administrative services, repairs and maintenance, printing/publications, travel/professional development, consulting fees, operation ; maintenance.

**Food Costs (USDA Commodities)** ..... 16

Based on the number of reimbursable student meals (lunch only) that were served the previous school year.

**Fund Balance Projections** ..... 26

Use of Food Service funds to pay for capital outlay expenditures will decrease the fund balance. Funding for capital outlay is received only from paid meal revenue (no contribution is received from free or reduced price meals). Decreases in the fund balance will result in a price increase.

DEPENDENT SCHOOL DISTRICT #152  
JOD SERVICE FUND (02)

	2010-11 ACTUAL	2011-12 REVISED	2012-2013 PRELIMINARY	2013-2014 PROJECTED	2014-2015 PROJECTED	2015-2016 PROJECTED
<b>REVENUES:</b>						
Line # Other local and county sources:						
1 Interest	0	0	0	0	0	0
2 Miscellaneous local revenues	(548)	410	420	430	440	450
3 Subtotal other sources	(548)	410	420	430	440	450
State sources:						
4 Lunch/Breakfast program aid	136,247	149,590	152,580	155,630	158,740	161,910
Federal sources:						
5 Lunch program aid	909,745	844,700	861,590	878,820	896,400	914,330
6 Food distribution program	88,120	112,280	114,530	116,820	119,160	121,540
7 Summer Food Program	58,023	57,833	57,833	57,833	57,833	57,834
8 Subtotal federal sources	1,055,888	1,014,813	1,033,953	1,053,473	1,073,393	1,093,704
9 Sale of Lunches	1,089,208	1,129,770	1,187,370	1,211,120	1,235,340	1,260,050
10 TOTAL REVENUES	2,280,793	2,294,583	2,374,323	2,420,653	2,467,913	2,516,114
11 \$ CHANGE	76,778	43,825	79,740	46,330	47,260	48,201
12 % CHANGE	3.48%	1.95%	3.48%	1.95%	1.95%	1.95%
<b>EXPENDITURES:</b>						
Pupil support services:						
13 Salaries and wages	475,173	458,865	532,631	548,610	565,068	582,020
14 Employee benefits	81,301	79,046	81,418	83,860	86,376	88,967
15 Purchased services	319,700	327,107	336,921	347,028	357,439	368,162
16 Food costs-USDA commodities	80,351	98,520	101,475	104,519	107,655	110,885
17 Food costs, milk and supplies	1,084,033	1,140,952	1,175,180	1,210,436	1,246,749	1,284,151
18 Equipment/Construction	10,572	50,000	51,500	53,045	54,636	56,275
19 Other expenditures	9,874	19,189	19,765	20,358	20,968	21,597
20 Summer Food Program	58,023	59,568	61,355	63,196	65,092	67,044
21 TOTAL EXPENDITURES	2,119,029	2,233,247	2,360,244	2,431,051	2,503,983	2,579,102
22 \$ CHANGE	41,824	87,937	126,997	70,807	72,932	75,119
23 % CHANGE	2.01%	4.10%	5.69%	3.00%	3.00%	3.00%
24 REV OVER EXP (EXP OVER REV)	161,764	61,336	14,079	(10,398)	(36,070)	(62,988)
25 BEGINNING FUND BALANCE	480,938	642,702	704,038	718,117	707,719	671,649
26 ENDING FUND BALANCE	\$642,702	\$704,038	\$718,117	\$707,719	\$671,649	\$608,661
27 Fund Balance as a % of Expenditures	30.33%	31.53%	30.43%	29.11%	26.82%	23.60%
28 Fund Balance Limit (1/3 of annual exp)	706,343	744,416	786,748	810,350	834,661	859,701

#### ANALYSIS OF PARTICIPATION (REIMBURSABLE MEALS)

2007-08	ADP	ADA	HS	MS	ASP	HOP	SGR	TOTAL
SEPTEMBER	3329		28.7	95.8	96.0	94.8	95.9	72.3
OCTOBER	3349		30.6	94.7	97.2	94.7	98.2	73.4
NOVEMBER	3317		30.4	93.8	94.6	93.3	98.0	72.7
DECEMBER	3304		30.2	94.0	96.3	92.7	97.9	72.9
JANUARY	3315		30.2	95.1	96.5	94.7	97.7	73.6
FEBRUARY	3203		28.5	92.0	94.3	92.7	94.7	71.2
MARCH	3229		28.4	92.4	93.7	93.3	97.0	71.8
APRIL	3265		27.4	93.6	97.0	94.3	97.7	72.5
MAY/JUNE	3062		25.2	90.9	87.1	88.3	90.2	67.9
<b>TOTAL</b>	<b>3259</b>							<b>71.9</b>

2008-09	ADP	ADA	HS	MS	ASP	HOP	SGR	TOTAL
SEPTEMBER	3395		28.0	95.5	95.1	91.7	95.3	72.2
OCTOBER	3408		30.6	95.4	95.0	93.0	96.9	73.5
NOVEMBER	3400		29.9	96.4	95.7	94.1	97.0	73.9
DECEMBER	3381		30.5	96.0	95.2	93.1	96.3	73.8
JANUARY	3355		30.9	94.2	94.6	93.1	95.7	73.5
FEBRUARY	3379		32.4	94.8	94.6	92.5	94.6	74.1
MARCH	3255		28.3	88.6	93.2	94.1	94.4	71.4
APRIL	3438		31.5	95.9	97.0	96.0	97.6	75.5
MAY/JUNE	3183		28.3	92.5	86.4	88.7	89.6	70.0
<b>Total</b>	<b>3355</b>							<b>73.1</b>

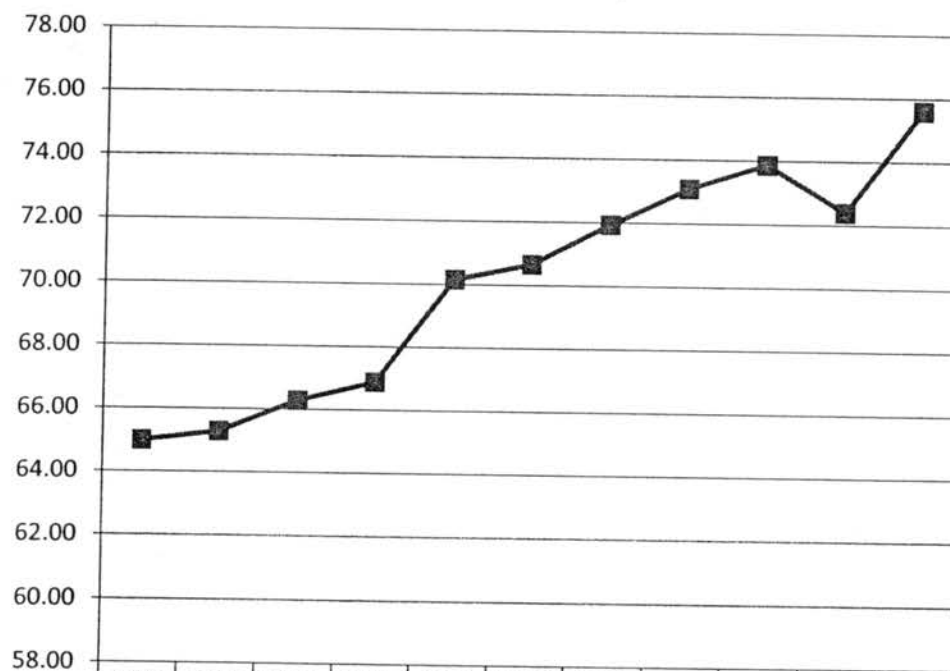
2009-10	ADP	ADA	HS	MS	ASP	HOP	SGR	TOTAL
SEPTEMBER	3569	4949	33.3	99.9	85.7	84.5	86.5	78.0
OCTOBER	3452	5044	34.3	88.7	80.2	77.9	82.1	72.6
NOVEMBER	3551	5049	34.2	94.7	81.5	80.6	82.7	74.7
DECEMBER	3590	5073	35.0	94.7	82.6	81.2	82.5	75.2
JANUARY	3582	5055	33.9	95.5	86.2	80.4	81.9	75.6
FEBRUARY	3563	5046	35.6	94.5	82.9	79.2	82.2	74.9
MARCH	3515	5011	33.8	95.4	81.7	79.0	82.2	74.4
APRIL	3378	5062	31.8	81.2	82.6	80.0	82.4	71.6
MAY/JUNE	3211	5052	32.5	78.5	78.1	76.7	73.0	67.8
<b>Total</b>	<b>3490</b>							<b>73.9</b>

2010-11	ADP	ADA	HS	MS	ASP	HOP	SGR	TOTAL
SEPTEMBER	3540	5077	37.2	88.0	81.0	76.5	80.8	72.7
OCTOBER	3321	5067	35.4	81.5	75.0	73.9	77.5	68.7
NOVEMBER	3518	4975	38.0	85.9	82.0	79.2	83.4	73.7
DECEMBER	3460	4943	37.7	85.9	82.0	79.6	82.4	73.5
JANUARY	3455	4939	38.0	85.4	81.9	80.3	82.1	73.5
FEBRUARY	3414	4878	37.0	86.3	80.8	80.1	83.2	73.5
MARCH	3350	5035	34.9	84.8	73.6	73.7	78.9	69.2
APRIL	3397	4850	34.6	85.7	81.2	82.8	85.9	74.0
MAY/JUNE	3269	5111	33.1	88.1	87.3	73.7	79.7	72.4
<b>Total</b>	<b>3414</b>							<b>72.4</b>

2011-12	ADP	ADA	HS	MS	ASP	HOP	SGR	TOTAL
SEPTEMBER	3680	5200	42.2	86.5	81.0	82.3	78.9	74.2
OCTOBER	2772	5190	44.1	84.4	82.7	82.0	82.9	75.2
NOVEMBER	3670	5007	38.0	83.7	87.0	84.6	87.6	76.2
DECEMBER	3596	5023	39.7	83.9	85.9	84.8	82.4	75.3
JANUARY	3626	4993	41.9	84.8	86.2	84.7	87.3	77.0
FEBRUARY	3452	4818	39.1	85.6	87.1	85.4	86.8	76.8
MARCH	3585	4976	39.5	85.6	86.7	84.9	86.0	76.5
APRIL	3594	4983	39.9	84.1	87.3	85.9	86.9	76.8
MAY/JUNE	3353	1963	35.4	80.8	79.0	82.2	82.0	72.4
<b>Total</b>	<b>3481</b>							<b>75.6</b>

**FORMULA** ADP= ALL MEALS DIVIDED BY # OF DAYS IN MONTH  
ADA = TOTAL ADA OF ALL SCHOOLS  
HS/MS/ASP/HOP/SGR = TOTAL LUNCHES DIVIDED  
BY # OF DAYS DIVIDED BY ADA OF THAT SCHOOL

### SCHOOL LUNCH PARTICIPATION (%)



	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
% Participation	64.98	65.28	66.28	66.88	70.16	70.66	71.94	73.10	73.87	72.40	75.60



#### **IV. COMMUNITY SERVICE**

##### **INTRODUCTION**

The district census is currently at 42,939. The Early Childhood census is an average based on the number of students entering kindergarten in the previous five years. The formulas for General Community Education decreased in 04-05, as did ECFE and School Readiness. Some of the money was restored in 06-07. Efforts are made to increase revenue from donations, tuition, sponsorships, fees, and grants.

## REVENUE

Line #

- General Community Service ..... 1**  
General Community Education revenue is based on district population. The district's population for fiscal year 2013 is 42,969. For 2012-2013, the multiplier per capita is \$5.42.
- Fees ..... 2**
- Choices ..... 4**  
Disabled adult funding is based on a grant from the state and local levy authority. There has been no increase since 1990-91. Fees collected help to offset class and activity costs. A state grant, local levy, and program fees support the program.
- Adult Basic Education ..... 6**  
The state and Federal grants are applied for annually. ABE is the only program in Community Education that receives Federal funds. In recent years we have written and received grant opportunities, as well we have sub-contracted with other groups. Enrollment in ABE continues to grow.
- Interest ..... 7**
- Early Childhood Family Education ..... 8**  
The ECFE state grant and local levy are based on the number of children in the district age 0-4. The population high was 2,323 in 1994-95. The low count in November 2008 was 1985. Currently, we are at 2,135 for our 0-4 population census. The formula has been at \$120 for the past five years.
- School Readiness ..... 10**  
Kindergarten Readiness receives funding from the Minnesota Department of Education based on the amount of dollars allocated by the state and the number of programs that apply for funds. The local funding formula is based on population and K-12 free/reduced lunch numbers.
- Kinder Plus (K+) ..... 13**  
In 2009-2010, the district added K+ for parents who wanted to have their kindergarteners enrolled in an educational opportunity for the entire school day.
- Other ..... 14**  
This category includes early childhood screening, non-public school funds and grants. The district receives between \$30-\$50 from the Minnesota Department of Education for each preschooler who is screened. Revenues are based on actual expenditures, as this is a reimbursable program. Non-public student count includes St. Joseph's, Park Christian, and home-schooled students.

## EXPENDITURES

Line #

**General Community Service ..... 18**

Costs associated with the administration and support services for general Community Education programs are included. Community Education and district marketing costs are included. Expenses for Service Learning, after-school enrichment, summer camps and adult enrichment are also included.

**Choices ..... 20**

Costs related to programs for adults with disabilities and programs that assist adults in their participation in regular community offerings are included.

**Adult Basic Education ..... 21**

Costs related to the operation of the Adult Basic Education program including licensed teachers, paraprofessionals, administration, rent, technology and support services are included.

**Early Childhood Family Education ..... 22**

Costs related to the Early Childhood Family Education program are included such as licensed teachers, paraprofessionals, and rent. Administrative and support services are shared with the Kindergarten Readiness programs and other early childhood programs of the district.

**School Readiness ..... 23**

Costs related to assisting children ages 3 to 5 to enter kindergarten with the skills necessary for success are included. These costs include licensed teachers, paraprofessionals and rent. Administrative and support services are shared with other district early childhood program.

**Kinder Plus (K+).....24**

In 2009-2010, the district added K+ for parents who wanted to have their kindergarteners enrolled in an educational opportunity for the entire school day. All instructional expenditures related to that program are included.

**Other ..... 25**

Expenses related to actual costs incurred to fulfill grant and non-public school agreements. Early Childhood screening is also included.

**DEPENDENT SCHOOL DISTRICT #152**  
**COMMUNITY SERVICE (04)**

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
	ACTUAL	PROJECTED	PRELIMINARY	PROJECTED	PROJECTED	PROJECTED
<b>VE # REVENUES:</b>						
1 Gen Com Ed	342,531	293,892	239,870	244,700	249,600	254,600
2 Fees	139,593	199,986	204,000	208,100	212,300	216,500
3 Youth Development/Service	87,615	95,000	96,000	97,900	99,900	101,900
4 Choices	25,315	26,000	26,520	27,100	27,600	28,200
5 Choices Fees	5,973	5,003	5,100	5,200	5,300	5,400
6 ABE	363,774	360,000	379,800	379,800	387,400	395,100
7 Interest	0	318	300	300	300	300
8 ECFE	239,664	248,672	253,600	258,700	263,900	269,200
9 ECFE Fees	25,910	27,208	27,800	28,400	29,000	29,600
10 School Readiness	60,381	64,450	65,700	67,000	68,300	69,700
11 School Readiness Fees	12,640	14,401	40,000	40,800	41,600	42,400
12 School-Age Care Levy	54,200	54,200	55,300	56,400	57,500	58,700
13 K+ Fees	153,319	116,186	118,500	120,900	123,300	125,800
14 Other	62,794	64,786	70,980	72,400	73,800	75,300
15 <b>TOTAL REVENUES</b>	<b>1,573,707</b>	<b>1,570,102</b>	<b>1,583,470</b>	<b>1,607,700</b>	<b>1,639,800</b>	<b>1,672,700</b>
16 <b>\$ CHANGE</b>	<b>11,959</b>	<b>22,626</b>	<b>13,368</b>	<b>24,230</b>	<b>32,100</b>	<b>32,900</b>
17 <b>% CHANGE</b>	<b>0.77%</b>	<b>1.46%</b>	<b>0.85%</b>	<b>1.53%</b>	<b>2.00%</b>	<b>2.01%</b>
<b>EXPENDITURES:</b>						
18 General Com Ed	360,273	596,091	364,000	374,900	386,100	397,700
19 Youth Development/Service	98,113	96,531	99,427	102,400	105,500	108,700
20 Choices	27,201	26,550	27,347	28,200	29,000	29,900
21 ABE	366,582	366,250	377,238	388,600	400,300	412,300
22 ECFE	290,675	272,014	280,174	288,600	297,300	306,200
23 School Readiness	88,421	84,439	86,972	89,600	92,300	95,100
24 K+	166,481	300,000	309,000	318,300	327,800	337,600
25 Other	60,411	64,786	66,730	68,700	70,800	72,900
26 <b>TOTAL EXPENDITURES</b>	<b>1,458,157</b>	<b>1,806,661</b>	<b>1,610,887</b>	<b>1,659,300</b>	<b>1,709,100</b>	<b>1,760,400</b>
27 <b>\$ CHANGE</b>	<b>50,659</b>	<b>371,479</b>	<b>(195,774)</b>	<b>48,413</b>	<b>49,800</b>	<b>51,300</b>
28 <b>% CHANGE</b>	<b>3.60%</b>	<b>25.88%</b>	<b>-10.84%</b>	<b>3.01%</b>	<b>3.00%</b>	<b>3.00%</b>
29 <b>REV OVER EXP (EXP OVER REV)</b>	<b>115,551</b>	<b>(236,559)</b>	<b>(27,417)</b>	<b>(51,600)</b>	<b>(69,300)</b>	<b>(87,700)</b>
30 <b>BEGIN FUND BALANCE (CE, ECFE, S</b>	<b>242,477</b>	<b>358,028</b>	<b>121,469</b>	<b>94,052</b>	<b>42,452</b>	<b>(26,848)</b>
31 <b>ENDING FUND BALANCE (CE, ECFE,</b>	<b>358,028</b>	<b>121,469</b>	<b>94,052</b>	<b>42,452</b>	<b>(26,848)</b>	<b>(114,548)</b>
32 <b>Fund Balance as % of Expenditures</b>	<b>24.55%</b>	<b>6.72%</b>	<b>5.84%</b>	<b>2.56%</b>	<b>-1.57%</b>	<b>-6.51%</b>

33 *Note 1: Fund balance limits exist for General Community Education (including Adult Basic Education), Early Childhood Education, and School Readiness. Statutes require that the adjusted three-year average fund balance not exceed 25% of the prior year's program revenue before any adjustments for excess fund balance. Statutes define program revenue to include not only the Education levy, state aid entitlement--and, for ECFE and Community authority--but also any fees, grants and other program revenue. Projected limits for fiscal year 2012 are as follows: Community Education--\$168,300 ECFE--\$68,200; and SR--\$21,200. These figures are subject to change once audited data are available.*

*Note 2: Chapter 239 of the K-12 Education Omnibus Bill repeals Community Education, ECFE, and School Readiness reserve account limits and associated aid and levy penalties for FY 2014 and later.*

## **VII. DEBT SERVICE FUND**

### **INTRODUCTION**

The Debt Service Fund is used to show revenues and expenditures for a school district's outstanding bonded indebtedness, whether for building construction or operating capital, and whether for initial or refunding bonds.

When a bond issue is sold, the school board must levy a direct general tax upon the property of the district for the payment of principal and interest on such bonds as due. The revenue from such tax must be separately accounted for in a Debt Service Fund (M.S. 475.61).

When an excess is accumulated in a Debt Service Fund due to interest earnings, lower than anticipated tax delinquency, or excess building funds, the levy for debt redemption may be reduced in whole or in a part as dictated by fund balances and debt retirement requirements. Where there are accumulations in the fund as the process of debt repayment nears an end, the accumulations should be used to reduce debt levies. Where there is any balance left in the Debt Service Fund after all obligations have been discharged, such balance shall be permanently transferred to the General Fund, with an equal levy reduction (M.S. 475.61).

There can be no borrowing from the Debt Service Fund. Any cash balance or investment in a Debt Service Fund is held in trust for the bondholders, and must not be used to support cash deficits in other funds (M.S. 123B.78, Subd. 4).

Due to the successful passage of a \$64 million bond referendum on March 12, 2002, the debt service fund has had a substantial increase.

**REVENUES****Line #****Local Property Tax Levy ..... 1**

This is determined by the bond payment schedule. The District must levy 105% of the annual debt service requirement.

**Interest Income ..... 4**

Interest rates appear to be static in the short term.

**State Sources ..... 5-8**

Aid received for the replacement of local taxes.

**EXPENDITURES****Line #****Principal on bonds ..... 11**

As required by bond payment schedule.

**Interest on bonds ..... 12**

As required by bond payment schedule.



INDEPENDENT SCHOOL DISTRICT #152  
DEBT SERVICE FUND (07)

	2010-2011 ACTUAL	2011-2012 REVISED	2012-2013 PRELIMINARY	2013-2014 PROJECTED	2014-2015 PROJECTED	2015-2016 PROJECTED
<b>LINE # REVENUES:</b>						
1 Local property tax levy	6,122,612	5,130,741	5,524,828	5,524,828	5,524,828	5,524,828
2 OPEB Bonds Levy	520,157	495,387	495,387	495,387	495,387	495,387
Other local sources:						
3 Proceeds of refunding bonds	0	0	0	0	0	0
4 Interest income	0	0	0	0	0	0
State sources:						
5 HACA (Homestead credit)	452,513	428,758	included in levy	included in levy	included in levy	included in levy
6 Border city aid	587,961	737,840	included in levy	included in levy	included in levy	included in levy
7 Other appropriations	4,390	13,947	included in levy	included in levy	included in levy	included in levy
8 State aid / Equalization Aid	0	0	0	0	0	0
9 State sources total	1,044,864	1,180,545	0	0	0	0
<b>10 TOTAL REVENUES</b>	<b>7,687,633</b>	<b>6,806,673</b>	<b>6,020,215</b>	<b>6,020,215</b>	<b>6,020,215</b>	<b>6,020,215</b>
<b>EXPENDITURES:</b>						
11 Principal on bonds	3,500,000	3,675,000	3,675,000	3,675,000	3,675,000	3,675,000
12 Interest on bonds	4,166,600	2,334,749	2,334,749	2,334,749	2,334,749	2,334,749
14 Other debt service	2,559	402	900	900	900	900
<b>15 TOTAL EXPENDITURES</b>	<b>7,669,159</b>	<b>6,010,151</b>	<b>6,010,649</b>	<b>6,010,649</b>	<b>6,010,649</b>	<b>6,010,649</b>
<b>16 REV OVER (UNDER) EXP</b>	<b>18,474</b>	<b>796,522</b>	<b>9,566</b>	<b>9,566</b>	<b>9,566</b>	<b>9,566</b>
<b>17 BEGINNING FUND BALANCE</b>	<b>43,194,553</b>	<b>43,213,027</b>	<b>44,009,549</b>	<b>44,019,115</b>	<b>44,028,681</b>	<b>44,038,247</b>
<b>18 ENDING FUND BALANCE</b>	<b>\$43,213,027</b>	<b>\$44,009,549</b>	<b>\$44,019,115</b>	<b>\$44,028,681</b>	<b>\$44,038,247</b>	<b>\$44,047,813</b>



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.091 R

TO: Dr. Lynne A. Kovash, Superintendent  
FROM: Wayne A. Kazmierczak, Assistant Superintendent  
DATE: June 5, 2012  
SUBJECT: 2013-2015 Technology Plan

Attached please find the 2013-2015 Technology Plan for Moorhead Area Public Schools. Dan Markert, Director of Information Systems and Instructional Support, and Missy Eidsness, Director of School Improvement and Accountability, will be in attendance at the June 11, 2012 School Board meeting to present the district's technology plan.

Suggested Resolution: Move to approve the 2013-2015 Technology Plan as presented.

WAK:nls  
Attachment

**Technology Plan Cover Sheet**  
**2013-2015 (July 1, 2013 – June 30, 2015)**

<b>ORGANIZATION INFORMATION</b>	
<b>District/Agency/School (legal name):</b>	<b>MOORHEAD AREA PUBLIC SCHOOLS</b>
<b>District Number:</b>	<b>0152</b>
<b>Technology Plan Status</b>	The District/Agency/School has an approved 2012 technology bridge plan: <div style="text-align: center;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></div>
<b>2013-2015 Technology Plan Date of Creation:</b>	<b>April 2012</b>
<b>IDENTIFIED OFFICIAL WITH AUTHORITY INFORMATION</b>	
<b>Name</b>	<b>WAYNE KAZMIERCZAK</b>
<b>Title</b>	<b>ASSISTANT SUPERINTENDENT</b>
<b>Address</b>	2410 14 <sup>TH</sup> ST. S. MOORHEAD, MN 56560
<b>Phone Number and E-mail</b>	218 284-3375 <WKAZMIERCZAK@MOORHEAD.K12.MN.US>
<b>TECHNOLOGY CONTACT INFORMATION</b>	
<b>Name</b>	<b>DAN MARKERT</b>
<b>Title</b>	<b>DIRECTOR OF INFORMATION SYSTEMS AND INSTRUCTIONAL SUPPORT</b>
<b>Address</b>	2410 14 <sup>TH</sup> ST. S. MOORHEAD, MN 56560
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## **Moorhead Area Public Schools 2013-15 Technology Plan**

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1. **Technology Needs Assessment:** Describe the processes(s) used to determine the technology needs for the local education agency (LEA) for 2013-2015 and briefly summarize the needs that have been determined. Make sure to include any technology needs that will be supported through E-rate discounts, such as telephone, telecommunications access, Internet, and other E-rate eligible services.

Planning for the 2012 Technology Bridge Plan as well as the 2013-15 Technology Plan involved several district committees, school and district administration, members of the technology department and media specialists. Additionally in spring 2011, Lakes Country Service Cooperative was contracted to conduct a comprehensive District Technology Audit, the findings of which serve as the guide of this plan as well as directly impacted priority areas within the district's 2011 Strategic Plan.

The Technology Audit included an assessment, findings and recommendations in the areas of:

1. Computer Network Infrastructure
2. Computer Hardware
3. Computer Software and Online Internet subscriptions
4. Classroom Audio-Visual Systems
5. District's Web Presence
6. Information Security Audit
7. Technology Department Operations
8. Telecommunications Systems
9. Technology Integration and Media Services
10. Administrative Information Systems

In preparation for the 2011 audit, two-thirds of the district's certified teaching staff completed the statewide Instructional Practices Survey and district technology staff compiled the annual Minnesota Technology Inventory Collection tool.

The district's Technology Committee meets bi-monthly and is responsible for preparation and submission of the three-year Technology Plan. The committee also assists with technology-related policy development, aids with professional development planning, and communicates key district technology information. As necessary, subcommittees are formed and charged with completing required tasks. Members of the 2011-12 District Technology Committee are:

Mike Siggerud – School Board

Wayne Kazmierczak – Assistant Superintendent

Dan Markert – Director of Information Systems and Instructional Support (ISIS)

Missy Eidsness – Director of School Improvement and Accountability (SIA)

Gay Galles – Program Manager of Media Services

Pam Gibb – Communications Coordinator

Kathy Cole, Karen Grant, Louie Lauer, Kim Nelson and Ann Woell – Media Specialists

Tony Huseby – Technology Trainer

Alice Goodwin, Jacob Gunderson, Christy Leier, Ben Pederson and Kathi Salvevold – District Teachers

Ed Breedon, Jon Carlson, Dale Cary, Young Choe, Lynn Day, Renee Grover, Pam Hancock, Travis Henry, Curtis Ness, Lori Palmer, Eric Sanders, Jon Stein and John Stadter – Technology Department staff

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2. **Goals and Strategies:** List the specific goals and strategies for 2013-2015 that address how your LEA will use technology to deliver education and assist with school administration.

The technology program strives to address the program needs of students, the information delivery needs of teachers and administration, the data delivery requirements of government services, and the communication needs of district staff, parents and community stakeholders. To meet the constantly changing needs of the district and the fast-paced changes of technology, Moorhead Area Public Schools will make or has made the following adjustments:

- Promote, support and assist instructional staff to make data-driven decisions using student assessment information, including MCA, NWEA, AIMSWeb and common assessments.
- Promote, support and assist instructional staff with the use of electronic grade book, parent portal, student portal and classroom Web pages to expand home-to-school communication.
- Enhance, supplement and differentiate district curriculum and improve student achievement.
- Adopt an Instructional Management System and a Learning Management System for students and staff to drive instruction, guide curricular decisions, promote 21st century skills and provide a consistent student experience.

**List goals and planned strategies for implementing technology in the school/district.**

1. Implement GoogleApps for Education districtwide.
2. Pilot several tablet initiatives, including iPads in middle school science classrooms, promotion of Bring Your Own Technology (BYOT), purchase of classroom carts of portable electronics for primary grades, and one-to-one classroom pilots that include take-home privileges.
3. Implement Schoolnet as a districtwide Instructional Management System.
4. Implement Haiku as a districtwide Learning Management System.
5. Increase Internet bandwidth as required to support district instruction and administrative operations. Strive to provide options to include bandwidth redundancy.
6. Replace the district's aged end-of-life telephone system during the summer of 2013.
7. Complete the four-year installation of building security systems, including districtwide digital IP surveillance cameras and expanded electronic keyless door locks.
8. Strive to adhere to the Technology Audit's recommendation to maintain a five-year desktop and four-year portable computer replacement cycle.

9. Continue to promote and encourage staff to integrate technology into classroom instruction to improve teaching practices. Curriculum adoption cycles will include consideration of electronic textbooks, online resources and other technology-based supplemental materials.

#### Strategies

- The technology trainer, media specialists, curriculum adoption committees, instructional coaches, assistive technology staff and technology department members will prepare recommendations for districtwide solutions for administration and staff designed to help teachers apply new technologies in district classrooms.
- The district's Staff Development Committee and Technology Committee will identify and recommend professional development training needs.
- Individual- or department-specific technology will be discussed between the requesting party, building principals, Director of ISIS and Director of SIA. Some technology requests may warrant input and further discussion with the District Technology Committee and/or district administration.
- To improve teacher effectiveness, the district is intentionally integrating technology across curricular areas. The Director of SIA will ensure 21st century skills are embedded in all curricular areas.
- The Director of ISIS will regularly evaluate infrastructure, data transmission technologies and end-user technologies.
- The Director of ISIS will ensure that the District Technology Committee, school administration and School Board are aware of necessary upgrades and improvements to ensure the uninterrupted delivery of needed services.
- The Director of ISIS is responsible for preparing the annual technology budget that will implement an end-of-life hardware replacement program to ensure that technology is cost effective and appropriate for the needs of users (students and staff), technical staff and other stakeholders.

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3. **Professional Development Plan:** Describe the professional development strategies you have in place for 2013-2015 to ensure LEA staff are prepared to use the technology infrastructure, software programs, and online resources provided:

- In previous years, the district made available the Technology Academy where district teaching and support staff had the opportunity to receive technical training (i.e., word processing, spreadsheet and presentation software among other things). This year Moorhead Area Public Schools has partnered with Fargo and West Fargo (N.D.) school districts to offer a June Tech Camp. The Tri-City Tech Camp offers more diversity in technology course offerings and also affords certified staff the opportunity to receive graduate credit if they choose. Based on the number of registered Tech Camp participants, Moorhead Schools expects this technology training collaboration to continue annually.
- The Director of ISIS will determine an annual technology department staff training plan that is positionally appropriate.



- The Directors of SIA and ISIS are responsible for determining and presenting staff training needs to the Staff Development Committee along with recommendations for implementing training programs. Staff training opportunities will include an evaluation tool to be completed by attendees.
- The Directors of SIA and ISIS will administer various tools to evaluate the level of staff competence in technologies. The results will be used to develop a staff training needs assessment. The Directors of SIA and ISIS will develop timetables for implementing a training plan based on the results of the assessment.
- The Directors of SIA and ISIS will determine a calculated training and districtwide implementation of Schoolnet Instructional Management System.
- The Directors of SIA and ISIS will determine a pilot program that strategically uses Haiku, a districtwide Learning Management System.
- The Directors of SIA and ISIS will determine a training plan for all staff that includes positionally appropriate components of GoogleEDU.
- The district's technology trainer will coordinate technology systems instruction and curricular integration for new certified staff as part of the district's teacher induction program.

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**4. Evaluation:** Explain the evaluation process for your technology plan for 2013-2015, including timeline, roles and responsibilities, and information gathered to assess how the technology plan goals and strategies are being met.

Evaluation and assessment is an ongoing process that is dealt with differently in each section of this technology plan. The Directors of SIA and ISIS are expected to ensure that the action plan is carried out, appropriately evaluated and evidence is documented. District committees, including Staff Development, Literacy, Mathematics, Assessment, Assistive Technology, Curriculum Adoption and District Instructional Team are directly responsible for many facets of the plan. The District Technology Committee, Instruction and Curriculum Advisory Committee, Central Office Team and School Board will be kept updated on plan progress and plan modifications as appropriate. The District Instructional Team meetings frequently include important technology discussion items. District administration will work to formalize the consistent dissemination of this information to staff.

District certified staff will be surveyed using the state-developed Technology Instructional Practices (TIP) tool in Fall 2013. Results will be compared to the results from the TIP completed in Spring 2011. The technology trainer, media specialists/integrationists and instructional coaches along with the District Technology Committee will review the results of the TIP. The staff development plan will be modified to best meet the needs of the district and the staff at that time. If changes are warranted, the plan would adhere to state or federal guidelines and the changes would be communicated as appropriate to all stakeholders.

The District Technology Committee will evaluate the TIP survey results to benchmark all certified staff members' technical skills. Results will be shared with teaching staff and building

administration. As part of the district's redesign and further development of a system-wide staff evaluation model, personal goal setting involving technology integration and utilization will be included.

Additional surveys of certified and non-certified staff will be conducted for information discovery in the following areas:

1. Identify the technical level of all staff.
2. Confirm sufficient and adequate technical support is available to end users.
3. Confirm adequate technical resources are available to meet the needs and demands of the district's goals (instructional and operational).
4. Identify and promote the specific areas where technology is used frequently and successfully to assist the teaching and learning process.

To help ensure that the time and investment the district has made with technology remains beneficial, the district will continue the following on an annual basis.

1. Continue with a School Board approved technology budget as defined in the district's Annual Operating Plan.
2. Utilize staff development dollars and/or other general revenue funds to offer technical workshops and technical training to staff.
3. Regularly monitor and seek end-user feedback to make sure the technology implemented is benefiting the learning process of our students, and/or benefiting the district by saving staff time, increasing district effectiveness and/or increasing organizational efficiency.
4. Report to the School Board on the status of the Technology Plan.

This plan supports the district strategic plan, district improvement plan, school improvement plans, and the Reading Well by 3rd Grade plan.

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5. **Optional Links:** Provide links to district strategic planning documents, survey instruments, policies, or other resources that were used to provide data and help prepare the technology plan.

(Expands as needed)

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6. **Link to Current Technology Plan:** Provide the link on the LEA website where the technology plan will be posted and updated throughout the planning period.

(TBA)

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Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.104R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 5, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Inclusive Educational Program 609, for your review.

Suggested Resolution: Move to approve the policy, Inclusive Educational Program 609, as presented.

LAK:mde  
Attachment

## **Inclusive Educational Program**

**Type:** School Board Policy  
**Section:** 600 EDUCATION PROGRAMS  
**Code:** 609  
**Adopted Date:** 9/10/2007  
**Revised Date(s):**  
**Reviewed Date(s):**  
**Attached Files:** No Documents Found.

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### **I. PURPOSE**

The purpose of the policy is to establish and maintain an inclusive educational program as defined in Minnesota Statutes 3500.0550.

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

~~A.~~ It is the intent of the Moorhead ~~Area Public~~ School Board to establish and maintain an educational program for students and staff which is inclusive of the cultural diversity of the United States and which reflects the historical and contemporary contribution of persons of American Indians/Alaskan Natives, Asian/Pacific Americans, Black Americans, ~~and~~ Hispanic Americans, and Americans of European ancestry; females and males and persons with disabilities.

### **III. RATIONALE**

~~A. We must ensure that our schools help students understand and appreciate all Americans whether or not they are of different racial and cultural heritage.~~

~~B. We must encourage males and females in our education program to understand the importance of the full utilization of all human resources in our society.~~

### **IV ~~II~~. EDUCATION PLAN**

A. The Inclusive Education Plan will provide a framework and process for the integration of multicultural, gender-fair concepts throughout the educational program. A program which is multicultural and gender-fair will:

1. Foster understanding and appreciation of cultural diversity, ~~with emphasis on American Indians/Alaskan Natives, Asian/Pacific Americans, Black Americans and Hispanic Americans as well as on Americans of European ancestry and~~ that will reflect the wide range of contributions by and roles open to Americans of all races and cultures.

2. Emphasize the historical and contemporary contributions to society of women as well as men. Special emphasis will be placed on the contributions of women. The program will reflect the wide range of roles open to American women and men.

3. Emphasize the historical and contemporary contributions to society of persons with disabilities and ~~will~~ reflect the wide range of roles open to individuals with disabilities.

B. The Inclusive Education Plan will:

1. Provides for an educational system that is sensitive to the "whole learner." Therefore, all aspects of the students' social, emotional, physiological and cultural needs must be addressed in order to provide a quality education.

2. Provides for staff development programming to assist staff in understanding and providing strategies to meet the needs of all students.

3. Provides for curriculum development/review and instructional strategies ~~are~~ crucial to the delivery and implementation of this plan.

4. ~~Will~~ eEnhance, rather than replace, the traditional subject matter disciplines.

5. ~~Will~~ bBe accommodated within the present structures of the Moorhead Area Public Schools.

6. ~~Will~~ bBe a continuum that begins at kindergarten and extends into adult life.

7. ~~Will~~ pPromote wholesome attitudes toward self, persons with disabilities, racial minority groups and will address gender-fairness.

8. ~~Will~~ iInclude motivation and rationale for Moorhead Area Public Schools staff to model behavior and attitudes leading toward a sensitivity to multicultural, gender-fair and disability-conscious issues.

C. The ~~Human Rights Committee and the~~ Instruction and Curriculum Advisory Committee shall review the plan annually and recommend to the Superintendent a process for its implementation and a monitoring system. The committees will be made up of staff, community members and will include substantive involvement by women and men, persons of color and persons with disabilities.

Legal References:

Minnesota Rules 3500.0550 (Inclusive Educational Program)

Cross References:

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

Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public

Schools

Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee

~~Moorhead School Board Policy 235: Human Rights Committee~~

Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity

Moorhead School Board Policy 446: Staff Development

Moorhead School Board Policy 502: Student Disability Nondiscrimination

Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools

Moorhead School Board Policy 604: Extended School Year for Students with Individualized Education Programs

Moorhead School Board Policy 620: Selection of Textbooks and Instructional Materials

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

Moorhead School Board Policy 901: Family Involvement





Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.105R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 5, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Policies Incorporated by Reference for Employees/Personnel 499, for your review.

Suggested Resolution: Move to approve the policy, Policies Incorporated by Reference for Employees/Personnel 499, as presented.

LAK:mde  
Attachment

### **Policies Incorporated by Reference for Employees/Personnel**

**Type:** School Board Policy  
**Section:** 400 EMPLOYEES/PERSONNEL  
**Code:** 499  
**Adopted Date:** 10/13/2003  
**Revised Date(s):** 05/11/2009, 06/14/2010, 05/09/2011  
**Reviewed Date(s):** 05/09/2005, 06/12/2006, 02/12/2007, 11/26/2007,  
05/11/2009, 06/14/2010, 05/09/2011

**Attached Files:** No Documents Found.

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#### **I. PURPOSE**

The purpose of this policy is to provide a list of all policies applicable to employees as well as to students.

#### **II. GENERAL STATEMENT**

In order to avoid undue duplication, Moorhead Area Public Schools provides notice by this section of the application and incorporation by reference of the following policies found in other sections of this manual which also apply to employees:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination  
Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools  
Moorhead School Board Policy 104: Mission Statement  
Moorhead School Board Policy 221: School Board Policy Development, Adoption, Implementation, and Review  
Moorhead School Board Policy 447: Employee Responsible Use of Social Media  
Moorhead School Board Policy 448: Electronic Communications Between Employees and Students  
Moorhead School Board Policy 501: Equal Educational Opportunity  
Moorhead School Board Policy 504: Protection and Privacy of Student Records  
Moorhead School Board Policy 506: Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees  
Moorhead School Board Policy 531: Communicable Disease Control and Infectious Conditions  
Moorhead School Board Policy 532: Medication  
Moorhead School Board Policy 533: Do Not Resuscitate/Do Not Intubate Orders (DNR/DNI)  
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse  
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults

Moorhead School Board Policy 536: Wellness  
Moorhead School Board Policy 540: Student Activities  
Moorhead School Board Policy 544: Activities Fundraising  
Moorhead School Board Policy 552: Corporal Punishment  
Moorhead School Board Policy 553: Crisis Intervention and Student Support  
Moorhead School Board Policy 555: Notification to Staff Regarding Placement of Students with Violent Behaviors  
Moorhead School Board Policy 570: Prohibition of Harassment and Violence  
Moorhead School Board Policy 571: Hazing Prohibition  
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School  
Moorhead School Board Policy 573: Tobacco-Free Environment  
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy  
Moorhead School Board Policy 630: Organization of School Calendar and School Day  
Moorhead School Board Policy 632: Field Trips  
Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities  
Moorhead School Board Policy 710: School District Crisis Management  
Moorhead School Board Policy 711: Severe Weather-Related School Closings  
Moorhead School Board Policy 712: Safety and Security Technology  
Moorhead School Board Policy 722: School District Owned Vehicle Reservation  
Moorhead School Board Policy 730: School District Copyright Policy  
Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network  
~~Acceptable~~ Responsible Use and Safety  
Moorhead School Board Policy 732: Use of All School Equipment and Materials for Instructional Purposes Off School Premises  
Moorhead School Board Policy 822: Payroll Employment  
Moorhead School Board Policy 823: ~~Cashing Checks Out of Cash Deposits~~ Check Cashing  
Moorhead School Board Policy 824: Reimbursement for Travel, Professional Meetings and Conferences  
Moorhead School Board Policy 832: Complimentary Athletic Season Passes/Single Event Passes  
Moorhead School Board Policy 833: Disposition of Obsolete Equipment and Material  
Moorhead School Board Policy 906: Public Solicitation in Moorhead Area Public Schools  
Moorhead School Board Policy 907: Rewards

### III. RESPONSIBILITIES

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

#### Cross Reference:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 422 (Policies Incorporated by Reference)



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.106R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 5, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Student Discipline 551, for your review.

Suggested Resolution: Move to approve the policy, Student Discipline 551, as presented.

LAK:mde  
Attachment

## Student Discipline

**Type:** School Board Policy  
**Section:** 500 STUDENTS  
**Code:** 551  
**Adopted Date:** 6/13/1989  
**Revised Date(s):** 05/11/2009, 06/14/2010, 06/13/2011  
**Reviewed Date(s):** 07/28/1992, 06/28/1994, 06/08/1998, 06/11/2001, 05/13/2002, 06/09/2003, 06/14/2004, 06/13/2005, 06/26/2006, 06/11/2007, 05/12/2008, 05/11/2009, 06/14/2010, 06/13/2011

**Attached Files:**

No Documents Found.

### I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process.

### II. GENERAL STATEMENT

The Moorhead School Board recognizes that individual responsibility and mutual respect are essential components of the educational process. The School Board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. ~~It is~~ The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is

adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. 121A.55, the School Board, with the participation of school district administrators, teachers, employees, students, parents/guardians, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

### III. AREAS OF RESPONSIBILITY

A. The School Board. The School Board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The Superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents/guardians responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The Superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents/guardians. Any guidelines or directives established to implement this policy shall be submitted to the School Board for approval and shall be attached as an addendum to this policy (Administrative Procedure 551.1: Discipline Procedures).

C. Building Administrator. The building administrator is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final School Board approval. The building administrator shall give direction and support to all school personnel performing their duties within the framework of this policy. The building administrator shall consult with parents of students conducting themselves in a manner contrary to the policy. The building administrator shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents/guardians. A building administrator, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm to themselves or to another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm to themselves or to another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities



relating to student behavior shall be as authorized and directed by the Superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm to themselves or to another.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

#### IV. STUDENT RIGHTS

All students have the right to an education and the right to learn.

#### V. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

## VI. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of ~~the Moorhead School district's~~ Moorhead School Board Policy 571: Hazing Prohibition Policy;

5. ~~Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;~~

6. Violation of ~~the Moorhead School Board Policy 515: School District's Student Attendance Policy~~;

- 76. Opposition to authority using physical force or violence;
- 87. Using, possessing, or distributing tobacco or tobacco paraphernalia;
- 98. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
- 109. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student;
- 104. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
- 112. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
- 123. Violation of ~~the Moorhead sSchool district's~~ Board Policy 576: Moorhead Area Public Schools Weapons Policy;
- 134. Violation of ~~the Moorhead sSchool district's~~ Board Policy 570: Prohibition of Harassment and Violence Prevention Policy;
- 145. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
- 156. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
- 167. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
- 178. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
- 189. Violation of any local, state, or federal law as appropriate;
- 2019. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

~~201.~~ Violation of ~~the Moorhead sSchool district's~~ Board Policy 731: Moorhead Area Public Schools Electronic Network Internet Acceptable Responsible Use and Safety Policy;

~~212.~~ Possession of ~~nuisance~~ devices or objects which cause distractions and may facilitate cheating including, but not limited to, digital cameras, pagers, radios, and cellphones, including picture phones and other personal-electronic devices unless specific authorization is granted by the classroom teacher;

~~223.~~ Violation of school bus or transportation rules or ~~the Moorhead sSchool district's~~ Board Policy 721: Student Transportation Safety Policy;

~~234.~~ Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

~~245.~~ Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

~~256.~~ Violation of ~~the Moorhead sSchool district's~~ Board Policy 574: Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

~~267.~~ Violation of ~~the Moorhead sSchool district's~~ Board Policy 575: Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

~~278.~~ Possession or distribution of slanderous, libelous, or pornographic materials;

~~289.~~ Violation of ~~the Moorhead sSchool district's~~ Board Policy 578: Bullying Prohibitiøg Intimidation and Bullying Policy;

~~3029.~~ Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

~~304.~~ Criminal activity;

~~312.~~ Falsification of any records, documents, notes, or signatures;

~~323.~~ Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

~~334.~~ Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of ~~picture~~ smart phones or other technology to accomplish this end;

345. Impertinent or disrespectful language toward teachers or other school district personnel;

356. Violation of ~~the Moorhead sSchool district's~~ Board Policy 570: Prohibition of Harassment and Violence Policy;

367. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

378. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

389. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

4039. Verbal assaults or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people;

404. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

412. Inappropriate, abusive, threatening, or demeaning actions or written or electronic messages based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

423. Violation of ~~the Moorhead sSchool district's~~ Board Policy 506: Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

434. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

445. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

## VII. DISCIPLINARY ACTION OPTIONS

A. The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the

discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including suspension, exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district.

Disciplinary action may include but is not limited to one or more of the following:

- A. Student conference with teacher, building administrator, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted, or taken related to the violation.
- C. Parent/guardian contact;
- D. Parent/guardian conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;



- Q. Preparation of an admission or readmission plan;
- R. Expulsion under the Pupil Fair Dismissal Act;
- S. Exclusion under the Pupil Fair Dismissal Act; and/or
- T. Other disciplinary action as deemed appropriate by the school district.

#### VIII. REMOVAL OF STUDENTS FROM CLASS

A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, building administrator, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to procedures established in the MAPS Discipline School Handbook, as adopted by the School Board. "Class period" or "activity period" means, in secondary grades, instruction for a given course of study. A class period or activity period means, in elementary grades, a period of time not to exceed one hour, regardless of the subject of instruction.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the

problem that is causing the student to be removed from class.

#### C. Procedure for the Classroom Teacher to Remove a Student From a Class Pursuant to the Pupil Fair Dismissal Act

1. When circumstances permit, a student shall be removed from class upon agreement of the appropriate teacher and building administrator after an informal conference with the student.
2. The removal from class may be imposed without an informal conference where it appears that the student will create an immediate and substantial danger to himself/herself or to persons or property. If a student is removed from class due to immediate and substantial danger to himself/herself and no conference has been held, the teacher will notify the office immediately to inform the building administrator of the action taken.
3. The length of time of the removal from class shall be at the discretion of the building administrator, after consultation with the teacher, subject to the provisions of Minn. Stat. 127.41, Subd. 3(e) and the Pupil Fair Dismissal Act.
4. A written disciplinary report shall be submitted by the teacher or district employee within 24 hours of the removal of any student from his/her class.
5. Permanent Removal from a Single Class - "Permanent removal" means the action taken by a building administrator to prohibit a student from attending a class period or activity period for the remainder of the semester or year. An alternative means of earning the credit will be provided.
6. Referral to In-school Support Services - means support services provided by the school or district, for example, structured study time, counseling, etc.

#### D. Responsibility For and Custody of a Student Removed From Class

1. A student removed from class shall be the responsibility of the building administrator or lawful designee.
2. A student removed from class must report directly to the building administrator's office. Prior to the student's removal, the teacher or district employee shall inform the office by telephone of the student's removal, the reason for the removal, and the time of the removal.
3. The teacher shall determine if the student requires a school employee to accompany him/her to the office, and, if so, shall then make the necessary arrangements.

#### E. Return of a Student Procedure

1. The building administrator or designee shall complete the appropriate follow-up disciplinary consequences and school documentation with the student.

2. The building administrator or designee shall readmit the student.

#### E. Notification Procedure

1. The building administrator or designee shall determine the necessity of parent/guardian notification resulting from the student being removed from class.

2. The building administrator or designee shall work with the teacher to notify the student of the violation of the discipline rules and resulting disciplinary action.

#### F. Reasonable Force

A teacher, school employee, bus driver or other agent of the district may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm to themselves or to another.

1. A teacher or building administrator, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

2. A school employee, school bus driver, or other agent of a district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm to themselves or to another.

#### G. Prior to Dismissal Notification

1. The building administrator or designee shall read the Tennessen Warning (refer to Administrative Procedure 551.2: Tennessen Warning) to the student prior to investigating the disciplinary incident when a dismissal from school may be the result of disciplinary action. The student's parent/guardian shall be notified, when possible, prior to the reading of the warning.

2. The building administrator or designee shall record the notification of the student receiving the Tennessen Warning, including the disciplinary action documentation.

### IX. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative

educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable School Board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

#### C. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same

course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.

5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. 123A.05 selected to allow the student to progress toward meeting graduation standards under Minn. Stat. 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

7. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. 21A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference (Administrative Procedure 551.3: Notice of Suspension).

8. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

9. In the event a student is suspended without an informal administrative conference on the



grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

10. Notwithstanding the foregoing provisions, the student may be suspended pending the School Board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

#### D. Expulsion and Exclusion Procedures

1. "Expulsion" means a School Board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the School Board.

2. "Exclusion" means an action taken by the School Board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the School Board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.



8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The School Board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the School Board and served upon the parties within two (2) days after the close of the hearing.

17. The School Board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The School Board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the School Board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the

decision.

18. A party to an expulsion or exclusion decision made by the School Board may appeal the decision to the Commissioner within twenty-one (21) calendar days of School Board action pursuant to Minn. Stat. 121A.49. The decision of the School Board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

#### X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

#### XI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, building administrator or other school district official may provide additional notification as deemed appropriate.

#### XII. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the

Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

### XIII. DISABLED STUDENTS

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

### XIV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. 124D.03) or Enrollment in Nonresident District (Minn. Stat. 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of sixteen (16) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

### XV. DISTRIBUTION OF POLICY

The MAPS Moorhead School Board Policy 551: Student Discipline Handbook is distributed  
will be reviewed by to all staff and students at the beginning of each school year and to all new  
students and parents/guardians upon enrollment. This policy shall will also be available upon  
request in each building administrator's office and the district website

([www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)).

## XVI. REVIEW OF THE POLICY

The building administrator or other person having general control and supervision of the school, and representatives of parents/guardians, students and staff in a school building shall confer at least annually to review the discipline policy and to assess whether the policy has been enforced. The Moorhead School Board must conduct an annual review of the districtwide discipline policy.

### Legal References:

Minn. Stat. Chapter 13 (Minnesota Government Data Practices Act)  
Minn. Stat. 13.04, Subd. 2 (Rights of Subjects of Data)  
Minn. Stat. 120B.02 (Educational Expectations for Minnesota Students)  
Minn. Stat. 120B.232 (Character Development Education)  
Minn. Stat. 121A.26 (School Preassessment Teams)  
Minn. Stat. 121A.27 (School and Community Advisory Team)  
Minn. Stat. 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. Sections 121A.40 to 121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. 121A.582 (Reasonable Force)  
Minn. Stat. 121A.60-121A.61 (Removal From Class)  
Minn. Stat. 123A.05 (Area Learning Center Organization)  
Minn. Stat. 124D.03 (Enrollment Options Program)  
Minn. Stat. 124D.08 (Enrollment in Nonresident District)  
Minn. Stat. Chapter 125A (Students With Disabilities)  
Minn. Stat. Chapter 260A (Truancy)  
Minn. Stat. Chapter 260C (Juvenile Court Act)  
20 U.S.C. 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. 794 et seq. (Rehabilitation Act of 1973, 504)  
34 C.F.R. 300.530(e)(1) (Manifestation Determination)

### Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 506 (Student Discipline)

Moorhead School Board Policy 420: Chemical Use and Abuse  
Moorhead School Board Policy 515: School District Student Attendance  
Moorhead School Board Policy 552: Corporal Punishment  
Moorhead School Board Policy 570: Prohibition of Harassment and Violence  
Moorhead School Board Policy 571: Hazing Prohibition  
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School  
Moorhead School Board Policy 573: Tobacco-Free Environment  
Moorhead School Board Policy 574: Search of Student Lockers, Desks, Personal Possessions, and Student's Person

Moorhead School Board Policy 575: Student Use and Parking of Motor Vehicles, Patrols, Inspections and Searches

Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy

Moorhead School Board Policy 577: Student Dress and Appearance

Moorhead School Board Policy 578: Prohibiting Intimidation and Bullying

Moorhead School Board Policy 721: Student Transportation Safety

Moorhead School Board Policy 730: School District Copyright Policy

Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network and Systems ~~Acceptable~~ Responsible Use and Safety



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.107R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 5, 2012

SUBJECT: Approval of Policy

Attached please find the policy, MAPS District Weapons Policy 576, for your review.

Suggested Resolution: Move to approve the policy, MAPS District Weapons Policy 576, as presented.

LAK:mde  
Attachment



## **Moorhead Area Public School District Weapons Policy**

<b>Type:</b>	School Board Policy
<b>Section:</b>	500 STUDENTS
<b>Code:</b>	576
<b>Adopted Date:</b>	8/11/2003
<b>Revised Date(s):</b>	11/26/2007
<b>Reviewed Date(s):</b>	11/26/2007
<b>Attached Files:</b>	<u>No Documents Found.</u>

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### **I. PURPOSE**

The purpose of this policy is to assure a safe school environment for students, staff and the public.

### **II. GENERAL STATEMENT**

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a Moorhead Area Public School location except as provided in this policy. The Moorhead Area Public Schools will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

### **III. DEFINITION**

#### **A. "Weapon."**

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks, mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or nonfunctional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

#### IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the building administrator's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the building administrator's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:

1. active licensed peace officers;

2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;

23. persons authorized to carry a pistol under Minnesota Statute, 624.714, while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

34. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statute, 624.714 or 624.715, or other firearms in accordance with 97B.045;

a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with 624.714 and 624.715.

45. firearm safety or marksmanship courses or activities conducted on school property;

56. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

67. a gun or knife show held on school property;

78. possession of dangerous weapons, BB guns, or replica firearms with written permission of the building administrator or other person having general control and supervision of the school or the director of a child care center; or

89. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

#### C. Policy Application to Instructional Equipment/Tools.

While the school district takes a firm "Zero Tolerance" position on the possession, use or distribution of weapons by students, and a similar position with regard to nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

#### D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statute, 624.714, to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

### V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/ USE/ DISTRIBUTION

A. The school district and the school takes a position of "Zero Tolerance" in regard to the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students possessing, use or distributing weapons shall include:

1. immediate out-of-school suspension;

2. confiscation of the weapon;

3. immediate notification of police;
4. parent or guardian notification; and
5. recommendation to the Superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The Moorhead School Board may modify this requirement on a case-by-case basis.

C. Administrative Discretion.

While the school district and the school takes a "Zero Tolerance" position on the possession, use or distribution of weapons by students, the Superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

### A. Employees.

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the School Board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

### B. Other Nonstudents.

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

Legal References:

Minnesota Statute, 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minnesota Statute, 121A.44 (Expulsion for Possession of Firearm)  
Minnesota Statute, 121A.05 (~~Policy to Refer Firearms Possessor~~ Referral to Police)  
Minnesota Statute, 609.66 (Dangerous Weapons)  
Minnesota Statute, 609.605 (Trespass)  
Minnesota Statute, 609.02, Subd. 6 (Definition of Dangerous Weapon)  
Minnesota Statute, 97B.045 (Transportation of Firearms)  
Minnesota Statute, 624.714 (Carrying of Weapons without Permit; Penalties)  
Minnesota Statute, 624.715 (Exemptions; Antiques and Ornaments)  
18 U.S.C. 921 (Definition of Firearm)  
*In re C.R.M.* 611 N.W.2d 802 (Minn. 2000)

Cross Reference:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 501 (School Weapons Policy)  
Moorhead School Board Policy 551: Student Discipline



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.108R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 5, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Prohibiting Intimidation and Bullying 578, for your review.

Suggested Resolution: Move to approve the policy, Prohibiting Intimidation and Bullying 578, as presented.

LAK:mde  
Attachment



## **Prohibiting Intimidation and Bullying**

<b>Type:</b>	School Board Policy
<b>Section:</b>	500 STUDENTS
<b>Code:</b>	578
<b>Adopted Date:</b>	3/8/2004
<b>Revised Date(s):</b>	05/12/2008, 06/13/2011
<b>Reviewed Date(s):</b>	05/12/2008, 06/13/2011
<b>Attached Files:</b>	<u>No Documents Found.</u>

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### **I. PURPOSE**

The purpose of this policy is to assist the Moorhead Area Public Schools in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

### **II. GENERAL STATEMENT**

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and teachers' ability to educate students in a safe environment. The Moorhead Area Public Schools cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, it is the school district's intent to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying which have not been successfully prevented.

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees. The misuse of technology including, but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor, or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs, also may constitute an act of bullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

C. Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline for that act in accordance with school district's policies and procedures. The school district may take into account the following factors:

1. The developmental and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

G. The Moorhead Area Public Schools will act to investigate all complaints of bullying and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means any written or verbal expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to a student or group of students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance. Bullying includes, but is not limited to,

conduct by a student against another student or a group of students that a reasonable person under the circumstances knows or should know has the effect of:

1. harming a student or a group of students;
2. damaging a student's or a group of students' property;
3. placing a student or a group of students in reasonable fear of harm to person or property;
4. creating a hostile educational environment for a student or group of students; or
5. intimidating a student or a group of students.

B. "Immediately" means as soon as possible but in no event longer than 24 hours.

C. "On school district property or at school-related functions" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

#### IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying shall report the alleged acts immediately to the appropriate school district officials (teachers, administrators, coaches/advisors and other employees). A person may report bullying anonymously, but action may not be taken against an alleged perpetrator based solely on an anonymous report.

B. The Moorhead Area Public Schools encourages the reporting party or complainant to use the report form (Administrative Procedure 578.1: Bullying/Intimidation Report Form) available from the building administrator or the school district office, but oral reports shall be considered complaints as well.

C. The building administrator, the administrator's designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving reports of bullying at the building level. Any person may report bullying directly to the school district human rights officer (Human Resources Director) or the Superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Superintendent or the school district human rights officer by the reporting party or complainant.

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute bullying shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.

E. Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

F. Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.

G. The Moorhead Area Public Schools will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

#### V. SCHOOL DISTRICT ACTION

A. Upon receipt of a complaint or report of bullying, the Moorhead Area Public Schools shall undertake or authorize an investigation by school district officials or a third party designated by the school district.

B. The Moorhead Area Public Schools may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.

C. Upon completion of the investigation, 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. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations.

D. The Moorhead Area Public Schools is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s)/guardian(s) of students involved in a(n) bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report.

#### VI. REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

## VII. TRAINING AND EDUCATION

A. The Moorhead Area Public Schools annually will provide information and any applicable training to school district staff regarding this policy. Information is available on the staff Extranet.

B. The Moorhead Area Public Schools annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying. Information is available on the district website at [www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us).

C. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.

D. 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.

## VIII. NOTICE

The Moorhead Area Public Schools will give annual notice of this policy to students, parents or guardians, and staff through student and employee handbooks and the district website at [www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us).

### Legal References:

Minn. Stat. 120B.232 (Character Development Education)

Minn. Stat. 121A.03 (Sexual, Religious and Racial Harassment and Violence)

Minn. Stat. 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)

Minn. Stat. 121A.40-121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. 121A.69 (Hazing Policy)

### Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 514 (Prohibiting Intimidation and Bullying)



Moorhead School Board Policy 570: Prohibition of Harassment and Violence  
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse  
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults  
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy  
Moorhead School Board Policy 551: Student Discipline  
Moorhead School Board Policy 552: Corporal Punishment  
Moorhead School Board Policy 504: Protection and Privacy of Student Records  
Moorhead School Board Policy 501: Equal Educational Opportunity  
Moorhead School Board Policy 503: Student Parental, Family and Marital Status  
Nondiscrimination  
Moorhead School Board Policy 571: Hazing Prohibition  
Moorhead School Board Policy 555: Notification to Staff Regarding Placement of Students with Violent Behaviors  
Moorhead School Board Policy 721: Student Transportation Safety






Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.109R

TO: School Board

FROM: Lynne A. Kovash, Superintendent 

DATE: June 5, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Policies Incorporated by Reference for Students 599, for your review.

Suggested Resolution: Move to approve the policy, Policies Incorporated by Reference for Students 599, as presented.

LAK:mde  
Attachment

## **Policies Incorporated by Reference for Students**

<b>Type:</b>	School Board Policy
<b>Section:</b>	500 STUDENTS
<b>Code:</b>	599
<b>Adopted Date:</b>	10/13/2003
<b>Revised Date(s):</b>	05/11/2009, 06/14/2010, 05/09/2011
<b>Reviewed Date(s):</b>	05/09/2005, 06/12/2006, 02/12/2007, 11/26/2007, 05/11/2009, 06/14/2010, 05/09/2011
<b>Attached Files:</b>	<u>No Documents Found.</u>

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### **I. PURPOSE**

The purpose of this policy is to provide a list of all policies applicable to students as well as to employees.

### **II. GENERAL STATEMENT**

In order to avoid undue duplication, Moorhead Area Public Schools provides notice by this section of the application and incorporation by reference of the following policies found in other sections of this manual which all apply to students:

Moorhead School Board Policy 102: State and Federal Law Prohibiting Discrimination  
Moorhead School Board Policy 103: Philosophy of Education of Moorhead Area Public Schools  
Moorhead School Board Policy 104: Mission Statement  
Moorhead School Board Policy 221: School Board Policy Development, Adoption, Implementation, and Review  
Moorhead School Board Policy 303: Public Right to Know/Release of Information  
Moorhead School Board Policy 420: Chemical Use and Abuse  
Moorhead School Board Policy 447: Employee Responsible Use of Social Media  
Moorhead School Board Policy 448: Electronic Communications Between Employees and Students  
Moorhead School Board Policy 501: Equal Educational Opportunity  
Moorhead School Board Policy 531: Communicable Disease Control and Infectious Conditions  
Moorhead School Board Policy 544: Activities Fundraising  
Moorhead School Board Policy 570: Prohibition of Harassment and Violence  
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School  
Moorhead School Board Policy 573: Tobacco-Free Environment  
Moorhead School Board Policy 609: Inclusive Educational Program  
Moorhead School Board Policy 610: Online Learning Options  
Moorhead School Board Policy 630: Organization of School Calendar and School Day

Moorhead School Board Policy 632: Field Trips  
Moorhead School Board Policy 633: Patriotic Exercises  
Moorhead School Board Policy 634: Religion  
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy  
Moorhead School Board Policy 650: School District System Accountability  
Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards  
Moorhead School Board Policy 656: Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans and LEP Students  
Moorhead School Board Policy 660: Moorhead Area Public Schools State Mandated Testing Plan and Procedure  
Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities  
Moorhead School Board Policy 711: Severe Weather-Related School Closings  
Moorhead School Board Policy 712: Safety and Security Technology  
Moorhead School Board Policy 720: Student Transportation Eligibility Guidelines  
Moorhead School Board Policy 721: Student Transportation Safety  
Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network  
~~Acceptable~~ Responsible Use and Safety  
Moorhead School Board Policy 831: Rental of District Musical Instruments  
Moorhead School Board Policy 905: Visitors to Moorhead Area Public School Buildings and Sites  
Moorhead School Board Policy 907: Rewards

### III. RESPONSIBILITIES

Students are charged with notice that the above cited policies are also applicable to students; however, students are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

#### Cross Reference:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 523 (Policies Incorporated by Reference)



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.110R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 5, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Health and Safety 714, for your review.

Suggested Resolution: Move to approve the policy, Health and Safety 714, as presented.

LAK:mde  
Attachment

## Health and Safety

**Type:** School Board Policy  
**Section:** 700 NON-INSTRUCTIONAL OPERATIONS AND BUSINESS SERVICES  
**Code:** 714  
**Adopted Date:** 5/29/2012  
**Revised Date(s):**  
**Reviewed Date(s):**  
**Attached Files:** No Documents Found.

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### I. PURPOSE

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

### II. GENERAL STATEMENT

A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.

B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the Superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The Superintendent may request that the safety committee established under Minn. Stat. 182.676 carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate

safety committee established under Minn. Stat. 182.676.

### III. PROCEDURES

A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the School Board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.

B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.

C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

### IV. PROGRAM AND PLANS

A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the School Board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:

1. Asbestos
2. Fire and Life Safety
3. Employee Right to Know
4. Emergency Action Planning
5. Combustible and Hazardous Materials Storage
6. Indoor Air Quality
7. Mechanical Ventilation
8. Mold Cleanup and Abatement
9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
10. Infectious Waste/Bloodborne Pathogens
11. Community Right to Know
12. Compressed Gas Safety
13. Confined Space Standard
14. Electrical Safety
15. First Aid/CPR/AED
16. Food Safety Inspection



17. Forklift Safety
18. Hazardous Waste
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Fall Protection
34. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.

C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.

D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.

E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.

F. In the event of an accident, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents must be reported to an immediate supervisor as soon as possible.

G. In the event of an unsafe or hazardous situation or incident, the school district shall

promptly cause an investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All unsafe or hazardous situations or incidents must be reported to an immediate supervisor as soon as possible.

#### V. BUDGET

The Superintendent (or designee) shall be responsible to provide for periodic School Board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The Superintendent, or such other school official as designated by the Superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the School Board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the School Board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

#### VI. ENFORCEMENT

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

#### Legal References:

Minn. Stat. 123B.56 (Health, Safety, and Environmental Management)

Minn. Stat. 123B.57 (Capital Expenditure; Health and Safety)

Minn. Stat. 182.676 (Safety Committees)

Minn. Rules Part 5208.0010 (Applicability)

Minn. Rules Part 5208.0070 (Alternative Forms of Committee)

#### Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 807 (Health and Safety Policy)

Moorhead School Board Policy 424: Employee Right to Know - Exposure to Hazardous

Substances

Moorhead School Board Policy 710: School District Crisis Management

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



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.111R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 5, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Student Transportation Safety 721, for your review.

Suggested Resolution: Move to approve the policy, Student Transportation Safety 721, as presented.

LAK:mde  
Attachment

## **Student Transportation Safety**

<b>Type:</b>	School Board Policy
<b>Section:</b>	700 NON-INSTRUCTIONAL OPERATIONS AND BUSINESS SERVICES
<b>Code:</b>	721
<b>Adopted Date:</b>	10/10/1994
<b>Revised Date(s):</b>	05/11/2009, 04/26/2010, 05/09/2011
<b>Reviewed Date(s):</b>	05/14/2001, 06/14/2004, 12/12/2005, 06/11/2007, 05/12/2008, 05/11/2009, 04/26/2010, 05/09/2011
<b>Attached Files:</b>	<u>No Documents Found.</u>

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### **I. PURPOSE**

The purpose of this policy is to provide safe transportation for students and educate students on safety issues and responsibilities of school bus ridership. It includes information regarding parent/guardian involvement, school bus driver duties, responsibilities, training, emergency procedures on buses, and vehicle standards.

### **II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING**

#### **A. School Bus Safety Week**

School bus safety week will coincide with the National School Bus Safety Week.

#### **B. Student Training**

1. The Moorhead Area Public Schools shall provide students enrolled in grades K through 10 with age-appropriate school bus safety training on the following concepts:

- a. transportation by school bus is a privilege, not a right;
- b. district policies for student conduct and school bus safety;
- c. appropriate conduct while on the bus;
- d. the danger zones surrounding a school bus;
- e. procedures for safely boarding and leaving a school bus;
- f. procedures for safe vehicle lane crossings; and
- g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grade 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus

safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four weeks of their first day of attendance.

3. The Moorhead Area Public Schools and nonpublic schools with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minn. Stat. 169.446, Subd. 2.

5. The Moorhead Area Public Schools and nonpublic schools with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The Moorhead Area Public Schools will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The Moorhead Area Public Schools may provide kindergarten students with school bus safety training before the first day of school.

8. The Moorhead Area Public Schools may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.

9. The Moorhead Area Public Schools shall adopt and make available for public review a curriculum for transportation safety education.

10. Nonpublic school students transported by the Moorhead Area Public Schools will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the Superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

### III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. Students are expected to follow the same behavioral rules while riding school buses as are expected on school property or at school activities, functions or events. All school rules are in effect while a student is riding the bus or at the bus stop.

B. The building administrator or designee is responsible for imposing consequences for



misconduct on the school bus or at bus stops. In addition, all school bus/bus stop misconduct will be reported to the district's transportation safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. Consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Property Services and Transportation office and the school office.

## 2. Rules at the Bus Stop

- a. Get to your bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation or horseplay.
- j. No use of alcohol, tobacco or drugs.

## 3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body and personal belongings inside the bus.
- e. Keep your arms, legs and belongings to yourself.

- f. No fighting, harassment, intimidation or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the school bus.

#### 4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all routes. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extra-curricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parent(s)/guardian(s) will be notified of any suspension of bus privileges.

##### (1) Elementary (K-5)\*

1st offense -- Warning

2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 10 school day suspension from riding the bus/meeting with parent(s)/guardian(s).

Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

##### (2) Middle School and Secondary (6-12)\*

1st offense -- Warning

2nd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

3rd offense -- 10 school day suspension from riding the bus/conference (meeting/phone) with parent(s)/guardian(s).

4th offense -- 20 school day suspension from riding the bus/meeting with parent(s)/guardian(s).

5th offense -- Suspended from riding the bus for the remainder of the school year.

\* Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

##### (3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school may also result from school bus/bus stop misconduct.

#### (4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that causes an immediate and substantial danger to the student or surrounding persons or property will be provided by the school district to the Minnesota Department of Public Safety in accordance with state and federal law. Records may also be maintained in the transportation office.

#### (5) Vandalism/Bus Damage

Student damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in loss of bus privileges until damages are paid.

#### (6) Notice

Students will be given a copy of school bus and bus stop rules during school bus safety training. Rules are to be posted on each bus. The driver will periodically review both rules and consequences with students.

#### (7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons possession, drug possession or vandalism), the Superintendent, local law enforcement officials and the Minnesota Department of Public Safety will be informed.

### IV. PARENT/GUARDIAN INVOLVEMENT

#### A. Parent/Guardian Notification

The Moorhead Area Public Schools school bus and bus stop rules will be provided to each family. Parent(s)/guardian(s) are asked to review the rules with their children.

#### B. Parents/Guardians Responsibilities For Transportation Safety

Parents/guardians are responsible to:

1. become familiar with district rules, policies, regulations and principles of school bus safety and thoroughly review them with their children;

2. support safe riding and walking practices, and recognize that students are responsible for their actions;
3. communicate safety concerns to their school administrators;
4. monitor bus stops, if possible;
5. have their children to the bus stop five minutes before the bus arrives;
6. have their children properly dressed for the weather; and
7. have a plan in case the bus is late.

#### V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license without a school bus endorsement may drive a vehicle with a seating capacity of 10 or fewer persons used as a school bus, but not outwardly equipped or identified as a school bus as set forth in Section VII.B. below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
2. reckless driving;
3. improper or erratic traffic lane changes;
4. following the vehicle ahead too closely;
5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident; and
6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession.

D. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or canceled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within ten days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy. This provision does not apply to a school district employee whose normal duties do not include operating a type III vehicle.

## VI. SCHOOL BUS DRIVER TRAINING

### A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

## B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. safely operate the type of school bus the driver will be driving;
2. understand student behavior, including issues relating to students with disabilities;
3. ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. know and understand relevant law, rules of the road, and local school bus safety policies;
5. handle emergency situations; and
6. safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

## VII. OPERATING RULES AND PROCEDURES

### A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent(s)/guardian(s) may designate by a signed, written request a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent(s)/guardian(s) as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.
6. A bus driver may not operate a school bus while communicating over, or otherwise



operating, a cellular phone for personal reasons, whether hand held or hands free, when the vehicle is in motion. For purposes of this paragraph, "school bus" has the meaning given in Minn. Stat. 169.011, Subd. 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

#### B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III school vehicle" must not be outwardly equipped and identified as a Type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
  - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

c. A type III vehicle must contain at least three red reflectorized triangle road warning devices. Liquid burning "pot type" flares are not allowed.

d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

#### C. Type III Vehicle Driven by Employees with a Class D Driver's License

1. The holder of a Class A, B, C or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety

policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pre-trip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading; and

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with paragraph V.F. concerning reporting convictions to the employer within ten days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minn. Stat. 122A.18, Subd. 8, or Minn. Stat. 123B.03 for school district employees; Minn. Stat. 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. 171.321, Subd. 3, for all other persons operating a ~~type A or~~ type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minn. Stat. 171.321, Subd. 2.

e. The operator's employer requires preemployment drug ~~and alcohol~~ testing of applicants for operator positions. Current operators must comply with the employer's policy under Minn. Stat. 181.951, Subds. 2, 4, and 5. The operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements unless prohibited by law.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the ~~school bus~~ type III vehicle as required by Minn. Stat. 171.321, Subd. 5.

g. A person who sustains a conviction, as defined under Minn. Stat. 609.02, of violating Minn. Stat. 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minn. Stat. 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for five years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minn. Stat. 171.3215, Subd.1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minn. Stat. 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within three years of the first of three other moving offenses is precluded from operating a type III vehicle for one year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minn. Stat. 123B.90, Subd. 2 (See Section II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minn. Stat. 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug and alcohol testing) above.

#### VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid

procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:

1. the student's name and address;
2. the nature of the student's disabilities;
3. emergency health care information; and
4. the names and telephone numbers of the student's physician, parent(s)/guardian(s), or custodians, and some person other than the student's parent(s)/guardian(s) or custodians who can be contacted in case of an emergency.

#### IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles and vehicles contracted to the school district shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles and vehicles contracted to the school district shall be inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

#### X. SCHOOL DISTRICT'S TRANSPORTATION SAFETY DIRECTOR

The Moorhead School Board designates the Property Services and Transportation Director as the school district's Transportation Safety Director. The school district's Transportation Safety Director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school district's Transportation Safety Director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school district's Transportation Safety Director shall certify annually to the School Board that each school bus driver meets the school bus driver training competencies required by Minn. Stat. 171.321, Subd. 4. The school district's Transportation Safety Director also shall annually verify and ensure that the private contractor utilized by the



school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Safety. Upon request of the Superintendent, the school district's Transportation Safety Director also shall certify to the Superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school district's Transportation Safety Director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school district's Transportation Safety Director. Refer to Administrative Procedures 720.1: Special Education Transportation, 721.1: School Bus Stops and 721.2: School Bus Trip K-12 Emergency Procedure.

## XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The School Board may establish a student transportation safety committee. The chair of the student transportation committee will be the school district's school Transportation Safety Director. The School Board will appoint other members of the student transportation committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

### Legal References:

Minn. Stat. 122A.18, Subd. 8 (Board to Issue Licenses)  
Minn. Stat. 123B.03 (Background Check)  
Minn. Stat. 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)  
Minn. Stat. 123B.88 (Independent School Districts; Transportation)  
Minn. Stat. 123B.885 (Diesel School Buses; Operation of Engine; Parking)  
Minn. Stat. 123B.90 (School Bus Safety Training)  
Minn. Stat. 123B.91 (School District Bus Safety Responsibilities)  
Minn. Stat. 144.057 (Background Studies on Licensees and Other Personnel)  
Minn. Stat. Ch. 169 (Traffic Regulations)  
Minn. Stat. 169.011, Subds. 15 and 71 (Definitions)  
Minn. Stat. 169.02 (Scope)  
Minn. Stat. 169.443 (Safety of School Children; Bus Driver's Duties)  
Minn. Stat. 169.446, Subd. 2 (Driver Training Programs)  
Minn. Stat. 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)  
Minn. Stat. 169.454 (Type III Vehicle Standards)  
Minn. Stat. 169.4582 (Reportable Offense on School Buses)  
Minn. Stat. 169A.25-169A.27 (Driving While Impaired)  
Minn. Stat. 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)  
Minn. Stat. 169A.50-169A.53 (Implied Consent Law)  
Minn. Stat. 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)  
Minn. Stat. 171.168 (Notification of Conviction for Violation by a Commercial Driver)  
Minn. Stat. 171.169 (Notification of Suspension of License of Commercial Driver)  
Minn. Stat. 171.321 (Qualifications of a School Bus Driver)



Minn. Stat. 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)  
Minn. Stat. 181.951 (Authorized Drug and Alcohol Testing)  
Minn. Stat. Ch. 245C (Human Services Background Studies)  
Minn. Stat. 609.02 (Definitions)  
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)  
49 C.F.R. 383.31 (Notification of Convictions for Driver Violations)  
49 C.F.R. 383.33 (Notification of Driver's License Suspensions)  
49 C.F.R. 383.5 (Transportation Definitions)

Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model  
Policy 709 (Student Transportation Safety)

Moorhead School Board Policy 413: Employment Background Checks  
Moorhead School Board Policy 420: Chemical Use and Abuse  
Moorhead School Board Policy 421: Employee Drug and Alcohol Testing  
Moorhead School Board Policy 504: Protection and Privacy of Student Records  
Moorhead School Board Policy 551: Student Discipline  
Moorhead School Board Policy 552: Corporal Punishment  
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School  
Moorhead School Board Policy 608: Home Schooled Students  
Moorhead School Board Policy 632: Field Trips



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.112R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 5, 2012

SUBJECT: Approval of Policy

Attached please find the policy, Community Use of School Facilities and Equipment 904, for your review.

Suggested Resolution: Move to approve the policy, Community Use of School Facilities and Equipment 904, as presented.

LAK:mde  
Attachment

## Community Use of School Facilities and Equipment

Type:	School Board Policy
Section:	900 SCHOOL DISTRICT - COMMUNITY RELATIONS
Code:	904
Adopted Date:	10/10/1978
Revised Date(s):	05/11/2009
Reviewed Date(s):	05/25/1993, 07/28/2003, 06/13/2005, 05/11/2009
Attached Files:	<u>No Documents Found.</u>

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### I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

### II. GENERAL STATEMENT

The Moorhead School Board encourages maximum use of school facilities and equipment for appropriate community purposes, if in its judgment, that use does not interfere with use of school purposes.

### III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities. (Please refer to Administrative Procedures 904.1: Building Use Request Form, 904.2: General Guidelines for Use of Facilities and 904.3: General Guidelines for Use of Equipment.)

B. Procedures for providing publicizing, registration and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

D. Summer Camps or other summer student enrichment activities on site which are designed to enhance co-curricular or extra-curricular programs of Moorhead Area Public Schools shall be organized through Community Education.

### IV. GENERAL RULES AND REGULATIONS GOVERNING COMMUNITY USE OF SCHOOL BUILDINGS AND PROPERTIES FACILITIES

A. The following level of priority will be followed when determining the use of school

facilities:

1. ~~The first priority for use of school facilities shall be for school groups and organizations. This includes parent teacher organizations and school sponsored groups or activities.~~
2. ~~The second priority is for Community Education programs and activities. Once space has been reserved for Community Education and the event or class has been publicized, the event or class may not be displaced.~~
3. ~~The third priority is for programs sponsored by Moorhead Parks and Recreation.~~
4. ~~The fourth priority is for community groups approved for free use.~~
5. ~~The fifth priority is for community groups approved for rental use.~~

~~B. Use of school facilities shall not interfere with the regular educational program without special permission by the Superintendent.~~

~~C. Application for the use of buildings or grounds must be made through the building administrator of each building. Final approval of the request shall be made through the Director of Property Services and Transportation and shall only be finalized after applicant has received a signed copy of the Building Use Request (Administrative Procedure 904.1).~~

~~D. The school building will not be opened for use except upon presentation of an official Building Use Request Form 904.1 at the building. Use of the building will be limited to the terms of the request.~~

~~E. The custodian on duty will supervise the operation of the school building and shall not be required to supervise groups or activities. During any time when the school heating plant is in operation, the building may not be occupied by any community group unless a qualified custodian is present.~~

~~F. Administrators may use the building for committee meetings in the evenings. Administrators assume full responsibility for the building if the custodian is not on duty. Administrators may not give keys to non-school persons for the use of school buildings unless approved by the Superintendent or designee.~~

~~Community use of school buildings shall not be permitted except with the approval of the Superintendent or designee for Sunday, vacation and custodial employee holidays.~~

~~G. Permission to use gymnasiums and other school physical education or athletic facilities does not include the use of supplies or equipment. Use of equipment is permitted only when the leader is competent to instruct and permission has been granted by the building administrator. Supplies are not furnished at any time.~~

~~H. Violation of any of the rules governing the use of the school buildings by any person or organization shall be sufficient grounds for canceling the request and for denying future applications from such persons or organizations. Failure to make payment for utilizing said facilities within 45 days of use will result in termination of future use of school facilities.~~

A. Request for use of school facilities by community groups shall be made through the school administrative office.

B. A rental fee schedule and payment policy shall be presented for review and approval by the School Board. The fee may include the cost of custodial, technology and supervisory staff if deemed necessary. Refer to Administrative Procedure 904.2 for the fee schedule.

C. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every reasonable effort will be made to find acceptable alternative meeting space.

#### **IV. SPECIFIC RULES FOR SCHOOL BUILDING AND PROPERTY FOR APPROVED USERS**

~~A. Approved users must limit their use of school buildings and property to the approved use.~~

~~B. Leaders shall confine the members of their group to the facilities stated on the permit. Unauthorized use of other areas in the buildings will result in additional fees.~~

~~C. The approved user agrees to assume full responsibility for injury to persons and damages to property that may occur in the section of the building they are using. If the activities proposed seem to involve more than usual hazards, the Superintendent may require the applicant to obtain liability insurance.~~

~~D. No person shall deface, damage, destroy or in any way vandalize school property.~~

~~E. No person shall commit any act which disrupts the educational process or program or interfere with the entrance to or egress from school property by other persons.~~

~~F. No person shall commit any act leading to or constituting a breach of the peace.~~

~~G. No person shall use offensive or abusive conduct, or language against any person or persons on school property.~~

~~H. No written material shall be distributed in school buildings or on school property without permission of the building administrator or other officials designated by the building administrator. This does not apply to non school activities or groups, individuals, organizations utilizing school facilities on a rental or community function permit.~~

~~I. Tobacco use is prohibited on all school district property except for lighting tobacco by an adult as a part of a traditional Indian spiritual or cultural ceremony (M.S. 144.4165).~~

~~J. Alcoholic beverages and illegal drugs are prohibited on all school district property.~~

~~K. No weapons, as prohibited by federal and state statutes, are permitted on school district property.~~

~~L. School building kitchen facilities may not be used without special authorization and only when under the supervision of appropriate personnel ; however, beverages and snacks may be served without using the kitchen facilities. The approved user must provide their own food and serving supplies. If available, the school will provide coffee making equipment. Preparing coffee is the responsibility of the approved user.~~

~~M. Every user is required to take every reasonable precaution to see that snow, water, or mud are removed from shoes before persons are admitted to the building. Certain restrictions for footwear may apply to the use of school gymnasiums and other special purpose floors. Each building administrator is responsible to have specific rules available to approved users.~~

~~N. Additional regulations apply to the use of the high school auditorium and the middle school cafeteria. These regulations are available in the building administrator's office.~~

~~O. The building must be vacated by 10:30 p.m. The approved user will be charged custodial overtime beyond that hour per existing labor agreements. Programs must be concluded in time for clearance of building in accordance with the terms of the permit.~~

~~P. Any person on the school premises who is violating the above or without proper business authorization shall be considered trespassing. If a person is asked to leave the school premises by a school or police official and refuses to do so, he or she shall be considered to be trespassing. Persons having been ordered to leave the premises by a school or police official shall reenter said premises only with written approval of the building administrator or an official designated by him or her.~~

## ~~V. SCHOOL BUILDING AND PROPERTY RENTAL TERMS AND CONDITIONS~~

~~A. Rental charges shall be made in accordance with the schedule of rental rates (Administrative Procedure 904.2). Rental rates will be annually reviewed by the School Board.~~

~~B. For fee based use, for days and hours when normal staff is not on duty, all labor rates will be charged at the appropriate contractual agreement with additional charges made for social security, PERA, LTD, and workers' compensation.~~

## ~~VI. USE OF SCHOOL DISTRICT EQUIPMENT~~

~~A. Rental of school buses and vehicles by non school groups is discouraged and not permitted except by special permission from the Superintendent or designee.~~

~~B. Audiovisual equipment, computer systems, lighting systems, and public address systems~~



~~may be operated only by those approved by the person responsible for audiovisual equipment in the building. Approval may be given to individuals outside the school system if training and experience are satisfactory. This equipment must be requested in advance.~~

~~C. No school district equipment is allowed to leave the school premises except by special permission from the Superintendent or designee.~~

The administration will develop a procedure outlining the type of equipment that is available for community use, the extent to which it may be utilized, the manner by which it may be scheduled for use, and any charges to be made relating thereto. Refer to Administrative Procedure 904.2 for the fee schedule.

## VI. GUIDELINES FOR USE OF FACILITIES AND EQUIPMENT

The School Board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for any damage to facilities and equipment.

### Legal References:

~~Minnesota Statute~~ 123B.51 (School Houses and Sites; Access for Noncurricular Purposes)

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

~~Minnesota Statute 144.4165 (Tobacco Products Prohibited in Public Schools)~~

### Cross References:

Minnesota School Boards Association/Minnesota Association of School Administrators Model Policy 902 (Use of School District Facilities and Equipment)

Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy

Moorhead School Board Policy 702: Equal Access to Moorhead Area Public Schools Facilities

Moorhead School Board Policy 903: School District - Community Relations

Moorhead School Board Policy 930: Community Education



Superintendent of Schools  
**Moorhead Area Public Schools**

Memo S.12.113R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 5, 2012

SUBJECT: Schedule School Board Work Session

A School Board work session is recommended for Monday, August 13, 2012 from 5:00 to 7:00 p.m. in the Board Room 224. Discussion items will include a focus on school district and board priorities, legislative and funding updates, board development, and district projects.

Suggested Resolution: Move to approve Monday, August 13, 2012 from 5:00 to 7:00 p.m. to conduct a School Board work session to discuss school district and board priorities, legislative and funding updates, board development, and district projects.

LAK:mde



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

Memo HR.12.106

TO: Dr. Lynne A. Kovash  
FROM: Ann Hiedeman, Director of Human Resources *AH*  
DATE: May 22, 2012  
SUBJECT: Non-Aligned Master Agreement

A new two-year contract was successfully negotiated with Non-Aligned for the period of July 1, 2012 through June 30, 2014.

Language changes to the contract include the following articles:

1. Article III, Section 5 - Insurance

Financial changes were as follows:

2012-2013	2.02%	\$ 15,050.00
2013-2014	<u>2.00%</u>	<u>\$ 15,204.00</u>
TOTAL	4.02%	\$ 30,255.00

The totals are within the Board guidelines and the contract is recommended for approval.

**SUGGESTED RESOLUTION:** Move to approve the 2012-2014 Master Agreement for Non-Aligned as follows:

<u>School Year</u>	<u>Percent</u>	<u>Cost</u>
2012-2013	2.02%	\$ 15,050.00
2013-2014	<u>2.00%</u>	<u>\$ 15,204.00</u>
TOTAL	4.02%	\$ 30,255.00

AH:smw

S-N9-BOS  
25 June 12

**INDEPENDENT SCHOOL DISTRICT #152**

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

June 25, 2012

7:00 p.m.

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

**ATTENDANCE:**

Lisa Erickson _____	Kristine Thompson _____
Cindy Fagerlie _____	Bill Tomhave _____
Laurie Johnson _____	Trudy Wilmer _____
Mike Siggerud _____	Dr. Lynne A. Kovash _____

**AGENDA**

1. **CALL TO ORDER**

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

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

- D. "We Are Proud"

**We Are Proud** of Moorhead High School students Zack Day and Ken "KJ" Bye who placed first in the state finals of the Ford/AAA Student Auto Skills competition on May 2 in Brooklyn Park. They also had the highest written test score in the state. Teams must meet minimum requirements on the written exam to qualify for the hands-on competition, which requires each team to correctly diagnose and repair intentionally installed faults or "bugs" on identical vehicles. The Moorhead High team advanced to nationals June 10-13 in Dearborn, Michigan. At the national competition, the Moorhead team placed sixth on the written test and 22nd overall. Lauren Rood is the automotive teacher at Moorhead High School.

**We Are Proud** of the Moorhead High School boys golf team for placing first in the Minnesota Class 3A state golf meet to earn the school's first boys golf title. Team members are Ben Welle, Bryant Christian, Bryant Buckellew, Cal Werth, Derek Ambrosie and Dane Sethre-Hofstad. Individually Ben Welle tied for first place, Bryant Buckellew tied for 12th place and Dane Sethre-Hofstad tied for 15th place. Head coach is Eric Tollefson, and assistant coach is Jim MacFarlane.

- 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 Increase to Meal Prices - Page 6
  - (2) Approval of Unassigned Fund Balance Commitment - Pages 7-8
  - (3) Approval of Operations Coordinator Position - Pages 9-12
- C. HUMAN RESOURCES MATTERS - Kazmierczak
- (1) Approval of Early Retirement - Page 13
  - (2) Approval of Family/Medical Leaves - Page 14
  - (3) Approval of Resignations - Page 15
  - (4) Approval of New Employees - Page 16
  - (5) Approval of Part-Time Teacher Program - Pages 17-18
  - (6) Approval of Part-Time and Substitute Pay Schedule Change - Pages 19-20
- D. LEARNER SUPPORT SERVICES - Skarvold
- (1) Approval of Clay County Interagency Purchase of Services Agreement - Pages 21-27

**SCHOOL BOARD AGENDA - June 25, 2012**

**PAGE 3**

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

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

Comments \_\_\_\_\_

3. **HORIZON MIDDLE SCHOOL DEAN/COUNSELOR PRESENTATION:** Kovash  
Page 28

4. **MOORHEAD HIGH SCHOOL STUDENT HANDBOOK:** Kovash  
Page 29

Suggested Resolution: Move to approve the 2012-2013 Moorhead High School Student Handbook as presented.

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

Comments \_\_\_\_\_

5. **READING WELL BY 3RD GRADE PLAN:** Kovash  
Page 30

Suggested Resolution: Move to approve the Reading Well by 3rd Grade Plan as presented.

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

Comments \_\_\_\_\_

7. **BEYOND THE YELLOW RIBBON - MOORHEAD:** Kovash  
Pages 31-34

Suggested Resolution: Move to approve Moorhead Area Public Schools as a collaborative partner supporting Beyond the Yellow Ribbon efforts in Moorhead.

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

Comments \_\_\_\_\_

8. **RESOLUTION ESTABLISHING DATES FOR FILING AFFIDAVITS OF CANDIDACY:** Kovash  
Pages 35-36

Suggested Resolution: Move to approve the Resolution Establishing Dates for Filing Affidavits of Candidacy.

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

Comments \_\_\_\_\_



**SCHOOL BOARD AGENDA - June 25, 2012**

**PAGE 4**

9. **SUPERINTENDENT REPORT:** Kovash

10. **COMMITTEE REPORTS**

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

12. **CLOSE PUBLIC MEETING:** Erickson

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 \_\_\_\_\_

13. **OPEN PUBLIC MEETING:** Erickson

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

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

14. **T.C.I. MASTER AGREEMENT:** Kazmierczak

Page 37

Suggested Resolution: Move to approve the T.C.I. Master Agreement for 2012-2014 as presented with the cost as follows:

<u>School Year</u>	<u>Cost</u>	<u>Percentage Increase</u>
2012-2013	\$12,961	2.20%
2013-2014	<u>\$10,268</u>	<u>1.82%</u>
TOTAL	\$23,229	4.02%

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

15. **ADJOURNMENT**

**SCHOOL BOARD AGENDA - June 25, 2012**  
**PAGE 5**

**CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
School Board	July 16	7 pm	PCE
MSBA Summer Seminar	August 5-6		Mpls
School Board Work Session	August 13	5 pm	PCE
School Board	August 13	7 pm	PCE
School Board	August 27	7 pm	PCE
All Staff Breakfast and Assembly	August 30	8 am	MHS
K-12 Classes Begin	September 4		



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.093 C

TO: Dr. Lynne A. Kovash, Superintendent

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

DATE: June 19, 2012

SUBJECT: Approval of Increase to Meal Prices

At the June 11, 2012 board meeting it was discussed that milk, breakfast and adult lunch prices for 2012-2013 would remain unchanged from the 2011-2012 rates with the exception of student lunch prices. Price increases for 2011-12 to 2012-13 are due to a federal requirement for a 2012-13 weighted average price of \$1.95. The following table contains the recommended prices for fiscal year 2013:

Category	2011-2012 Price	2012-2013 Price	Increase
Milk	.40	.40	.00
Breakfast	1.00	1.00	.00
Lunch – Elementary	1.75	1.90	.15
Lunch – Secondary	2.00	2.05	.05
Lunch – Adult	3.25	3.25	.00

Suggested Resolution: Move to approve milk and meal prices as presented for the 2012-2013 school year.

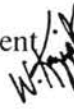
WAK:nls



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.094 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: June 19, 2012

SUBJECT: Approval of Unassigned Fund Balance Commitment

Attached please find a resolution committing unassigned fund balance. This resolution is being presented based on a recommendation from the district's auditor, Eide Bailly, LLC. Approval of the resolution will allow the district to commit unassigned fund balance for severance obligation as of June 30, 2012. The district's auditor will determine the amount in the coming months for fiscal year 2012.

Suggested Resolution: Move to approve the commitment of unassigned fund balance for severance obligation for fiscal year 2012 in amount to be determined at a later date.

WAK:nls  
Attachment

RESOLUTION COMMITTING UNASSIGNED FUND BALANCE

WHEREAS, board action is required to formalize the commitment of unassigned fund balance to specific purposes;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Independent School District 152 that effective June 30, 2012, the fund balance and the specific purposes for which they are committed are as follows:

<u>Fund</u>	<u>Specific Purpose</u>	<u>Amount</u>
General	Severance obligation	To be determined

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date


\_\_\_\_\_  
Date



Assistant Superintendent  
**Moorhead Area Public Schools**

Memo OAS.12.071 C

TO: Dr. Lynne A. Kovash, Superintendent

FROM: Wayne A. Kazmierczak, Assistant Superintendent 

DATE: June 19, 2012

SUBJECT: Operations Coordinator Position

At the March 26, 2012 School Board meeting, the 2012-2013 Staffing Plan was approved. Included in the plan was the addition of a supervisory position for the Department of Property Services and Transportation. This position was built into the 2012-2013 Annual Operating Plan (AOP) that was approved at the June 11, 2012 School Board meeting. The title of this position will be Operations Coordinator, and the individual will report to the Director of Property Services and Transportation.

Attached please find a job description for the position of Operations Coordinator. The banding and grading of the position will be finalized prior to filling the position, but the preliminary band and grade assigned to the position is C42 under the district's current banding and grading method. The position will be placed in the Supervisors Employee Group, and the salary range for this position is \$54,730-\$72,269.

Suggested Resolution: Move to approve the proposal to add the Operations Coordinator position as presented.

WAK:nls  
Attachment



**MOORHEAD AREA PUBLIC SCHOOLS  
JOB DESCRIPTION**

<b>BAND:</b> C	<b>GRADE:</b> 4	<b>SUBGRADE:</b> 2	
<b>JOB TITLE:</b> Operations Coordinator		<b>DEPARTMENT:</b> Property Services and Transportation	<b>DATE:</b> June 2012
<b>IMMEDIATE SUPERVISOR:</b> Director of Property Services and Transportation		<b>SUPERVISES:</b> District custodial, maintenance, and transportation staff as assigned	
<b>JOB SUMMARY:</b>			
Assist with operational elements, to include property services and transportation, of the school district.			
<b>MAIN AREAS OF ACCOUNTABILITY:</b>			
75%	<p>1. Property Services</p> <p style="margin-left: 20px;">A. Provide work direction for district custodial and maintenance staff as directed by the Director of Property Services and Transportation.</p> <p style="margin-left: 20px;">B. Responsible for assigning work, providing training, and reviewing the work produced by custodians.</p> <p style="margin-left: 20px;">C. Provide input to Director of Property Services and Transportation for consideration in capital improvements.</p> <p style="margin-left: 20px;">D. Utilize allotted resources in order to accomplish assignments.</p> <p style="margin-left: 20px;">E. Maintain preventative maintenance schedule on buildings, building systems, grounds and any equipment under control of the department.</p> <p style="margin-left: 20px;">F. Maintain inventory control.</p> <p style="margin-left: 20px;">G. Inspect buildings and grounds and related equipment on a regular basis.</p>		
20%	<p>2. Transportation</p> <p style="margin-left: 20px;">A. Provide work direction for district transportation staff as directed by the Director of Property Services and Transportation</p> <p style="margin-left: 20px;">B. Assist with the administration of the district's student transportation system.</p> <p style="margin-left: 20px;">C. Utilize allotted resources in order to accomplish assignments.</p>		
5%	<p>3. Compliance</p> <p style="margin-left: 20px;">A. Assist in the compliance with state and federal requirements related to the district's buildings, grounds, and transportation.</p> <p style="margin-left: 20px;">4. Perform other duties as assigned.</p>		
<b>MINIMUM REQUIREMENTS:</b>			

#### Education and Experience:

- \* Post-secondary education and training preferred. A minimum of a 2-year degree is preferred.
- \* 5 years of similar experience preferred.
- \* Supervisory experience preferred.
- \* Boilers license or willingness to work towards obtaining a boilers license.
- \* Valid drivers license, ability to obtain Commercial Drivers License (CDL) with passenger, school bus, and air brake endorsement.

#### Special Knowledge/Skills:

- \* Health and Safety regulations, OSHA rules and regulations
- \* Ability to utilize appropriate technological tools to include word processing software, spreadsheet software, and other software and hardware deemed appropriate
- \* Exemplary communication skills; ability to write and verbally present in a clear and concise manner
- \* Knowledge of district administrative policies, procedures and standards
- \* Ability to use discretion and exercise sound judgment
- \* Ability to pass U.S. Department of Transportation pre-employment drug test

#### WORK CHARACTERISTICS:

##### Physical Effort:

- \* Requires sustained periods of sitting and working on computer and office equipment.
- \* Requires occasional lifting.

##### Mental Effort

- \* Requires the ability to handle multiple tasks at once, respond to numerous requests for information, deal with interruptions, and prioritize job tasks. Requires the ability to analyze and interpret data, conduct research, manage resources and evaluate the performance of others.
- \* Establish and maintain effective working relationships with a wide variety of constituents.

##### Working Conditions

- \* Typical office conditions.
- \* Requires presence in construction zones and in buildings throughout the district.

#### JOB OUTCOMES:

- Projects a positive, cooperative and respectful attitude with students, parents, employees and community members.
- Provides accurate and consistent interpretation of personnel contracts, policies, and statutes.
- Provides district administration with adequate and timely information.

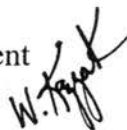
This description summarizes the general nature and work expected of an individual assigned to this position. Employees may be required to perform other job-related duties as requested by their supervisor. All requirements are subject to possible modification to reasonably accommodate individuals with a disability.



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

Memo HR.12.114

TO: Dr. Lynne A. Kovash  
FROM: Wayne Kazmierczak, Assistant Superintendent  
DATE: June 18, 2012  
SUBJECT: Early Retirement



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

Mary Lee Leikas                      Physical Therapist, EIS, effective June 30, 2012.

**SUGGESTED RESOLUTION:** Move to approve the Early Retirement of Mary Lee Leikas as presented.

WAK:smw



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

Memo HR.12.115

TO: Dr. Lynne A. Kovash  
FROM: Wayne Kazmierczak, Assistant Superintendent  
DATE: June 18, 2012  
SUBJECT: Family/Medical Leave

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

Jim Boothroyd	Night Custodian, Robert Asp Elementary, effective July 10, 2012 for approximately 12 weeks.
Megan Dahl	Teacher, S. G. Reinertsen Elementary, effective August 29, 2012 for approximately 8 weeks.


**SUGGESTED RESOLUTION:** Move to approve the Family/Medical Leave pursuant to Article IX, Section 3 of the Custodian Master Agreement for Jim Boothroyd and pursuant to Article 39, Section 1 of the Teachers' Master Agreement for Megan Dahl.

WAK:smw



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

Memo HR.12.116

TO: Dr. Lynne A. Kovash  
FROM: Wayne Kazmierczak, Assistant Superintendent   
DATE: June 18, 2012  
SUBJECT: Resignation

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

David Teige                      Teacher, Red River Area Learning Center, effective June 8, 2012.  
Connie Coyle                    Interpreter, S. G. Reinertsen Elementary, effective August 15, 2012  
Michael Thompson            Paraprofessional, Horizon Middle School, effective June 19, 2012.

**SUGGESTED RESOLUTION:** Move to approve the resignation of David Teige, Connie Coyle and Michael Thompson as presented.

WAK:smw





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

Memo HR.12.112

TO: Dr. Lynne A. Kovash  
FROM: Wayne Kazmierczak, Assistant Superintendent  
DATE: June 18, 2012  
SUBJECT: New Employees

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

Katherine Kovach	Math Teacher, High School, MA (6) \$47,729.00, 1.00 FTE, effective with the 2012-2013 school year. (Replaces Marly Simmons)
Joshua Ogaard	Math Teacher, High School, BA (0) \$33,823.00, 1.00 FTE, effective with the 2012-2013 school year. (Replaces Samantha Metz)
Alaine Anderson	Learner Support Services Teacher, S. G. Reinertsen Elementary, BA+10 (4) \$40,054.00, 1.00 FTE, effective with the 2012-2013 school year. (Replaces Emily Wright)
Emily Olson	Language Arts Teacher, Horizon Middle School, BA (9) \$44,201.00, 1.00 FTE, effective with the 2012-2013 school year. (Replaces Carla Smith)
Janet Pauley	Learner Support Services Program Manager, District Wide, C52 (13), \$84,505.00, effective July 1, 2012. (Replaces Jackie Migler)
Dwayne Young	Night Custodian, Probstfield Center for Education, A12 (0-2) \$14.35 per hour, 6 hours per day, effective July 1, 2012. (New position)
Megan Hilleren	Elementary Teacher, Ellen Hopkins Elementary, BA (2) \$36,122.00, effective with the 2012-2013 school year. (Replaces Sue Fradet)

**SUGGESTED RESOLUTION:** Move to approve the employment of Katherine Kovach, Joshua Ogaard, Alaine Anderson, Emily Olson, Janet Pauley, Dwayne Young and Megan Hilleren as presented.

WAK:smw

16



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

Memo HR.12.108

TO: Dr. Lynne A. Kovash  
FROM: Wayne Kazmierczak, Assistant Superintendent  
DATE: June 18, 2012  
SUBJECT: Part-Time Teacher Program

The administration requests approval of the Part-Time Teacher Program for the following person:

Scott Peterson      Physical Education Teacher, Horizon Middle School, effective January 1, 2013 for the remainder of the 2012-2013 school year.

**SUGGESTED RESOLUTION:** Move to approve the Part-Time Teacher Program request for Scott Peterson as presented.

WAK:smw

Attachment



# Teachers Retirement Association

60 Empire Drive • Suite 400 • St Paul MN 55103-4000  
651.296.2409 • 800.657.3669 • 651.297.5999 FAX • 800.627.3529 TTY

## Part-Time Teacher Program

### Program Conditions

A Part-Time Teacher Program agreement must be approved and submitted by October 1 of the year of participation. Legislators wishing to participate in the program should submit this form as soon as possible after the election, but the form must be submitted before March 1 of the school year for which contributions will be made. Late submissions are subject to a \$5.00 per day fine, paid by the employer. After 15 months, late forms will not be accepted.

- Member must have at least 3 full years of Minnesota teaching service.
- Participation is limited to a maximum of 10 full fiscal years. Partial years are not permitted.
- Program participants must teach the equivalent of at least 50 full days, but may not earn more than 80 percent of a full-time teacher salary of the same lane and step.
- A program participant may not teach full time or part time with any other TRA-covered employer while participating in this program. Authorized substitute teaching is permitted. Participants may not accrue service or contribute to another Minnesota public pension plan.
- Participation in the program is based on a full fiscal year and the employment pattern during the most recent fiscal year.
- Member contributions based on a full fiscal year salary, including contributions for the unearned salary, will be classified as tax sheltered only if paid through payroll withholding. Employer contributions must be paid at the same time, either by the member or by the employer or by an agreed upon combination. Member-paid employer contributions are not tax-sheltered contributions.
- Bargaining agreements may specify other provisions consistent with Section 354.66.

### For Completion by Member

I have read the above conditions and request participation in the Part-Time Teacher Program.

Signature <i>Scott D Peterson</i>	Date <i>June 1<sup>st</sup> 2012</i>
Name <i>Scott D. Peterson</i>	TRA Member Number <i>305190</i>
Address <i>2719 Cobblestone Ct S Fargo, ND 58103</i>	Social Security Number <i>474-76-1153</i>

### For Completion by Employer

Indicate contract year(s), up to 10 years From July 1, 2012 to June 30, 2013

☐ Check if the participant is a member of the legislature

Under the conditions of the part-time teacher program, pay for this teacher will be \$ \_\_\_\_\_ which is \_\_\_\_\_ % of the estimated full-time salary of \$ \_\_\_\_\_ on which contributions will be made. Participation is based on the normal employment pattern of the member. Use current bargaining agreement amounts.

Employer contributions on unearned salary will be paid by:

☐ Member ☐ Employer ☐ Shared - employer to pay \_\_\_\_\_ %

This teacher has been approved for the Part-Time Teacher Program by the governing board of this institution. This certification represents an excerpt of the official board minutes authorizing such participation, or a confirmation that participation was authorized under board policy permitting such action. Please check one of the two boxes below.

☐ Date of meeting/resolution Date \_\_\_\_\_

☐ Date of the adoption of the policy authorizing participation Date \_\_\_\_\_

Organization Name Name and Title of Authorized Administrative Official (print)


TRA Organization ID Date Signature of Official





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

Memo HR.12.113

TO: Dr. Lynne A. Kovash  
FROM: Wayne Kazmierczak, Assistant Superintendent   
DATE: June 18, 2012  
SUBJECT: Part-time and Substitute Pay Schedule Change

Attached is a copy of the Part-time and Substitute pay Schedule for 2012-2013. This pay schedule covers district employees who are not part of a contract or association.

**SUGGESTED RESOLUTUION:** Move to approve the pay schedule as presented.

WAK:smw

Attachment

PART TIME AND SUBSTITUTE PAY SCHEDULE  
2011-2012 2012-2013


<b>ADULT/COMMUNITY ED</b>	<u>2011-2012</u>	<u>2012-2013</u>
Vocational Licensed Teacher (0-1years)/Coach	25.71	<u>25.96</u>
Vocational Licensed Teacher 2 years	26.25	<u>26.50</u>
Vocational Licensed Teacher 3 years or more	26.73	<u>26.98</u>
<del>Vocational Teacher/Coach</del>	<del>16.52</del>	<del>16.52</del>
<del>After school</del>	<del>15.57</del>	<del>15.57</del>
Program Assistant/Classroom Aide	7.47	7.47
Evening Sec/part-time clerical and para	9.75	<u>10.00</u>
<del>Catalog Delivery</del>	<del>7.38</del>	<del>7.38</del>
Helper	7.25	7.25
Kid Source	7.25	7.25
Summer Program Student Coach (1-2 years)	8.00	8.00
Summer Program Student Coach (3+ years)	10.00	10.00
<b>SUBSTITUTE TEACHERS</b>		
Day 1-10 Consecutive same classroom	90.00	<u>95.00</u>
Day 11-30 Consecutive same classroom	113.00	<u>118.00</u>
Day 31 and over Consecutive same classroom	173.90	<u>184.83</u>
(This pay is not retroactive)		
Substitute Bonus: After 25 full-time days any classroom	100.00	100.00
<b>LICENSED TUTORS - TEACHERS</b>	24.71	24.71
<b>ASSISTANT SERVERS - FOOD SERVICE</b>		
Part-time (non-contract) (start)	12.15	12.15
After 3 years	12.45	12.45
After 5 years	12.75	12.75
After 10 years	13.05	13.05
<b>NOON HOUR SUPERVISORS/FOOD SERVICE WORKERS/SUBS</b>		
Part-time (non-contract) (start)	9.00	10.00
After 2 years	9.30	10.30
After 5 years	9.60	10.60
After 10 years	9.90	10.90
<b>INTERPRETERS</b>		
Part-time (non-contract)	23.53	23.53
<b>COTAS</b>		
Part-time (non-contract)	17.58	17.58
<b>SECRETARIES</b>		
Part-time (non-contract)	9.75	10.00
<b>PARAPROFESSIONALS (TEACHERS ASSISTANTS)</b>		
Part-time (non-contract)	9.75	10.00
Substitute	9.75	10.00
<b>CUSTODIANS</b>		
Part-time (non-contract)	9.75	10.00
<u>Part-time (snow removal)</u>	<u>9.75</u>	<u>15.00</u>
<b>TECHNOLOGY SUPPORT</b>		
<u>Event Technology Support</u>		<u>20.00</u>
<b>STUDENT GENERAL HELP</b>	7.25	7.25
<b>CURRICULUM WRITING</b>	27.34	27.34
<b>EXCEL/TARGETED SERVICES</b>	40.00	40.00
Summer School (newly hired staff after 7-1-07)	27.34	27.34



Office of Learner Support Services  
**Moorhead Area Public Schools**

LSS.12.009

TO: Lynne Kovash, Superintendent

FROM: Jill Skarvold, Director of Learner Support Services 

DATE: June 13, 2012

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 (July-Dec). 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 time frame. 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 July 1, 2012, to December 31, 2012 and 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 July 1, 2012 to December 31, 2012, 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 July 1, 2012 to December 31, 2012 for the provision of:

**SCHOOL BASED MENTAL HEALTH SERVICES FOR CHILDREN**

WITNESSETH

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

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

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

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

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

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

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

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

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

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

- A. Appropriately safeguard IIHI
  - B. Report any misuse of IIHI
  - C. Secure satisfactory assurances from any subcontractor, if applicable
  - D. Grant individuals access and ability to amend their IIHI
  - E. Make available an accounting of disclosures of an individual's IIHI
  - F. Release applicable records to the County
  - G. Upon termination, return or destroy all IIHI in accordance with retention schedules
7. **Appeals.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. §256.045, Administrative and Judicial Review of Human Services Matters.
8. **Reporting.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act," Minn. Stat. §626.556, as amended, and the "Vulnerable Adult Reporting Act," Minn. Stat. §626.557, as amended, and any rules promulgated by the Minnesota Department of Human Service, implementing such Acts.
9. **MDHS Third-Party Beneficiary.** Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party of this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to, and may recover from Contractor, reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any waiver of immunity. (Minn. Stat. §245.466, Subd. 3; Minn. R. 9525.1870, subp.2)
10. **Psychotherapists.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch.604.20 to 604.205, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.
11. **Insurance Requirements.** Contractor further agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force insurance protection in the minimum amount established for maximum liability pursuant to Minnesota Statute §466.04

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

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

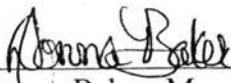
1. Licensed mental health professionals (approximately 3.0 FTE) will be employed by Lakeland Mental Health Center, Inc. for the length of the contract. Personnel will hold appropriate licensure issued by the Board of Teaching or the MN Department of Education for the necessary service for which they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

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



\_\_\_\_\_  
Chair, Board of Education  
Moorhead Independent School District #152

\_\_\_\_\_  
Date

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

6-11-12

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rhonda Porter, Director  
Clay County Social Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chairperson  
Clay Tail County Human Services

\_\_\_\_\_  
Date

*Approved as to Form and Execution:*

\_\_\_\_\_  
Michelle Winkis, County Attorney

\_\_\_\_\_  
Date






Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.116R

TO: School Board

FROM: Lynne A. Kovash, Superintendent 

DATE: June 18, 2012

SUBJECT: Horizon Middle School Dean/Counselor Presentation

Last year a Dean/Counselor Model was implemented at Horizon Middle School. Horizon Middle School Dean/Counselors William Franklin, Shari Gustafson and Keith Hartleben will present information at the June 25 board meeting regarding the Dean/Counselor Model at the middle school.

LAK:mde



Superintendent of Schools  
**Moorhead Area Public Schools**

Memo S.12.117R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 18, 2012

SUBJECT: Moorhead High School Student Handbook

Attached is the 2012-2013 Moorhead High School Student Handbook. According to Moorhead School Board Policy 221, the handbook is to be presented to the School Board for an annual review.

Changes made to the handbook have been highlighted in a lined-out version. Specific changes can be found on the following pages:

- Page 9 - Policy name change
- Page 13 - PowerSchool and PaySchools
- Page 14 - Personal Electronic Devices (PEDs)
- Page 16 - Counseling Department
- Page 18 - Honor Cards section deleted
- Page 23 - Patriotic Exercises, Field Trips and PTAC
- Page 24 - Vending Machines section deleted and Wellness section added
- Page 25 - Health Care
- Page 26 - Media Center
- Page 27 - School Calendar

A completed copy of the handbook will be available on the district's website at [www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us).

Suggested Resolution: Move to approve the 2012-2013 Moorhead High School Student Handbook as presented.

LAK:mde  
Attachment

**Our Mission:**  
*"To develop the maximum potential of every learner to thrive in a changing world."*

*District website is [www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us).*

**Moorhead High School  
Daily Class Schedule  
~~2011-12~~ 2012-13**

Period 1	8:25 - 9:10	Block 1	8:25 - 9:55
Period 2	9:15 - 10:00		
Period 3	10:05 - 10:50	Block 2	10:05 - 11:35
Period 4	10:55 - 11:40		
<b>1st Lunch 11:40 - 12:15</b>			
Period 5	11:45 - 12:30	Block 3	12:15 - 1:45 or (11:45 - 1:15)
Period 6	12:35 - 1:20		
<b>2nd Lunch (Split Lunch) 12:30 - 1:05</b>			
Class 11:45 - 12:30/Lunch 12:30 - 1:05/Class 1:05 - 1:50			
<b>3rd Lunch 1:20-1:55</b>			
Period 7	1:55 - 2:40	Block 4	1:55 - 3:25
Period 8	2:45 - 3:30		

**Lunch Schedule**

**1st Lunch** Art, Science, Math, Industrial Tech 5/6 Blocked  
(11:40 - 12:15) Business, FCS, PE, Health 5/6 Blocked

**2nd Lunch** English, Social St., World Lang. 5 & 6 Blocked  
(12:30 - 1:05) Split Lunch

**3rd Lunch** ALL Skinnies (45 min) 5th and 6th in all departments  
(1:20 - 1:55) 5 & 6 Blocked

Deposits to lunch accounts may be made throughout the school day into the meal account deposit box located by food and nutrition office or online through PaySchools.

Deposits must be made before 9:30 a.m. to be available for use the same day. Online payments through PaySchools require 24 hours to process.

### WEDNESDAY COLLABORATIVE DAY SCHEDULE

Staff Collaboration Time = 8:10 - 9:00

Period 1	9:05 - 9:45	Block 1	9:05 - 10:25
Period 2	9:50 - 10:30		
Period 3	10:35 - 11:15	Block 2	10:35 - 11:55
Period 4	11:20 - 12:00		
Period 5	12:05 - 12:45	Block 3	12:05 - 1:25
Period 6	12:50 - 1:30		
Period 7	2:05 - 2:45	Block 4	2:05 - 3:25
Period 8	2:50 - 3:30		

#### Lunch Schedule

1st Lunch 12:00 - 12:35

2nd Lunch 12:45 - 1:20

Split Lunch (class 12:05 - 12:45/lunch/ class 1:20 - 2:00)

3rd Lunch 1:30 - 2:05

### SHORTENED SCHOOL DAY SCHEDULE (2 Hours Late)

\*Use 3rd period or Block 2 class to determine lunch shift

Period 1	10:25 - 10:55	Block 1	10:25 - 11:25
Period 2	11:00 - 11:30		
Period 3	11:35 - 12:05	Block 2	
Period 4	12:10 - 12:40		
	1st Lunch - 11:30 - 12:05		
	Class - 12:05 - 1:05		
	Class - 11:35 - 12:05		
	2nd Lunch - 12:05 - 12:40		
	Class - 12:40 - 1:10		
	3rd Lunch - 12:40 - 1:10		
	Class - 11:35 - 12:35		
Period 5	1:15 - 1:45	Block 3	1:15 - 2:15
Period 6	1:50 - 2:20		
Period 7	2:25 - 2:55	Block 4	2:25 - 3:25
Period 8	3:00 - 3:30		

1st Lunch - Art, Math, Science, Industrial Tech.

2nd Lunch - English, Social Studies, World Languages, ESL

3rd Lunch - all Skinnies, Business, FCS, Fitness/Wellness, LSS, Music, Theatre Arts

**SEVERE WEATHER RELATED SCHOOL CLOSINGS:** Occasionally the Superintendent of Schools will announce an emergency school early dismissal, late start or cancellation of school due to extreme heat, cold, snow or ice. As soon as the decision to close schools is made, an announcement will be made on the district website and all local radio and television stations. If you hear no announcement concerning Moorhead Schools, you should assume that school is open and a regular schedule is being followed. In the event schools are closed due to severe weather conditions, all after-school activities will be canceled.

See Shortened School Day Schedule for the two-hour late start to the school day.

For additional information refer to School Board Policy 711 on the school district website or in the school office.

**CRISIS MANAGEMENT:** Moorhead Area Public Schools and Moorhead High School have a crisis management plan to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation in the school.

For additional information refer to School Board Policy 710 on the school district website or in the school office.

**ATTENDANCE:** We believe that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students and establishes regular habits of dependability important to the future of the students.

Attendance is of vital importance, and it is essential that all efforts be made by the staff members of Moorhead Area Public Schools to ensure excellent attendance by the students of the district. The Moorhead School Board is committed to support staff members in every way possible to encourage optimum attendance. Class attendance is a joint responsibility of parents, students, teachers and administration.

For additional information refer to School Board Policy 515 on the school district website or in the school office.

**EXCUSED ABSENCES:** The excused absence is for all legitimate reasons. The administration will determine the legitimacy of all absences. The student has the right and obligation to make up any work missed with full credit. The State of Minnesota recognizes the following reasons for excused absence: personal illness, death or medical emergency in the immediate family, medical, dental or orthodontic treatment, counseling appointments, and inclement weather. Other reasons that could be acknowledged are personal requests for **absence made 24 hours in advance** (e.g., legal appointments, religious activities, travel, family vacations, competitions, state tournaments and school activities). We encourage parents to hold these requests to a

minimum. The school will be the final authority in excusing the student and issuing an Advance Make-up Slip.

**NOTIFICATION OF ABSENCES:** Notifying the school of absences which fall into the excused categories is the responsibility of the parent/guardian of the student. Calls should be made the morning of the absence or a note should be brought in by the student on the morning of his or her return to school. **If an absence has not been excused in 48 hours it will remain unexcused. The attendance number is 284-2301. Parents/Guardians and students are encouraged to monitor attendance through PowerSchool.**

**UNEXCUSED ABSENCES:** Unexcused absences are all absences which can be avoided or delayed, and for which prior arrangements and/or approval have not been made through the principal's office. These absences indicate that the student is absent from school with or without the consent of parents, but the excuse given is not acceptable to the school administration. Unexcused absences or truancy receive no daily credit for work missed. Common unexcused absences may be: missing the bus, car trouble, oversleeping, work at home, work at a part-time job, need for extra sleep, baby sitting, hair appointments, shopping, visiting friends, skipping class, not returning to school following noon break, leaving school ill without checking out with the health office, falsifying notes or explanations for absence, etc.

1. An unexcused absence will result in detention time assigned.
2. Coaches and advisors will be advised of team members/students who have unexcused absences. When an unexcused absence is verified, a student will not be permitted to participate in each of that day's or the next day's scheduled extracurricular activities (e.g., practice, game, rehearsal).
3. On the third unexcused absence the student will be referred to a truancy intervention or counseling program. Once the referral has been made, attendance will be closely monitored, attendance contracts may be held and detention and in-school suspension will be used to enforce school district policy. Parental/guardian notification will be made.

**MEDICAL RELATED ABSENCE:** Physician verification will be required for excused absences if personal illness goes beyond three (3) consecutive days. If administration believes other reasons, other than illness, may underlie the repeated absences medical verification may be requested.

**ILLNESS DURING THE SCHOOL DAY:** Students becoming ill during the school day have access to and services available at the school health office. Any student leaving school during the day due to illness must be excused by a parent/guardian through the attendance office. Friends will not be excused to transport students.

**HABITUAL TRUANT:** A habitual truant is a student who is absent from attendance at school without lawful excuse for one or more class



periods on seven school days during a school year and who has not lawfully withdrawn from school.

**TARDINESS:** Tardiness to class will be dealt with by each teacher as deemed appropriate; detention may be assigned as outlined in each teacher's discipline policy which will be explained to students at the beginning of each school year.

**DETENTION:** Detention will be held daily before school and after school. Detention **can not** be served during the scheduled school day of 8:25 a.m.-3:30 p.m. Detention will be assigned for unexcused absences and may be assigned for other disciplinary reasons. Freshmen, sophomores and juniors who fail to attend detention will be assigned in-school suspension. **It is the students' responsibility to monitor PowerSchool for detention notification.**

Seniors are responsible for monitoring detentions assigned for attendance or other reasons and serving them in a timely manner. Students with unserved hours of detention and their parents will be notified regularly. If a senior has not served all of his or her assigned hours of detention by the second to the last Friday before graduation ceremonies, that senior will not be allowed to participate in the ceremonies.

**ABSENCES FOR STUDENT ACTIVITIES:** Student activities should be scheduled around the school day whenever possible. Students who miss a particular class consistently due to activities could have this privilege removed if their grade average begins to decline. Teachers are encouraged to report failing grades to students, parents, and administration as deemed appropriate. Students will not be granted excused absences from classes the morning following out-of-town activities. If unusual circumstances are present, they will be dealt with on an individual basis. Students in school-sponsored activities should not assume that they have the right to an extended deadline for school work.

**MAKE-UP POLICIES FOR EXCUSED ABSENCES:** School work missed because of an excused absence must be made up within two class days from the date of the student's return to school. This applies to school work assigned during the time period the student was absent from school. Any previously assigned work is due on the day of the student's return. The student will be required to make arrangements with the teacher to make up any school work missed and receive a grade. A teacher may require additional assignments to compensate for any loss of class discussion and information.

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

For additional information refer to School Board Policy 515 on the school district website or in the school office.

**ADVANCE MAKE-UP:** In the event that students are aware they will be absent from school, for more than two (2) days, they are to make arrangements in advance by bringing a written notice from their parent (s)/guardians(s) to the attendance office. This written request must be at least 24 hours in advance of the absence. The students will then be given an Advance Make-up Slip which they will have each of their teachers sign at least one (1) day prior to the date of absence. All assignments are to be made up in advance unless specific arrangements are made with teachers. Students who will be gone from school two (2) days or less will assume the responsibility to contact teachers and make arrangements for any missed work.

**OUT-OF-SCHOOL SUSPENSION (OSS):** "Suspension" means an action taken by the school principal or designee prohibiting a student from attending school in accordance with the Pupil Fair Dismissal Act. The purpose of suspension is to remove the student from the school environment and to provide time for professional staff, parent/guardian and student to discuss the matter and bring about an agreement of future conduct.

**IN-SCHOOL SUSPENSION (ISS):** In-School Suspension is used as an alternative to out-of-school suspension for students whose misbehavior is passive. Students assigned to in-school suspension do receive credit for work that can be done in the ISS room. Parents of students assigned to ISS will be notified.

**PASSES:** Students who need to leave their classes for purposes such as the washroom, office, health office, locker, or counselor must use the hallway pass included in their student handbook signed by their teacher. Students who abuse passes by being disruptive or using them excessively may lose this privilege. Students may be denied pass privileges after three (3) unexcused absences. Reinstatement of pass privileges will occur only after a suitable plan for correcting attendance problems has been developed by the student, submitted to the administration and followed successfully.

**DISCIPLINE PROCEDURES:** All students receive a copy of the Moorhead Area Public Schools discipline procedures at the start of each school year. Students are responsible to know its contents. School discipline procedures apply at all events in which the school is involved, regardless of the site, as well as on school transportation.

For additional information refer to School Board Policy 551 on the school district website or in the school office.

**GUIDELINES FOR VISITORS TO MHS:** City ordinances and state statutes require that all visitors report to the main office immediately for a visitor's permit. Student visitors are not allowed. Exceptions will require advance administrative approval.

An individual or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district. Unauthorized persons in the building will be asked to leave and may be reported to the police; failure to leave will result in trespassing charges being filed.

For additional information refer to School Board Policy 905 on the school district website or in the school office.

**DRUG-FREE SCHOOL:** The area in and around Moorhead High School is a drug free zone. Students are prohibited from using or possessing controlled substances, \*toxic substances, and alcohol before, during, or after school hours, at school or in any other school location.

Paraphernalia associated with controlled substances is prohibited.

"Use" includes to sell, buy, distribute, dispense, possess, use or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration

Discipline may include:

1. Suspension from school
2. Referral to Student Assistance and a chemical evaluation
3. Reported to the appropriate law enforcement agencies for possible legal action
4. Parental conference upon readmission

\* toxic substances include any illegal or legal substance possessed or used with the intent of inducing intoxication or excitement of the central nervous system.

For additional information refer to School Board Policy 572 on the school district website or in the school office.

**PASSIVE ALCOHOL SCREENING:** Moorhead High School may choose to administer a passive alcohol screening (PAS) test to students who choose to attend after school events such as dances, athletic contests, etc. Students who are detected to have alcohol in their system from the PAS test will be referred to an on duty officer from the Moorhead Police Department who may administer an official breathalyzer.

**TOBACCO:** Moorhead High has been designated a tobacco-free building. Tobacco use or possession, including smokeless tobacco, is not permitted by any student while on the school grounds or at school-sponsored events. Minimum corrective actions include:

- Referral to legal authorities
- Parent(s)/Guardian(s) conference
- Additional corrective actions may be used.

For additional information refer to School Board Policy 551 and 573 on the school district website or in the school office.

**WEAPON-FREE SCHOOL:** The area in and around Moorhead High School is a weapon free zone. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; paint ball guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks, mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon. Any student caught possessing a weapon on school grounds will be subject to discipline in accordance with the school district's discipline policy and procedures. Such discipline may include suspension or expulsion from school. Offenders may also be subject to increased penalties as defined by state law.

A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the building administrator's office shall not be considered to possess a weapon.

For additional information refer to School Board Policy 576 on the school district website or in the school office.

**STUDENT DRESS AND APPEARANCE:** It is the policy of the Moorhead Area Public Schools to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).

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).

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.

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. Parents/guardians will be notified. Head coverings and hats are not allowed to be worn in the building, except for religious purposes, between the hours of 8 a.m. and 3:30 p.m. except with the approval of the building principal.

The state health department requires that students wear shirts and shoes when in the building.

For additional information refer to School Board Policy 577 on the school district website or in the school office.

**MOORHEAD AREA PUBLIC SCHOOL DISTRICT 152 POLICY  
AGAINST RELIGIOUS, RACIAL, SEXUAL ORIENTATION,  
NATIONAL ORIGIN, AND SEXUAL HARASSMENT AND VIOLENCE  
MOORHEAD AREA PUBLIC SCHOOL DISTRICT 152 POLICY  
AGAINST HARASSMENT AND VIOLENCE RELATED TO RACE,  
COLOR, CREED, RELIGION, NATIONAL ORIGIN, SEX, AGE,  
MARITAL STATUS, FAMILIAL STATUS, STATUS WITH REGARD TO  
PUBLIC ASSISTANCE, SEXUAL ORIENTATION, OR DISABILITY**

1. Everyone in Moorhead Area Public Schools has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent religious, racial, sexual orientation, national origin, or sexual harassment and violence of any kind.
2. A harasser may be a student or an adult. Harassment may include the following when related to religion, race, sexual orientation, national origin, sex or gender:
  - a. name calling, joking or rumors;
  - b. pulling on clothing;
  - c. graffiti;
  - d. notes or cartoons;
  - e. unwelcome touching of a person or clothing;
  - f. offensive or graphic posters or book covers; or
  - g. any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.
3. 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 religious, racial, sexual orientation, national origin, or sexual harassment or violence 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 religious, racial, sexual orientation, national origin, and sexual harassment and violence. Complete policies are available in the building administrator's office and

the Superintendent's Office and at the school district's website at [www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us).

For additional information refer to School Board Policy 570 on the school district website or in the school office.

**HAZING:** "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any school-related other purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health, or dignity of the student or discourages the student from remaining in school.
5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

"Student organization" means a group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

#### Reporting Procedure

A. Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy.

B. The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a school district human rights officer or to the superintendent.

C. Teachers, administrators, coaches/advisors, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who received a report of, observes, or has other knowledge or belief of conduct which may constitute hazing shall inform the building principal immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing in a timely manner may be subject to disciplinary action.



D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades or work assignments.

E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The school district will respect the privacy of the complainant(s), 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 comply with any discovery or disclosure obligations.

For additional information refer to School Board Policy 571 on the school district website or in the school office.

**DISRUPTIVE BEHAVIOR:** Students who display disruptive behavior in a class may be removed from that class by a teacher or principal for up to five (5) days, placed in in-school suspension with the opportunity for parent-teacher conference provided. A second referral for disruptive behavior may result in permanent removal from the class after the opportunity for a conference with the student and parent(s)/guardian is provided. Students are expected to behave in an appropriate manner in the hallways between classes as well as before and after school.

Moorhead recognizes that the harm done by the presence and activities of gangs in the public schools exceeds the immediate consequences of activities such as violence and destruction of property. Gang activities create an atmosphere of intimidation in the entire school community. Both the immediate consequences of gang activity and the secondary effects are disruptive and obstructive of the process of education and school activities. As a result, any dress, signals, or gestures identifying gang membership/affiliation are prohibited.

For additional information refer to School Board Policy 551 on the school district website or in the school office.

**BULLYING:** "Bullying" means any written, electronic or verbal expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to a student or group of students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions.

For additional information refer to School Board Policy 578 on the school district website or in the school office.

**BUILDING HOURS:** Students should not be in the building before 7:55 a.m. and must leave before 4 p.m. unless arrangements have been made with a staff member or they are involved in school activities including use of the media center. Students who remain in the building

outside of the designated building hours and cause disruptions will be referred to legal authorities.

**LOITERING:** Students are not allowed to loiter in locker bays or hallways while classes are in session.

**CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR:** Riding the school bus is a privilege, not a right. Students are expected to follow the same behavioral standards while riding school buses as are expected on school property or at school activities, functions or events. All school rules are in effect while a student is riding the bus or at the bus stop.

For additional information refer to School Board policy 721 on the school district website or in the school office.

**PROCESS FOR ADDRESSING CONCERNS:** When parents have concerns, they are asked to first contact the school employee who is nearest to the situation causing concern. If they do not receive satisfaction from that person, they should then contact the building principal or program director for assistance. If the matter is still unresolved, they are advised to contact the superintendent of schools. The parent may be asked by the superintendent to state the concern in writing and summarize the action to date. Should that fail, an appeal may be filed with the School Board through the superintendent's office.

**MANDATORY REPORTING OF CHILD ABUSE AND NEGLECT:** It is the policy of the Moorhead Area Public Schools to fully comply with Minnesota Statute 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse. It is the responsibility of Moorhead Area Public Schools to protect children whose health or welfare may be jeopardized through physical abuse, neglect or sexual abuse; and, to make the school community safe for children by promoting responsible child care in all settings. In all cases where there is reasonable cause to believe a child is being neglected or physically or sexually abused, an immediate report is made to Clay County Social Services.

It shall be a violation of school district policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

For additional information refer to School Board Policy 534 on the school district website or in the school office.

**LOCKERS:** Pursuant to Minnesota statutes, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by

school authorities for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

Lockers have been assigned to each student. Students are expected to use the locker that is assigned to them and are not allowed to share lockers. Locks for lockers will be provided by the school. A deposit of \$10 will be collected from each student and will be returned upon the student's graduation or withdrawal from MHS when the lock is returned to the main office. If you lose your lock, you must pay an additional \$10 deposit to obtain a new one. Students are not allowed to write on the inside or outside of any locker. The use of a school locker is a privilege. Students who fail to comply with school locker use guidelines may lose locker use privileges. Replacement cost for lockers is \$80 plus installation fee.

Lockers should always be locked when not in use. Do not give your combination to anyone else. Lockers should not be considered safe from theft. The school assumes no liability in the case of theft. Random locker checks will be conducted, and law enforcement K-9 units will randomly check lockers four to six times per year. We encourage students not to leave money or valuables in their lockers. Please leave valuables at home. In the rare instance that you must bring something of value to school, please leave it in the office so that it can be stored in the vault for the day and returned to you when school is dismissed.

For additional information refer to School Board Policy 574 on the school district website or in the school office.

**POWERSCHOOL:** PowerSchool allows parents and guardians to access their child's grades, attendance, and meal account transactions and balance through any Internet-capable computer or smartphone ~~lunch account balance through their telephones or home computers~~. To access PowerSchool, parents and guardians need an authorization code ID and passcode, which is available in the school counseling office ~~or by calling 218-284-2312. you will be asked to show a picture ID before codes are given.~~ Please contact the office for more information. **Students are responsible to monitor PowerSchool for notification of detentions they may have been assigned for unexcused absences or disciplinary reasons. This information is available for parents to view as well.**

**PAYSCHOOLS:** Moorhead Area Public Schools offers an online payment processing system, PaySchools, to let parents or students make school-related payments online at their convenience, 24 hours a day, seven days a week. Access PaySchools through the district's

website and pay for school-related fees and products online, either by e-check, Mastercard, Visa or Discover cards, or online PayPal account. Parents or students will immediately receive email receipts confirming their purchases. Meal account payments are also visible in PowerSchool's parent portal.

**NUISANCE DEVICES:** Because of the potential for disruption to the learning environment, students are not to bring items to school which may create a danger, create a disturbance or interfere with the normal conduct of the school. These devices typically may include, but are not limited to: water guns, chains, beepers, electronic games, or laser lights.

**PERSONAL ELECTRONIC DEVICES (PEDs):** Personal electronic devices include all electronic communication and entertainment devices that can be used by a student that includes cellphones, cameras, music players, calculators, electronic games, video players, computers, and personal digital assistants. PEDs, **except for cellphones**, may be used during passing time or in classrooms with teacher permission, or in the commons during study time. Signage will designate acceptable use areas for cellphones. Cellphones are prohibited from use in classrooms to make telephone calls. Students are not allowed to use cellphones in any area in the building while they are scheduled to be in class.

Disciplinary action for inappropriate cellphone or PED use:

**First Offense** - Phone/PED is confiscated until the end of the day, parent/guardian notified

**Second Offense** - Phone/PED is confiscated and parent/guardian is required to meet with administrator to retrieve phone.

**Third Offense and beyond** - Phone/PED is confiscated and student is suspended. Parent/guardian meeting is required upon student's return to school to retrieve phone

\*The district shall not be liable for the loss, damage or misuse of any electronic device brought to school.

~~\*PEDs may not be attached to the school network with a wired or wireless connection.~~

\*Any PED that has the capability to take photographs or record video or audio shall not be used in restrooms, locker rooms or any other area that privacy is assumed.

\*PEDs are also governed by other district policies (e.g. harassment, copyright, acceptable use).

\* Public WiFi is available for students to connect their Internet-capable PEDs to for instructional purposes. District-provided WiFi access is filtered and monitored for inappropriate online behavior. School district policies apply to all public WiFi users. Users who violate district policy will be disciplined accordingly, including notification of legal authorities where appropriate. The classroom teachers determine if PEDs use is permitted for instructional purposes within their classrooms. All non-instructional online activities are not permitted on district's public WiFi.

For additional information refer to School Board Policy 551 on the school district website or in the school office.

**COMPUTER USE/COPYRIGHT POLICIES:** Computers are provided for student use at several locations. Students are advised that "computer hacking," use of the computers to duplicate copyrighted materials or other inappropriate use may result in losing access to the machines and/or referral to authorities. Faculty and administrative computers are off limits to students.

For additional information refer to School Board Policies 730 and 731 on the school district website or in the school office.

**VANDALISM:** Students who destroy or vandalize school property will be required to pay for losses or damages. If you should happen to damage something by accident, please report it to a teacher or the office immediately.

**IMPROPER ACTIVATION OF FIRE ALARMS:** The improper activation of fire alarms is illegal. Any student who causes a false alarm will be suspended and referred to legal authorities. A second offense may result in expulsion.

**FIRE, TORNADO AND LOCK DOWN DRILLS:** Emergency drills will be conducted throughout the school year.

**REGISTRATION:** Student registration typically takes place in February for grades 9-11. Four year plans are discussed during the 9th grade year and updated as needed during registration. The four year plan serves as a guide for registration and is flexible to allow for changes. All students who request admission to Moorhead High School and have not attended a high school for the previous two weeks or longer will be encouraged to enroll in alternative education options for the remainder of the semester. These students will be eligible to enroll at the start of the next year or semester. Students who have failed a significant number of middle school/junior high courses may be required to take alternative/remedial course work as a condition of entering the high school.

**GRADUATION REQUIREMENTS:** Registration guidelines list a total of 29 credits. Moorhead High School students must successfully complete 26 credits. Along with completion of credits, students must pass Graduation-Required Assessments for Diploma (GRAD) in writing and reading. Passing the mathematics GRAD test is not currently required to graduate. Students not passing the math GRAD test are required to participate in a remediation plan and retest at least twice. All students participating in the graduation exercises must have completed the required minimum number of credits and met all graduation requirements as well as completed the Senior Checkout Process with his/her counselor. Students who fail to complete the Senior Checkout process will not be allowed to participate in the graduation exercises. Those students not participating in the graduation exercises will be able

to pick up their diplomas beginning on the Monday following the ceremony.

Beginning with the Class of 2011, students will be required to return or pay for all library books, text books or other school issued materials they failed to return during their years at MHS before they can begin the Senior Checkout process. The Senior Checkout process is required to participate in the graduation exercises.

It is an expectation that all library books, textbooks, and other school issued materials be returned every year. Students will be noticed annually of missing materials.

If a senior has not served all of his or her assigned hours of detention by the second to the last Friday before graduation ceremonies, that senior will not be allowed to participate in the ceremonies.

For additional information refer to School Board Policy 640 on the school district website or in the school office.

**GRADUATION DEFICIENCIES:** Students who fail to meet graduation requirements at the end of four years of attendance will be permitted to continue in school and carry a course load sufficient to permit them to meet graduation requirements the following year.

**FOREIGN EXCHANGE STUDENTS:** Moorhead High School welcomes foreign exchange students who are sponsored by accredited agencies. All foreign exchange students are classified as freshmen, sophomores or juniors. Foreign exchange students are not eligible for status as a senior and are not entitled to graduation from Moorhead High School.

**COUNSELING DEPARTMENT:** One of the first resource people you will meet at Moorhead High school is your counselor. Your counselor is available to assist you in many areas of your high school career including:

- planning and developing an academic program that best fits your needs,
- identifying career goals and interests, providing resources which will give current information about colleges and other post-secondary institutions, and,
- helping you make good decisions about concerns and conflicts in your personal life.

Moorhead High School is proud to have five licensed professional school counselors on staff to work with parents and students. MHS also has a licensed professional addiction counselor and several outreach workers to assist with student concerns which include chemical usage, attendance, and nontraditional high school programming.

9th grade counselor	Toni Bach	284-2313
10-12 A-G	Rachel Lerum	284-2319
10-12 H-N	Jeff Robinson Janel Simonson	284-2316
10-12 O-Z	Sarah Miller	284-2315



Student Assistance      Scott Matheson      284-2314

Your counselor is truly interested in helping you succeed at MHS. Make it a point to get to know your counselor and see him or her frequently. Students are free to talk to any counselor, not just their assigned one.

**MARKING SYSTEM:** Moorhead High School uses letter grades of A, A-, B+, B, B-, C+, C, C-, D, D+, D-, and F. An "I" will indicate an incomplete in a subject. Assignments must be completed for credit no later than two weeks from conclusion of a course or the incomplete will be changed to failure. Special cases should be cleared with your counselor or principal.

**PASS/FAIL OPTION:** Students taking a required course load are eligible to request pass/fail in one or more classes but must be graded in a minimum of four classes. Check with your counselor for forms. Deadlines for pass/fail option is 15 school days from the start of the class. Once you have been graded, you cannot change to a pass/fail option. Students who drop two grade levels below the average that they are capable of carrying could have this option removed the first or third quarter, and they would be graded by letter grade in the course for the rest of the semester. Students who fail a course and retake it at a later time will have their original failure replaced by the more recent grade.

**TESTING OUT OPTION:** A student may receive credit for a course on a pass/fail basis before, during or after taking that course by successfully demonstrating mastery of its content through a testing process. Testing out is offered two times per year (October and February). The student must complete the application to test out one week before the assessment dates. For more information, please see your counselor.

For additional information or an application refer to School Board Policy 653.1 on the school district website or in the school office.

**CLASS AUDIT:** Any student who wishes to audit a class for no credit should meet with the course instructor and the assistant principal for details.

**SENIOR HONOR STUDENTS:** Seniors with a G.P.A. of 3.70 or higher through the first semester will be named a Moorhead Honor Student.

**ACADEMIC LETTER:** The purposes of the academic letter are motivation, incentive and recognition for work well done. The Academic Letter Committee follows these guidelines/qualifications:

- Grade 9 - 3.80 cumulative G.P.A. through first semester
  - Grade 10 - 3.70 cumulative G.P.A. through first semester
  - Grade 11 - 3.65 cumulative G.P.A. through first semester
  - Grade 12 - 3.60 cumulative G.P.A. through first semester
- A = 4.00, A- = 3.75, B+ = 3.50, B = 3.00, B- = 2.75, C+ = 2.50, C = 2.00, C- = 1.75, D+ = 1.50, D = 1.00, D- = .75

**REPORT CARDS:** Report cards are issued at the end of each nine-week grading period. They include a letter grade for each subject and a

report on attendance and tardiness. If you feel there is an error on your report card, bring it to the registrar's office and report it to the secretary. The last report card of the year will be mailed to the student's home.

**HONOR CARDS:** Gold cards will be given to students who earn a 3.5–4.0 G.P.A.; Silver to students with 3.0–3.49; White to students who improve their G.P.A. by .2 over the previous semester. Cards will be reissued each semester. Students must present both an ID and their card for each use. Lost cards will not be replaced. Discounts and premiums are for the cardholders use only. Abuse or misuse of the card will result in its forfeiture. Cards may also be forfeited at the discretion of the administration.

**UNSATISFACTORY WORK REPORTS:** Parents will be sent reports indicating unsatisfactory work in a subject near the midpoint of the course or any time students are not performing up to their capabilities. **Parents should contact the teacher who sent the report for a conference.** Teachers will send these reports while there is still time to improve the grade for that grading period.

**DROPPING A CLASS:** Once a student is enrolled in a class, you may drop it only after consultation with a counselor. You will also need parental permission. In most instances, you cannot drop a class with fewer than 15 students enrolled. The deadline for dropping a class is 15 school days from the start of the class. Any class dropped after this deadline will result in a withdraw/fail which carries the same GPA weight as an "F".

**TRANSFERS OR WITHDRAWALS:** If you wish to transfer from Moorhead High, report to the counseling office for a withdrawal form. Complete the form and take it to all your teachers, the library, your counselor and the assistant principal for their signatures. After all signatures have been obtained, return the form to the registrar's office. All textbooks should be returned to teachers as you check out with each of them. Records will be sent to another school only after all obligations have been met.

For additional information refer to School Board Policy 517 on the school district website or in the school office.

**TRANSFER STUDENTS/GRADUATION:** Students who transfer in as a senior may graduate by meeting the previous school's requirements and, therefore, be awarded a diploma by that school. If students plan to participate in Moorhead High School's graduation ceremony, they must meet district requirements.

**MINNESOTA POST-SECONDARY ENROLLMENT OPTIONS ACT:**

As enacted by the 1985 Minnesota Legislature, with approval and acceptance, juniors and seniors may enroll for courses at an approved institution of higher learning as part of the student's full-time high school enrollment and receive both college credit and credit toward high school graduation requirements. No charge will be made to the student for the

costs of tuition, fees and required textbooks and materials. All books and materials must be returned to the college. If interested, see your counselor.

**INDEPENDENT STUDY OPTIONS:** Students who are interested in taking a course as independent study, including online, should contact a counselor. Independent study courses involve a considerable amount of reading, writing, and individual study.

**HOMEBOUND INSTRUCTION:** Students who are absent for 10 consecutive days are eligible for homebound instruction. Authorization from a physician must be on file requesting the same. All requests for homebound instruction are to be directed to the Department of Learner Support Services (284-3710) and can be initiated before the time lines are in effect.

**MINNESOTA CHOICE PROGRAMS:** The open enrollment option is available for students to attend the Minnesota school of their choice. The deadline for an application for open enrollment is January 15 of the preceding year. See your counselor for more information. For online study options please see your counselor.

For additional information see School Board Policies 511 and 610 on the school district website or in the school office.

**CURRICULUM REVIEW:** Parents have the right to review the curriculum and to determine which instruction will be provided by the parent.

For additional information refer to School Board Policies 620 and 620.2 on the school district website or in the school office.

**ACTIVITIES:** All students are eligible if they meet activity guidelines, but not all students will earn the privilege to participate in activities. Skill, tenacity, hard work and attitude are the primary factors in determining who will participate and represent our school. Moorhead High shall be represented by students who are good citizens, scholars and athletes willing to abide by prescribed rules and high standards. This privilege and honor carries with it responsibilities to the community, school faculty and student body they represent. To ensure that the standards and ideals of Moorhead High are upheld and requirements enforced uniformly, standards of conduct have been established. Advisors or coaches may enforce rules that are more strict than those established, but these are minimum rules that must be enforced:

1. Any student failing two or more classes, or having two or more incompletes, will be ineligible for a minimum of two weeks. Student eligibility will be monitored at the end of each nine week grading period. Students deemed ineligible will have to provide evidence that they have achieved passing status or have satisfied any incompletes to regain eligibility.

2. There shall be no conduct by students participating in activities, whether or not that activity is currently in season, that will bring discredit to the student, parents, activity, school or community. Penalties for rule violations will be administered at the discretion of school officials.
  3. Moorhead School Board Policy and the Minnesota State High School League rules shall be enforced as the minimum standard of conduct for all participants in activities.
  4. Students are expected to be in school on the day of a contest, play, concert or event as well as the following day. Violations may result in a forfeiture of practice on the succeeding day, loss of the right to appear in a public performance or meet and/or an unexcused absence.
  5. Students must dress appropriately when representing the school. Neat, casual dress clothes are appropriate.
  6. Awards and honors are presented in trust. Should the student violate that trust, the honor or award may be revoked.
  7. Fees are charged to participate in certain school activities and all athletic programs those fees are available in the activities office. The total fee for any student shall not exceed \$350 per year.
- For additional information regarding activity eligibility, fees, travel, or lettering information refer to School Board Policies 541, 542, 543 and 545 on the school district website or in the school office.

**EXTRA CURRICULAR ACTIVITIES/ATHLETIC PROGRAMS:** For information on how to participate in these or other MHS activities check with your counselor, the advisor, or the activities office. Groups include:

Carolers	Business Professionals of America
Cho Kio (Yearbook)	Destination Imagination
Apollo Strings	Key Club
Knowledge Bowl	Student Council
Math Competition	Science Olympiad
Drama	Pep Band
Speech	Industrial Arts Competition
Student Newspaper	

**Athletic Programs:** The following sports are available to students at Moorhead High School:

- |                |                                |
|----------------|--------------------------------|
| <u>Fall:</u>   | Cross Country - girls and boys |
|                | Football - boys                |
|                | Soccer - girls and boys        |
|                | Tennis - girls                 |
|                | Swimming - girls               |
|                | Volleyball - girls             |
| <u>Winter:</u> | Basketball - boys and girls    |
|                | Swimming - boys                |
|                | Gymnastics - girls             |
|                | Wrestling - boys               |
|                | Hockey - boys and girls        |
|                | Dance line - girls             |
| <u>Spring:</u> | Track - boys and girls         |
|                | Golf - boys and girls          |
|                | Tennis - boys                  |
|                | Baseball - boys                |

Softball - girls

#### SCHOOL SONG

Onward Moorhead, Onward Moorhead  
Fight right through that line!  
Onward Moorhead, Onward Moorhead  
Victory sure this time!  
Onward Moorhead, Onward Moorhead  
Fight on for your fame!  
So fight, Moorhead, fight-fight-fight  
To win this game.

**SCHOOL SPIRIT/SPORTSMANSHIP:** Moorhead Area Public Schools shares a vision with the Minnesota State High School League in seeking and maintaining high standards of sportsmanship in all sponsored programs. To be educationally sound, activities must provide a setting in all programs where important values such as dignity, equity, fairness and respect are fostered. Good sportsmanship enhances respect for opponents and officials through efforts at showing self-control and by showing genuine concern for others. It is the responsibility of students, coaches, faculty, cheerleaders, adult spectators, officials and the media to pursue these values.

Attending school-sponsored events is a privilege, not a right. Inappropriate conduct at school and/or school-sponsored events may result in the loss of this privilege.

Any student choosing to attend any school-sponsored activity (dances, plays, athletic events, etc.) in possession of or under the influence of any controlled substances, toxic substances, and/or alcohol, will be prohibited from attending any school-related activities, outside of the school day. The period of suspension is listed below. Students will also be cited accordingly by the Moorhead Police Department.

1st violation - The student will not be allowed to attend any school-sponsored activity for six (6) weeks.

2nd violation - The student will not be allowed to attend any school-sponsored activity for eight (8) weeks.

3rd violation - The student will not be allowed to attend any school-sponsored activity for the remainder of the school year.  
(weeks are counted as calendar days)

For additional information see School Board Policy 551 on the school district website or in the school office.

**STUDENT INSURANCE:** The school district does not carry insurance on students. However, student insurance is available at a nominal cost on an individual basis. Contact the activities office for details.

**FUND RAISING:** All fund raising projects by any student group must be approved in advance by the advisor, principal, and Assistant Superintendent before any fund raising may begin.

For additional information refer to School Board Policy 644 on the school district website or in the school office.

**UNCOLLECTED FEES:** Fees assessed for damaged or lost books, school projects, damage to school property, or other expenses that have been accrued by students but remain unpaid after July 1 following the end of the school year will be referred to a collection agency.

**MUSICAL INSTRUMENT RENTAL FEES:** The Moorhead School Board authorizes a rental fee of \$75 per instrument for each student playing a school owned instrument. Students are also expected to sign an agreement listing their obligations for the maintenance of the instrument or repair of any damage beyond what may be expected from normal use.

The fee requirement may be waived if any of the following circumstances prevail:

1. If a family cannot afford to pay the fee, as determined by the building principal using the Free or Reduced-Price School Meals criteria.
2. In situations where students who provide their own musical instruments are asked to switch to a school-owned instrument to obtain a balance in instrumentation, no fee will be requested.
3. No student will be denied the right to participate in music because of any or all of the above.

For additional information and rental agreement refer to School Board Policy 831 on the school district website or in the school office.

**PROTECTION AND PRIVACY OF PUPIL RECORDS:** The following information is considered public information and may be disclosed unless the school principal is notified that this information is considered private. \*\*State law requires that the names, addresses, and home telephone numbers of students in grades 11 and 12 be released to military recruiting officers unless a parent notifies the school in writing of their objection.

- Name
- Grade level
- Date and place of birth
- Participation in activities
- Height and weight of team members
- Dates of attendance
- Degree and awards
- Most recent and previous school
- Photos in the normal course of school activities and other similar information to include data recorded by cameras on school property, including school buses



For additional information refer to School Board Policies 303 and 504 on the school district website or in the school office.

**RELEASE OF INFORMATION:** All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the educational records of such student without first obtaining the consent of the student.

For additional information refer to School Board Policy 504 on the school district website or in the school office.

**PATRIOTIC EXERCISES:** The School Board believes that one's respect of country is promoted by the ceremonies and observances held in the public schools and that the flag of the United States is a symbol of our American heritage and democratic ideals. In all classroom buildings K-12, the Pledge of Allegiance to the flag of the United States of America will be recited at least one or more times each week.

Anyone who does not wish to participate in reciting the pledge of allegiance for any personal reason may elect not to do so. Students and school personnel must respect another person's right to make that choice.

For additional information refer to School Board Policy 633 on the school district website or in the school office.

**FIELD TRIPS:** All school policies apply to students on field trips 24 hours a day for the duration of the trip.

For additional information refer to School Board Policy 632 on the school district website or in the school office.

**PARENT TEACHER ADVISORY COUNCIL (PTAC):** The PTAC is composed of parents and staff members who wish to become more actively involved at Moorhead High School. Meetings are held ~~four~~ six times per year. Dates are listed in district calendar and on the website. All parents are welcome to become members and are encouraged to call the main office for more information.

**SURVEILLANCE EQUIPMENT:** Moorhead High School premises are under the protection of electronic surveillance equipment during all hours of the day and evening.

For additional information refer to School Board Policy 712 on the school district website or in the school office.

**TELEPHONES:** The four free telephones in the commons are for student use. Calls are limited to three minutes. **Students may not use the office telephones.**

**MESSAGES:** All emergency messages will be handled by an administrator.

**VENDING MACHINES:** Vending machines are located in select areas. Beverage containers, wrappers and other items of this nature should be properly disposed of in the wastebaskets in the commons. Federal law prohibits vending machines from being turned on when school breakfast and lunch are served.

**WELLNESS:** The Moorhead School Board recognizes that nutrition education and physical education are essential components of the educational process and that good health fosters student attendance and educational achievement.

Foods and beverages sold or served at school during the school day by the Moorhead Area Public Schools (including school stores, vending machines and a la carte cafeteria items) will meet or exceed current USDA Dietary Guidelines for Americans in accordance with nutrition and portion size standards. (See Administrative Procedures 536.1 and 536.2.)

For additional information refer to School Board Policy 536 on the school district website or in the school office.

**BUILDING CLEANLINESS:** We ask that students be respectful and responsible by doing their part to keep the building clean. Help keep the building clean by depositing unwanted paper in wastebaskets or proper recycling bins.

Students are not allowed to bring food/beverages into classrooms (excluding water with teacher permission) unless it is appropriate for a class (e.g., Family Consumer Science). Breakfast and lunch food items must be eaten in the Commons/lunchroom. Students do have the privilege of bringing food/beverages into the building. Along with this privilege comes the responsibility of properly discarding waste and cleaning any spill or mess you may make. If building cleanliness becomes an issue this privilege may be revoked. Students not properly disposing waste will face disciplinary measures.

**STUDENT USE AND PARKING OF MOTOR VEHICLES: PATROLS, INSPECTIONS AND SEARCHES:**

It is the policy of the Moorhead Area Public School District to allow the limited use and parking of motor vehicles by students in school district locations. It is the position of the school district that a fair and equitable districtwide student motor vehicle policy will contribute to the quality of the student's educational experience, will maintain order and discipline in the schools, and will protect the health, safety and welfare of students and school personnel. This policy applies to all students in the school district.

**Student Parking of Motor Vehicles in School District Locations**

Students are permitted to park in a school district location as a matter of privilege, not of right. Students driving motor vehicles to Moorhead High School may park the motor vehicle in the parking lot designated for student parking only. Students will not park vehicles in driveways or in other designated areas, (e.g., staff, visitors or busing lanes). **Vehicles in violation of parking regulations will receive a warning for the 1st offense and towed at owners expense for subsequent violations.**

#### **Patrols, Inspections and Searches**

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. In addition, the interiors of motor vehicles of students in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule.

#### **Student Use of Motor Vehicles**

Students are permitted to use their vehicles during assigned lunch period for off-campus purposes, or for off-campus school programs during assigned times. Operating a motor vehicle on school property is a privilege not a right and necessitates safe driving in accordance with the law and conditions.

#### **Violations**

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to withdrawal of parking privileges and/or to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion. In addition, the student may be referred to legal officials when appropriate.

Students park at Moorhead High School at their own risk. Moorhead Area Public Schools is not responsible for any damage or theft that occurs to vehicles parked on school property. Bus service is provided to all eligible students.

For additional information refer to School Board Policy 575 on the school district website or in the school office.

**COMMUNICATION ASSISTANCE:** If a parent or guardian is in need of accommodations to communicate with a child's school or to participate in a child's education, please contact Moorhead High at (218) 284-2300 to make a request. Examples of accommodations include: TDD at a child's school, large print or Braille materials, accessible meeting facilities, sign language interpreters or assistive listening device kit for all meetings, conferences, activities, etc.

**HEALTH CARE:** The health office is located in the administrative office complex. A health tech is on duty from 8 a.m. to 4 p.m. A licensed school nurse staffs the health office on a part-time basis and is on call in case of emergencies.

Parents of students with special health conditions should notify the nurse at the beginning of the school year. Staff will be notified of special health conditions concerning their students.

The school does not provide aspirin or any other medication for students. If students need medication dispensed during school hours, parents must provide the health office with a physician's written order, written parental authorization and a properly labeled container with specific directions about how and when the medication is to be administered in school. Students may self-administer medication if the appropriate arrangements are made through the health office. Please contact the school nurse regarding any questions about medications in school.

~~Students who become ill in school should report to their teacher and obtain a pass to go to the health office. If it is necessary for a student to go home because of illness or injury, parents will be contacted to confirm these plans. Parents are asked to contact the main office with information regarding where they can be reached during the day and the name of a person who can be contacted when parents are unavailable in an emergency situation. Students should remain at home if they have a contagious illness or a temperature of 100 degrees or higher.~~

Minnesota law requires all students in grades 9-12 to have completed the primary series of immunizations including a total of two MMR (measles, mumps, rubella) vaccinations, at least three polio vaccinations, and a tetanus/diphtheria (TD) booster at or after age eleven. Students who have a medical or conscientious exemption from these requirements must have an exemption form on file in the health office.

Vision and hearing screening is done based on referrals from teacher, parents or students if a problem is suspected or as part of the assessment for special education services.

All school-related accidents (including extracurricular and out-of-town activities) should be reported to the nurse. Accident reports and emergency cards are kept on file in the nurse's office. A student who is absent from the classroom for an extended period of time (2-3 weeks) because of health problems should notify the counselor who will make arrangements for homebound tutoring.

~~Students who leave the school during the day due to illness are required to either check out through the health office or have a parent/guardian contact the attendance office before the end of the school day to verify student absence. must check out through the health office regardless of the circumstances. **Students who do not follow this process will be considered unexcused, who do not check out with the health office will be considered unexcused.**~~

For additional information regarding immunizations refer to School Board Policy 530. For additional information regarding medication refer to School Board Policy 532. These can be found on the school district website or in the school office.

**MEDIA CENTER:** The high school media center is easily accessible to the students and staff from 7:30 a.m. to 5 p.m. Monday through Thursday and 7:30 to ~~3:30~~ 4:00 p.m. on Friday.

At the high school we have a large and excellent collection of materials that serve both the academic and recreational needs and interests of our students. These include more than ~~19,000~~ 22,000 fiction and nonfiction books, ~~70~~ 85 magazine subscriptions, several daily and weekly newspapers, general and specific reference materials, both in print and electronic format. Equipment, including computers and printers, a photocopy machine and scanner are also available for student use. A highly qualified staff member is available to help students find resources, assist with computer programs, and give suggestions for recreational reading.

Students are responsible for returning materials in a timely manner ~~on time~~ so that they are available for use by others. If something is lost or damaged, the original cost of the item will be charged. ~~Overdue lists are posted frequently outside of the library. Students with excessive overdue materials will lose their checkout privileges until their overdue materials are returned.~~

Students who are unable to abide by library policy and are disrupting other students or staff will be asked to leave. Food and beverages are not allowed in this facility. The deliberate abuse of any of the materials, programs or equipment located in the library/media center will be referred to a principal for disciplinary action.

**HANDBOOK ONLINE:** A current version of the Moorhead High School Student Handbook is available online at [www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us). The online version contains any changes to the handbook as well as links to related board policies (under schools "click" high school).

**PESTICIDE USE:** Occasionally pesticides are used to control harmful insects. Students will be notified if pesticides are used in the building or on the grounds.

#### **School Calendar 2011-12**

September 6	K-12 Classes Begin
September 23 & 34	Homecoming Parade, Game, Dance
October 17	Parent Teacher conferences (5-8:30)
October 18	Parent Teacher conferences (5-8:30)
October 19	P/T conferences (8-11:30) No School
October 20 & 21	Teacher Comp & EM No School
November 2	GRAD Writing Retest Grades 10-12
November 4	End of 1st Quarter

November 23, 24, & 25	No School
December 6	Parent Teacher conferences (5-8:30)
December 22	Winter Break Begins
January 3	Classes Resume
January 16	Teacher Workshops No School
January 20	End of 1st Semester/2nd Quarter
February 13	Parent Teacher conferences (5-8:30)
February 16	Parent Teacher conferences (5-8:30)
February 20	President's Day No School
March 7, 8, & 9	No School
March 28	End of 3rd Quarter
April 6	No School
April 9	Teacher Workshops No School
April 17	Grade 9 GRAD Test of Written Comp.
April 17 & 18	MCA II Grade 10 Reading, Grade 11 Math
April 24	GRAD Writing Retest Grade 12
April 24	Parent Teacher conferences (5-8:30)
May (dates TBD)	MCA II Science Test
May 28	Memorial Day No School
May 31	Last Day for Students
June 3	Graduation

#### EMERGENCY MAKEUP DAYS

June 1, 4, 5, 6, 7, 8 & beyond

This calendar includes one built in make up day. If this day is unused, the end date of the school year will be adjusted accordingly.

#### School Calendar 2012-13

September 4	K-12 Classes Begin
September 21 & 22	Homecoming Parade, Game, Dance
October 15	Parent Teacher conferences (5-8:30)
October 16	Parent Teacher conferences (5-8:30)
October 17	P/T conferences (8-11:30) No School
October 18 & 19	Teacher Comp & EM No School
November 6	End of 1st Quarter
November 7	GRAD Writing Retest Grades 10-12
November 21 - 23	No School
December 11	Parent Teacher conferences (5-8:30)
December 22	Winter Break Begins
January 2	Classes Resume
January 18	End of 1st Semester/2nd Quarter
January 21	Teacher Workshops No School
February 11	Parent Teacher conferences (5-8:30)
February 14	Parent Teacher conferences (5-8:30)
February 18	President's Day - No School
March 6 - 8	No School
March 28	End of 3rd Quarter
March 29	No School
April 1	No School
April 16	Grade 9 GRAD Test of Written Comp.



April 16	GRAD Writing Retest Grade 12
April 16 & 17	MCA II Grade 10 Reading, Grade 11 Math
April 23	Parent Teacher conferences (5-8:30)
May (dates TBD)	MCA-II Science Test
May 27	Memorial Day - No School
May 30	Last Day for Students
June 2	Graduation

#### EMERGENCY MAKEUP DAYS

May 31, June 3, 4, 5, 6, 7 & beyond

No built-in make-up days; all makeup days are at the end of the school year.



# Moorhead Area Public Schools

## Independent School District 152

Probstfield Center for Education • 2410 14th St. S. • Moorhead, Minnesota 56560  
Fax: (218) 284-3333 • [www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us)

Superintendent of Schools: (218) 284-3330  
Assistant Superintendent: (218) 284-3370 • Human Resources: (218) 284-3350

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### Discipline Procedures – Grades 9-12

Administrative Procedure: 551.1

Section: 500 STUDENTS

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**Date Adopted:** 6/27/2011

**Date Revised:** 6/20/2012

**Dates Reviewed:** 6/20/2012

#### **Purpose**

Every student and employee of Moorhead Area Public Schools is entitled to learn and work in a safe school environment. To ensure this, the district and each school have established clear student discipline procedures, consequences appropriate to the behavior, and a practice to do so consistently.

#### **General Statement**

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

Students are expected to behave in accordance with federal, state and local laws; district policies and guidelines; and in a way that respects the rights and safety of others. Known violations of federal, state and local laws will be reported to local law authorities. Employees will take corrective action when a student's behavior does not fall within discipline guidelines.

The following are district wide discipline procedures. These procedures and the minimal consequences apply any time a student is present on district property, participating in a school-sponsored activity, traveling in a district vehicle or attending any school-sponsored event off district property. The discipline procedures and consequences apply when a district student engages in conduct outside of a school location or a school-sponsored event when the misconduct is a continuation of improper conduct that occurred on school grounds or the student's actions have a direct and immediate effect either on school discipline or on the general safety and welfare of students and staff.

Listed are the violations and minimum consequences; although all actions will be taken on a case-by-case basis. Restitution or restorative discipline/justice may also be utilized when appropriate for the disciplinary infraction.

Restorative Discipline is a type of discipline that seeks to restore damages made by the offending student. A reasonable follow up to a destructive action may be to try to restore, replace, repair, clean up or apologize, as the situation may dictate.

Restorative Justice is a process whereby all the parties with a stake in a particular offense come together to resolve collectively how to deal with the aftermath of the offense and its implications for the future. A restorative process consists of a face-to-face encounter in the presence of a trained facilitator. The affected parties are brought together by a facilitator to discuss how they and others have been harmed by the incident and how that harm might be repaired. Participants include the victim, the offender, individuals who support each of them and others who have been affected by the incident. Participation in the process is voluntary on the part of the victim or offender. This process is used in conjunction with the Clay County Restorative Justice Program.

Discipline should not be confused with punishment. The goal of discipline is a self-disciplined individual, with mature attitudes and socially acceptable standards of conduct. Disciplinary policies within the public schools shall be enforced within the general procedures. These procedures describe clearly the various administrative actions taken for violations of the law and the school district standards of behavior.

These disciplinary procedures will be applied to students with disabilities if: (1) An IEP team for the student concludes that application of the disciplinary policy is indeed appropriate for the students, taking into consideration the student's disability; and, (2) if the disciplinary policy has been given to the student's parent(s)/guardian(s) with an indication that the team has concluded its application to be appropriate to the individual students.

Listed are the violations and minimum consequences for first, second and third offenses. Suspension may be served in school or out of school at the discretion of the administrator. The school district or school administration may impose more severe consequences beyond those set forth in these procedures based on the particular misconduct.

These procedures are based on school board policies, available on the district's website at [www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us) or in the school offices.

## **Procedures**

### **1. ABUSE, VERBAL**

Verbal assaults or verbally abusive behavior includes, but is not limited to, use of language (verbal, written or electronic) that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people and is prohibited. Verbal abuse that is also sexual, religious, disability or racial harassment will be addressed under the guidelines for harassment.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 1-2 day suspension	3-5 day suspension	10 day suspension Recommendation to the superintendent for expulsion or exclusion

### **2. ALCOHOL AND CHEMICALS, POSSESSION OR USE**

The possession or use of any alcohol, controlled substances and toxic substances, is prohibited while on district property, participating in a school-sponsored activity, traveling in a district vehicle or attending any school-sponsored event off district property. Further recommendation such as possible chemical assessment may also be required. A chemical assessment may be required on a second school offense prior to readmission to school.

Definitions:

- A. "Alcohol" includes any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. 812, including analogues and look-alike drugs.
- C. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 1-3 day suspension Notification of legal authorities Suspension from attending or participating in school-related activities Not allowed to attend any school-sponsored activity for six (6) weeks*	Parent(s)/Guardian(s) conference 3-5 day suspension Notification of legal authorities Referral to Student Assistance Suspension from attending or participating in school-related activities Not allowed to attend any school-sponsored activity for eight (8) weeks*	Parent(s)/Guardian(s) conference 5-10 day suspension Notification of legal authorities Referral to Student Assistance Suspension from attending or participating in school-related activities Not allowed to attend any school-sponsored activity for the remainder of the school year

(\*) Weeks are counted as calendar weeks.

### 3. ALCOHOL OR CHEMICALS, POSSESSION WITH INTENT TO DISTRIBUTE OR SELL

Selling, distributing, delivery, exchanging or intending to sell, deliver, exchange or distribute any alcoholic, controlled substances and toxic substances, is prohibited while on district property, participating in a school-sponsored activity, traveling in a district vehicle or attending any school-sponsored event off district property.

Definitions:

- A. "Alcohol" includes any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. 812, including analogues and look-alike drugs.
- C. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference Immediate notification of legal authorities 5-10 day suspension	Parent(s)/Guardian(s) conference Immediate notification of legal authorities 10 day suspension Recommendation to the superintendent for expulsion or exclusion	Parent(s)/Guardian(s) conference Immediate notification of legal authorities 10 day suspension Recommendation to the superintendent for expulsion or exclusion

#### 4. ARSON

The intentional setting of a fire that results in, or could have potentially resulted in, the destruction or damage to district property or other property or that endangers or potentially endangers others by means of fire is prohibited.

Grade Level	First Offense
Grades 9-12	Parent(s)/Guardian(s) conference 10 day suspension Immediate notification of legal authorities (police and fire marshal)

#### 5. ASSAULT/FIGHTING

Committing an act with intent to cause fear in another person of immediate bodily harm or death or intentionally inflicting or attempting to inflict bodily harm upon another person is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) notification 1-3 day suspension Notify legal authorities	Parent(s)/Guardian(s) conference 5-10 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference 10 day suspension Referral to legal authorities Recommendation to the superintendent for expulsion or exclusion

#### 6. ATTENDANCE, CHRONIC ABSENTEEISM

In addition to the compulsory attendance mandate of state law, the school board recognizes and emphasizes the value of attendance each school day by each student.

Grade Level	First Offense
Grades 6-12	Parent(s)/Guardian(s) notification Detention Referral to Truancy Intervention Program



## 7. BOMB THREAT OR TERRORISTIC THREAT

Intentionally making, publishing or conveying in any manner a bomb threat or any other type of terroristic threat pertaining to a school location or event is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 5 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference 5-10 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference 10 day suspension Referral to legal authorities

## 8. BREAKING AND ENTERING

Entering a secured or restricted district location, during or after school hours, using an unauthorized mechanism of entering is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-12	Parent(s)/Guardian(s) conference 3-5 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference 5-10 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference 10 day suspension Referral to legal authorities

## 9. BULLYING OR INTIMIDATING BEHAVIOR

"Bullying" means any written, verbal or electronic expression (email, Facebook, social media, SMS/MMS text, instant messaging), physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to one or more students and which substantially interferes with another student's or students' educational benefits, opportunities or performance.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) notification 1-2 day suspension Notification of legal authorities	Parent(s)/Guardian(s) conference 2-5 day suspension Notification of legal authorities	Parent(s)/Guardian(s) conference 5-10 day suspension Notification of legal authorities

## 10. DISHONESTY, ACADEMIC

Scholastic dishonesty that includes, but is not limited to, cheating on school assignments or tests, plagiarism or collusion is prohibited. Academic consequences may also be assigned.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 1 day suspension	Parent(s)/Guardian(s) conference 1-3 day suspension	Parent(s)/Guardian(s) conference 3-10 day suspension



## 11. DISORDERLY CONDUCT

Disorderly conduct, which is an act that the student knows or has reasonable grounds to know that the act will alarm, anger, disturb others or provoke an assault or breach of the peace, is prohibited.

Disorderly conduct is also engaging in offensive, obscene, abusive, boisterous or noisy conduct or offensive, obscene or abusive language tending reasonably to arouse alarm, anger or resentment in others. Disorderly conduct can include communication or expression created and/or distributed by an electronic means.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 1-2 day suspension	Parent(s)/Guardian(s) conference 3-5 day suspension	Parent(s)/Guardian(s) conference 10 day suspension

## 12. DISRUPTIVE OR DISRESPECTFUL BEHAVIOR

Disruptive or disrespectful behavior is prohibited. Disruptive or disrespectful behavior is language or behavior that disrupts or threatens to disrupt the school environment.

- A. Willful conduct that significantly disrupts the right of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn.
- B. Willful conduct that endangers surrounding people, including school district employees, the student or other students, or the property of the school; and
- C. Willful violation of any rule of conduct specified in the student handbook adopted by the school board.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 1-2 day suspension	Parent(s)/Guardian(s) conference 3-5 day suspension	Parent(s)/Guardian(s) conference 10 day suspension

## 13. DRESS AND APPEARANCE

Inappropriate clothing or appearance is prohibited. Inappropriate clothing or appearance includes, but is not limited to:

- Wearing clothing or grooming in a manner that is sexually explicit or which conveys sexual innuendo or that may reasonably be construed as sexual. Examples of such clothing include "short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.
- Wearing clothing that includes words or pictures that are obscene, vulgar, abusive and discriminatory or that promote or advertise alcohol, chemicals, tobacco or any other product that is illegal for use by minors.
- Wearing clothing and other items or grooming in a manner that represents and/or promotes threat/hate groups, including gangs or supremacist groups. This prohibition includes 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 or violence against other individuals as defined in district policy.
- Wearing clothing or footwear that would damage school property.

- Wearing masks, face paint or grooming that limits or prevents identification of a student.
- Wearing clothing or grooming that is potentially disruptive to the education process or that poses a threat to the health and safety of others.
- Wearing clothing in a manner that displays undergarments.

The appropriateness of wearing of hats and caps will be determined at each school by the principal and may be worn in some cases (i.e., student undergoing chemotherapy, medical situations, religious purposes, class outside the building). Administrators reserve the right to deny admission to school functions based on dress or appearance determined to be inappropriate or disruptive to the educational process. When a student is found in violation of this guideline, the student will be directed to make modifications or be sent home for the day.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Student conference Modify clothing	Parent(s)/Guardian(s) notification Modify clothing or send home	Parent(s)/Guardian(s) notification Modify clothing or send home

#### 14. DRIVING, CARELESS OR RECKLESS

Driving any motorized or nonmotorized vehicle on school locations in such a manner as to endanger people or property is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) notification Refer to legal authorities Detention or community service	Parent(s)/Guardian(s) conference 1-3 day suspension Refer to legal authorities	Parent(s)/Guardian(s) conference Refer to legal authorities Recommendation to the superintendent for expulsion or exclusion

#### 15. FALSE ALARM

Intentionally calling 911 (emergency call) or giving a false alarm of a fire or tampering or interfering with any fire alarm or sprinkler system is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference Detention or 1-5 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference Detention or 5-10 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference 10 day suspension Referral to legal authorities

#### 16. FALSE REPORTING

Intentionally reporting false information about the behavior of a student or employee is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 1-2 day suspension	Parent(s)/Guardian(s) conference 3-5 day suspension	Parent(s)/Guardian(s) conference 10 day suspension

## 17. GAMBLING

Gambling, including but not limited to, playing a game of chance for stakes or possession of gambling devices (including machines, video games and other items used to promote a game of chance for stakes) is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 1-2 day suspension	Parent(s)/Guardian(s) conference 3-5 day suspension	Parent(s)/Guardian(s) conference 10 day suspension

## 18. HARASSMENT

Harassment is participating in or conspiring with others to engage in harassing acts that injure, degrade or disgrace other individuals. "Harassment" means any written, verbal or electronic expression, physical act or gesture, or pattern thereof. Harassment, whether willful or otherwise, includes offensive behavior relating to gender, religion, culture, disability, race, sexual orientation, and/or age and is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Student conference Notification of Title IX Officer	Parent(s)/guardian(s) conference 1-5 day suspension Notification of Title IX Officer Notification of legal authorities	Parent(s)/Guardian(s) conference 10 day suspension Notification of Title IX Officer Notification of legal authorities

## 19. HAZING

This means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization. Hazing, by its very nature, often occurs off school grounds, after school hours, on nonschool days and during summer months. Students are advised that hazing is prohibited whenever and wherever it occurs.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 1-3 day suspension	Parent(s)/Guardian(s) conference 3-5 day suspension Notification of legal authorities	Parent(s)/Guardian(s) conference 10 day suspension Notification of legal authorities

## 20. INSUBORDINATION

A deliberate refusal to follow an appropriate direction or to identify one's self when requested is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Student conference Parent(s)/Guardian(s) notification Detention	Parent(s)/Guardian(s) notification 1-3 day suspension	Parent(s)/Guardian(s) conference 10 day suspension

## 21. MISBEHAVIOR ON THE SCHOOL BUS

Riding the school bus is a privilege, not a right. Students are expected to follow the same behavioral rules while riding school buses as are expected on school property or at school activities, functions or events. All school rules are in effect while a student is riding the bus or at the bus stop.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Student conference and warning	Parent(s)/Guardian(s) conference 5 school day suspension from riding the bus	Parent(s)/Guardian(s) conference 10 school day suspension from riding the bus

**Further offenses:** Individually considered. Students may be suspended for longer periods of time including the remainder of the school year. When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

## 22. NUISANCE OBJECTS

Misuse or distribution of any object that causes distractions or a nuisance is prohibited. These objects include, but are not limited to, laser pointers, flammable lighters, pagers, radios, personal electronic devices, magnets, snaps, stink bombs, bolt cutters, and crowbars.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) notification Student conference Confiscate	Parent(s)/Guardian(s) notification Confiscate 1-5 day suspension	Parent(s)/Guardian(s) conference Confiscate 10 day suspension

## 23. PERSONAL ELECTRONIC DEVICES (PEDs)

**PERSONAL ELECTRONIC DEVICES (PEDs):** Personal electronic devices include all electronic communication and entertainment devices that can be used by a student that includes cellphones, cameras, music players, calculators, electronic games, video players, computers, and personal digital assistants. PEDs, **except for cellphones**, may be used during passing time or in classrooms with teacher permission, or in the commons during study time. Signage will designate acceptable use areas for cellphones. Cellphones are prohibited from use in classrooms to make telephone calls. Students are not allowed to use cellphones in any area in the building while they are scheduled to be in class.

- A. The district shall not be liable for the loss, damage or misuse of any electronic device brought to school.
- B. Any PED that has the capability to take photographs or record video or audio shall not be used in restrooms, locker rooms or any other area that privacy is assumed.
- C. PEDs are also governed by other district policies (e.g. harassment, copyright, acceptable use).
- D. Public WiFi is available for students to connect their Internet-capable PEDs to for instructional purposes. District-provided WiFi access is filtered and monitored for inappropriate online behavior. School district policies apply to all public WiFi users. Users who violate district policy will be disciplined accordingly, including notification of legal authorities where appropriate. The classroom teacher will determine if PEDs use is permitted for instructional purposes within their classrooms. All non-instructional online activities are not permitted on the district's public WiFi.

The following consequences will be used for the misuse of these devices.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) notification Student conference Confiscate 1 day	Parent(s)/Guardian(s) conference Confiscate Meet with bldg. adm.	Parent(s)/Guardian(s) conference Confiscate Suspension

#### **24. PHOTOGRAPHIC OR RECORDING DEVICE MISUSE**

Use of any photographic or recording device, film camera, digital camera, cell phone camera and video camera that impinges upon the rights of others is prohibited. This prohibition includes the distribution or receipt of a picture(s) that impinges upon the personal privacy of another. Misuse of any device in a school locker room, school bathroom or elsewhere in a way that violates the personal privacy of the individual may result in the immediate initiation of the expulsion process.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference Confiscate 1-2 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference Confiscate 3-5 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference Confiscate 10 day suspension Referral to legal authorities

#### **25. RECORDS OR IDENTIFICATION FALSIFICATION**

Falsifying signatures or data, misrepresenting identity, or forging notes is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Student conference	Parent(s)/Guardian(s) conference 1-2 day suspension	Parent(s)/Guardian(s) conference 3-5 day suspension



## 26. SECURITY SYSTEM TAMPERING

Any action that is intended to deactivate, damage or destroy any security system of the district is prohibited. This action includes, but is not limited to, the disabling of or tampering with a district security camera, an automatic locking door apparatus or electronic computer network safeguards.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 3-5 day suspension Restitution Notify legal authorities	Parent(s)/Guardian(s) conference 5-10 day suspension Restitution Referral to legal authorities	Parent(s)/Guardian(s) conference 10 day suspension Restitution Referral to legal authorities Recommendation to the superintendent for expulsion or exclusion

## 27. TECHNOLOGY AND TELECOMMUNICATION MISUSE

Misuse of computer equipment or network; deletion or violation of password-protected information, computer programs, data, passwords or system files; inappropriate accessing of files, directories and Internet sites including intentional tampering or bypassing Internet content filtering system; deliberate contamination of the electronic network and file storage system; unethical use of information; or violation of copyright laws are prohibited. In addition, the denial of network access due to misuse means that the student will not have access to the electronic network and computer resources.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 1-2 day suspension of computer privileges	Parent(s)/Guardian(s) conference 3-5 day suspension of computer privileges	Parent(s)/Guardian(s) conference 10 day suspension of computer privileges

## 28. THEFT, ROBBERY OR EXTORTION

The unauthorized taking of and/or the unauthorized possession of the property of another person is prohibited. This may also refer to the unauthorized taking of and/or the unauthorized possession of school property.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference 1-2 day suspension Restitution Referral to legal authorities	Parent(s)/Guardian(s) conference 3-5 day suspension Restitution Referral to legal authorities	Parent(s)/Guardian(s) conference 10 day suspension Restitution Referral to legal authorities

## 29. TOBACCO, POSSESSION AND USE

Tobacco use or possession, including smokeless tobacco, is not permitted by any student while on the school grounds or at school-sponsored events.



Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) conference Referral to legal authorities	Parent(s)/Guardian(s) conference 3-5 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference 10 day suspension Referral to legal authorities

### 30. VANDALISM, WILLFUL DAMAGE OF SCHOOL PROPERTY OR OF THE PROPERTY OF OTHERS

The intentional cutting, defacing, or damage of any property, real or personal belonging to the school district, or to any individual within the school setting is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades 9-12	Parent(s)/Guardian(s) notification Student conference Notification of legal authorities Restitution Detention	Parent(s)/Guardian(s) conference Restitution Notification of legal authorities 1-5 day suspension	Parent(s)/Guardian(s) conference Restitution Notification of legal authorities 5-10 day suspension

### 31. WEAPON

"Possession" refers to having a weapon on one's person or in an area subject to one's control on school property or at a school activity.

- A. Definition: A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks, mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
- B. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or nonfunctional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
- C. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

A student who finds a weapon on the way to school or in the school building and takes the weapon immediately to the building administrator's office shall not be considered in possession of a weapon.

While the school district and the school takes a "Zero Tolerance" position on the possession, use or distribution of weapons by students, the Superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

Grade Level	First Offense	Second Offense
Grades K-12	Parent(s)/Guardian(s) conference Immediate out of school suspension Confiscation of weapon Immediate notification of police Recommendation to superintendent for expulsion or exclusion	Parent(s)/Guardian(s) conference Immediate out of school suspension Confiscation of weapon Immediate notification of police Recommendation to superintendent for expulsion or exclusion



Department of School Improvement and Accountability  
**Moorhead Area Public Schools**

Memo SIA.12.020 R

TO: Dr. Lynne A. Kovash, Superintendent

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

DATE: June 19, 2012

SUBJECT: Reading Well by 3rd Grade Plan

At the June 25, 2012 meeting, the School Board will be asked to approve the attached Reading Well by 3rd Grade Plan.

The Minnesota Department of Education (MDE) provides the following information about the importance of literacy:

Reading well by third grade is one of many developmental milestones in a child's educational experience. Literacy development starts at an early age and is the basis for all academic success. Reading well by grade three ensures that a student has a solid foundation of literacy skills to continue to expand their understandings of what they read, make meaning, and transfer that learning across all subject areas. Instruction that provides the basis for all students to read well by third grade and beyond will help close the achievement gap and ensure that all students are ready for the demands of college and the workplace. From cradle to career, a sustained effort to create quality literacy environments in all of our schools and programs from birth through grade 12 promotes academic success.

According to MN Statute 120B.12, school districts must adopt local literacy plans to have every child reading at or above grade level no later than the end of grade 3. Plans must include a process to assess students' level of reading proficiency, notify and involve parents, intervene with students who are not reading at or above grade level, and identify and meet staff development needs. Once approved, literacy plans must be posted on the district website.

Suggested Resolution: Move to approve the Reading Well by 3rd Grade Plan as presented.

MOE:nls  
Attachment

**ISD 152**  
**Moorhead Area Public Schools Local Literacy Plan • DRAFT 6.21.12**

**I. Statement of Goals:**

The goal of Moorhead Area Public Schools is to ensure the reading proficiency of all students in K-3 through the systematic review of data taken from AIMSweb, DRAs, NWEA, MCA and WIDA. The glossary of assessments is included on Page 4. The charts on Pages 5-8 indicate how proficiency is determined. A review of column four on the charts defines the level of proficiency needed to be competitive in school and life. Multiple data points are used to identify students for further review. Failure to meet the predetermined scores results in a review of each student by a building data team to secure appropriate interventions. The student will continue to be monitored to ensure the success or modifications of prescribed intervention(s).

<b>Grade &amp; Probe</b>	<b>Percent at or above Benchmark Spring 2009</b>	<b># Students tested</b>	<b>Percent at or above Benchmark Spring 2010</b>	<b># Students tested</b>	<b>Percent at or above Benchmark Spring 2011</b>	<b># Students tested</b>
<b>Kindergarten</b>						
LSF	43	424	45	423	56	407
PSF	73	424	70	423	81	407
NWF	46	424	52	423	57	407
<b>First Grade</b>						
NWF	50	440	60	432	59	441
PSF	82	407	77	431	82	441
RCBM	55	440	62	432	63	441
<b>Grade 2</b>						
RCBM	61	429	66	398	67	421
<b>Grade 3</b>						
RCBM	62	387	68	435	67	387

**Review of Data:**

A review of the submitted data reveals a scattered spectrum of skills upon entrance to kindergarten. However, over the last three years the percentage of kindergarten students at or above benchmark has grown 13% for Letter Sound Fluency. Grade 1 students have made growth with Phoneme Segmentation Fluency and steady gains with Reading Fluency. Grades 2 and 3 have remained static with reading fluency. Regardless of students' ability when entering kindergarten, the district is able to see that 75% of third-graders are demonstrating proficiency on the MCA reading assessment. However, Moorhead continues to lag behind the state's third-grade students based on MCA results, serving to renew our efforts for higher achievement.

# ISD 152

## Moorhead Area Public Schools Local Literacy Plan • DRAFT 6.21.12

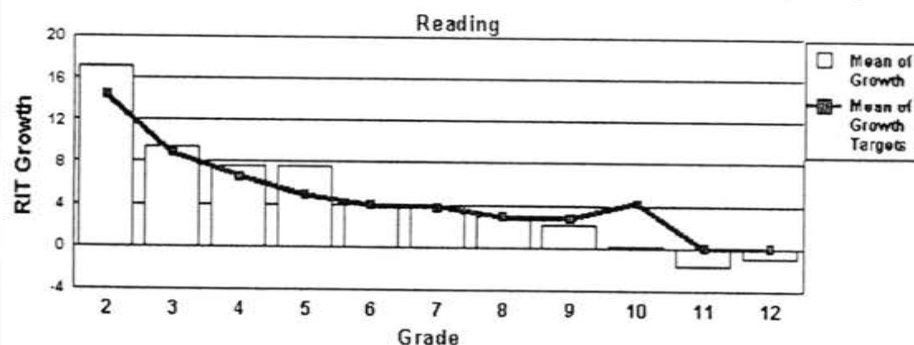
### Student Growth District Summary - Fall 2010 to Spring 2011

District: Moorhead Area Public Schools ISD #152

\*( Small Group Summary Displays OFF)

Reading	Count	Fall 2010		Spring 2011		Growth			Mean Growth Target **	Growth Index	Percent of Target	Count Meeting Growth Target	Percent Meeting Growth Target
		Mean	Std Dev	Mean	Std Dev	Mean	Dev	Std Error					
Grade 2	401	174.7	16.2	191.7	14.7	17.0	9.6	0.5	14.4	2.7	118.7	269	67.1
Grade 3	377	192.4	15.1	201.9	13.6	9.5	8.2	0.4	8.9	0.6	106.7	218	57.8
Grade 4	421	200.5	14.8	208.1	14.6	7.6	7.4	0.4	6.7	0.9	114.1	250	59.4
Grade 5	368	208.5	13.6	216.2	13.0	7.7	7.3	0.4	4.9	2.7	156.1	253	68.8
Grade 6	385	215.6	12.6	219.6	12.9	4.0	7.8	0.4	4.0	0.0	100.5	221	57.4
Grade 7	368	219.0	14.1	222.9	14.2	3.9	8.2	0.4	3.7	0.2	106.6	212	57.6
Grade 8	353	223.7	11.8	226.5	13.0	2.8	7.5	0.4	2.9	-0.1	97.0	191	53.2
Grade 9	35	218.8	15.8	220.9	14.2	2.1	10.4	1.8	2.8	-0.7	74.2	15	42.9
Grade 10	33	203.6	18.5	203.7	18.3	0.1	15.0	2.6	4.2	-4.2	2.1	17	51.5
Grade 11	16	212.6	20.4	210.8	18.6	-1.8	15.5	3.9	0.0	-1.8	0.0	8	50.0
Grade 12	6	-	-	-	-	-	-	-	-	-	-	-	-

In considering the growth of Moorhead students, as measured by the NWEA, it can be noted that students are making gains greater than the defined target scores.



### Moorhead's Current Literacy Instruction Practices:

Moorhead Area Public Schools uses standards-based instruction with balanced literacy as curricular methodology with assessment-based planning at the core of this model. It is characterized by explicit skill instruction and the use of authentic text. It is a well-planned, comprehensive literacy program that reflects a gradual release of control, where responsibility is gradually shifted from the teacher to the students. Moorhead Area Public Schools incorporates the following components to balanced literacy: interactive read-aloud, shared reading, guided reading, book clubs, read to self, writing (Writer's Workshop), community writing, word work and spelling (Words Their Way), and phonemic awareness, phonics, fluency, vocabulary and comprehension (Daily 5, Cafe Strategy).

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In addition, Moorhead Area Public School has two of three elementary schools using a reading basal to support standards-based literacy instruction. For students not making adequate growth, Moorhead's balanced literacy model provides differentiated learning and interventions at the student's instructional level. Instructional decisions are data driven and made collaboratively by teams of teachers. Moorhead Area Public Schools is beginning the research phase of curriculum adoption for reading. The district's goal for K-3 literacy is to develop a standards-based core literacy instruction that is consistent among all three elementary schools.

For the 2012-2013 school year, the Office of School Improvement and Accountability will strive to ensure the fidelity of implementation with all interventions.

**What types of assessments are administered?**

**Screening:** Screening tests provide a teacher with a beginning assessment of the student's preparation for grade-level reading instruction. Screenings are the "first alert" that a student needs extra help to make adequate progress in reading.

**Diagnostic:** Diagnostic tests are designed to provide more precise and detailed information regarding a student's knowledge and skill so instruction can be more precisely planned.

**Progress Monitoring:** Progress monitoring tests keep the teacher informed about the student's progress in learning to read during the school year. They are a quick sample of the critical reading skills that tell the teacher if the student is making adequate progress toward the grade-level reading.

**II. Statement of Process to Assess Students:**

Moorhead Area Public Schools uses multiple data points taken from screening, diagnostic and progress monitoring reading assessments administered according to a prescribed schedule and using the appropriate norms for each instrument.



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**Glossary of Assessments:**

**Letter Naming Fluency (LNF)** assesses how fluently students can give the names of letters in one minute. Students are shown upper and lower case letters that are arranged in random order.

**Letter Sound Fluency (LSF)** measures how fluently students can give the sound of upper and lower case letters in one minute.

**Phoneme Segmentation Fluency (PSF)** is a slightly more advanced measure of phonemic awareness. It tests a student's ability to pronounce the individual phonemes (sounds) in words that have three and four phonemes (e.g., cat, rest).

**Nonsense Word Fluency (NWF)** requires students to identify and say the sounds in non-real words for one minute.

**Read Curriculum Based Measurement (R-CBM)** measures a student's ability to read grade-level text fluently and accurately for one minute.

**Northwest Evaluation Assessment (NWEA)** assesses the improvement of grades 2 and 3 students in the skills of reading.

**Diagnostic Reading Assessment (DRA)** is an individual assessment providing teachers with information regarding a student's independent reading level.

**World-Class Instructional Design and Assessment (WIDA)** are the instruments provided by WIDA (W-APT & ACCESS) to provide an index of achievement for Moorhead's English Learners. Data from these instruments validate placement and can be used as a litmus of progress.

**Minnesota Comprehensive Assessment (MCA)** measures student growth related to standards established by the state of Minnesota for reading.

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Kindergarten	When	Who Administers	How is Proficiency Determined	Parent Notification	Diagnostic or Screening	Progress Monitoring	Specific Literacy Areas Assessed
AIMSweb	Three benchmark windows per year	Teachers	Moorhead Area Public School's AIMSweb cut scores for 2011-2012	Sent Home	Screening	Yes, AIMSweb is used to progress monitor identified students	Phonemic Awareness, Alphabetic Principle and Fluency
DRA	Spring for all	Teachers	90% accuracy	Sent Home	Diagnostic	N/A	Fluency, Comprehension and Alphabetic Principle (word solving)
WIDA W-APT	Fall screening for students new to district; Spring for all	Teachers	Semester 1: If a student's combined Listening & Speaking raw score is below 29, the student is identified as LEP. Semester 2: If a student's combined Listening & Speaking score is below 29, and combined Listening & Reading score is below 11, and combined Listening & Writing score is below 12, the student is identified as LEP.	Sent Home & Written in each Family's Native Language	Screening	N/A	English Language Proficiency for speaking, listening, reading and writing

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Grade 1	When	Who Administers	How Is Proficiency Determined	Parent Notification	Diagnostic or Screening	Progress Monitoring	Specific Literacy Areas Assessed
AIMSweb	Three benchmark windows per year	Teachers	Moorhead Area Public School's AIMSweb cut scores for 2011-2012	Sent Home	Screening	Yes, AIMSweb is used to progress monitor identified students	Phonemic Awareness, Alphabetic Principle and Fluency
DRA	Winter and Spring for all	Teachers	90% Accuracy Adequate Comprehension or higher based on DRA Comprehension Rubric	Fall and Spring Conferences	Diagnostic	N/A	Fluency, Comprehension and Alphabetic Principle (word solving)
WIDA W-APT	Fall screening for students new to district; Spring for all	Teachers	If the student's grade- level adjusted composite score is below 6.0, the student is identified as LEP.	Sent Home & Written in each Family's Native Language	Screening	N/A	English Language Proficiency for speaking, listening, reading and writing

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Grade 2	When	Who Administers	How is Proficiency Determined	Parent Notification	Diagnostic or Screening	Progress Monitoring	Specific Literacy Areas Assessed
AIMSweb	Three benchmark windows per year	Teachers	Moorhead Area Public School's AIMSweb cut scores for 2011-2012	Sent Home	Screening	Yes, AIMSweb is used to progress monitor identified students	Fluency
DRA	Winter & Spring for Strategic & Intensive Students	Teachers	90% Accuracy Adequate Comprehension or higher based on DRA Comprehension Rubric	Fall & Spring Conferences	Diagnostic	N/A	Fluency, Comprehension and Alphabetic Principle (word solving)
WIDA W-APT	Fall screening for students new to district; Spring for all	Teachers	If the student's grade-level adjusted composite score is below 6.0, the student is identified as LEP.	Sent Home & Written in each Family's Native Language	Screening	N/A	English Language Proficiency for speaking, listening, reading and writing

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Grade 3	When	Who Administers	How is Proficiency Determined	Parent Notification	Diagnostic or Screening	Progress Monitoring	Specific Literacy Areas Assessed
AIMSweb	Three benchmark windows per year	Teachers	Moorhead Area Public School's AIMSweb cut scores for 2011-2012	Sent Home	Screening	Yes, AIMSweb is used to progress monitor identified students	Fluency
WIDA W-APT	Fall screening for students new to district; Spring for all	Teachers	If the student's grade-level adjusted composite score is below 6.0, the student is identified as LEP.	Sent Home & Written in each Family's Native Language	Screening	N/A	English Language Proficiency for speaking, listening, reading and writing
NWEA	Spring 2012	Teachers	Moorhead Area Public School's NWEA cut scores	Sent Home	Screening	N/A	Basic Reading, Comprehension and Vocabulary
MCA II Reading	Spring	Teachers	State Determined	Sent Home	Screening	N/A	Minnesota Grade Level Reading Standards

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**II. Parent Notification and Involvement:**

Moorhead Area Public Schools shares assessment results with parents each August, October, February and May for all students. The WIDA assessments will be sent home in the family's native language. The families of students scoring below the defined benchmarks will be provided with appropriate interventions to enhance a child's level of literacy as well as the interventions used in school.

Moorhead Area Public Schools will communicate with families through a grade-level specific literacy newsletter written by the District Literacy Committee twice a year. The newsletter, which will be available at conference time, will provide parents with activities to accelerate literacy development for their children. The school district also will post the newsletter to the website for parents to view.

The school district continues to involve parents in established committees. The district will tap the existing structure of parent involvement as observed in the building-level Parent Teacher Advisory Councils and the district-level committees, including Instruction and Curriculum Advisory Committee, Special Education Parent Advisory Council and District Title I Advisory Committee.

**III. Interventions and Instructional Supports:**

**Core Instruction:** Moorhead Area Public Schools has worked to align the English Language Arts Standards with all grade levels and content areas as directed by state law. This alignment provides standards of achievement that guide all instructional activities. Our core instruction strives to implement a balanced literacy approach that includes reading, writing, listening and speaking. To support a balanced approach, teachers are expected to write and implement Sheltered Instruction Observation Protocol (SIOP) based lesson plans.

Since the standards drive instruction, students are regularly monitored to ensure satisfactory progress. Students struggling to make progress are provided support with a Multi-Tiered System of Support (MTSS) through observations and referrals by grade-level teams/data teams for the prescription of research-based interventions. The grade-level teams continue to monitor students until satisfactory achievement is maintained. The Multi-Tiered System of Support includes differentiated core literacy instruction and interventions implemented by qualified staff. Moorhead literacy coaches, in partnership with building administrators, will continue to provide support to classroom teachers in implementing research-based interventions for core literacy instruction.



**III. Interventions and Supports:**

The grade-level teams participate in data meetings three times per school year. The teams review multiple data points and identify students with two or more data points indicating areas of concern. These students are then recommended for interventions in addition to core literacy instruction. Moorhead Area Public Schools uses Leveled Literacy Intervention which is linked to our core literacy instruction and Minnesota's ELA Standards.

The Multi-Tiered System of Support includes additional strategic and intensive interventions implemented by licensed specialists daily. Once interventions are determined, the school notifies families of current skill development and pending interventions. The district also incorporates the trained staff from Minnesota Reading Corps.

Building-level literacy coaches, in partnership with building-level administrators, are active in promoting the use of the interventions appropriate for each student based upon assessment data. The district Literacy Toolbox will be the hub for interventions with support being delivered by the building literacy coaches. As grade-level teams determine interventions, the literacy coaches and building administrators will work with classroom teachers to apply the defined interventions as well as gauging the effectiveness through progress monitoring.

**Multi-Tiered System of Support****Tier 2: 15% of students**

Targeted supplemental instruction and small group with frequent progress monitoring.

**Interventions:**

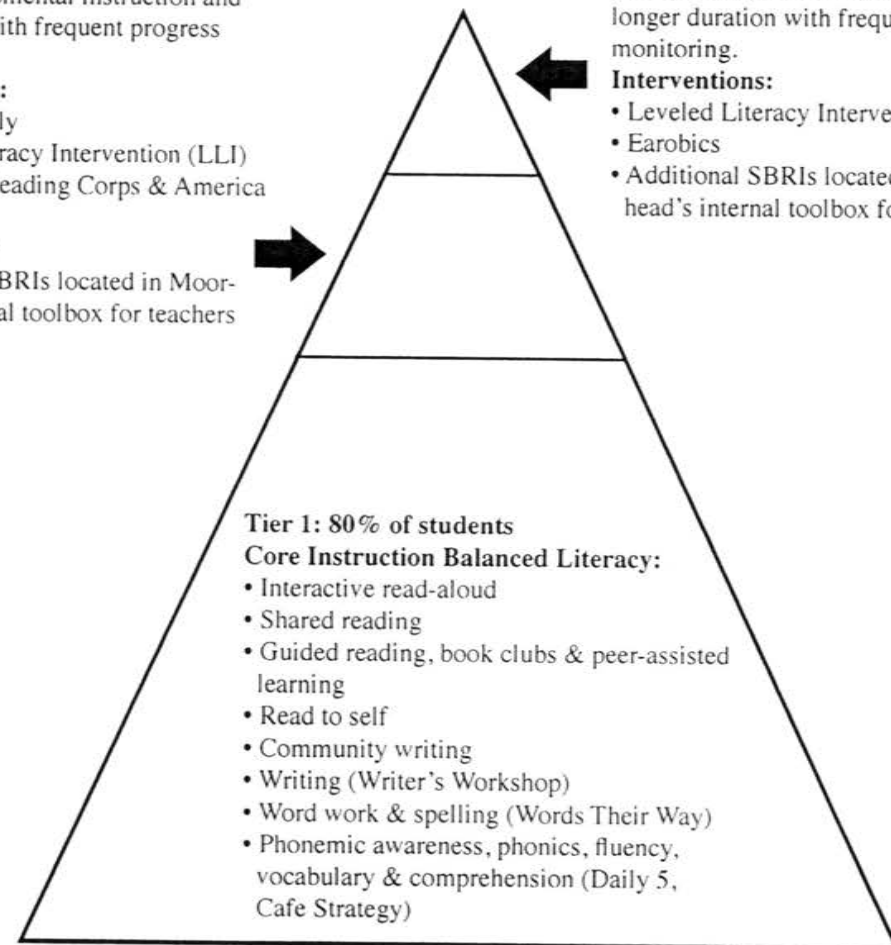
- Read naturally
- Leveled Literacy Intervention (LLI)
- Minnesota Reading Corps & America Reads
- Great Leaps
- Additional SBRI located in Moorhead's internal toolbox for teachers

**Tier 3: 5% of students**

Intensive, individual instruction of longer duration with frequent progress monitoring.

**Interventions:**

- Leveled Literacy Intervention (LLI)
- Earobics
- Additional SBRI located in Moorhead's internal toolbox for teachers



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**Use of Data to Match Student Need to Intervention Program:**

Grade-level and student support teams use multiple data points from diagnostic assessments (see above assessment chart) to select from a menu of research-based interventions illustrated on the district Literacy Toolbox. The interventions are selected from a continuum of needs to address phonemic awareness, phonics, fluency, vocabulary and reading comprehension.

<b>Interventions &amp; Supports</b>	<b>Who</b>	<b>How Often</b>	<b>Specific Purpose</b>
Leveled Literacy Intervention	Licensed Teacher	Daily	Fluency, Phonemic Awareness, Phonics, Vocabulary, Reading Comprehension
America Reads using its adopted research-based strategies	America Reads Tutor	One to two times per week	Phonemic Awareness, Vocabulary, Background Knowledge, Comprehension
Minnesota Reading Corps. using its adopted research-based strategies	Minnesota Reading Corps. Tutor	Daily	Phonics, Phonemic Awareness, Fluency
Electronic District Literacy Toolbox containing research-based interventions	Classroom Teacher	As needed; selected intervention implemented	Fluency, Phonemic Awareness, Phonics, Vocabulary, Reading Comprehension

**IV. Professional Development on Scientifically-Based Reading Instruction (SBRI):**

**Alignment and Collaboration:**

Moorhead Area Public Schools continues to train and support teachers with Sheltered Instruction Observation Protocol (SIOP). The district holds staff development sessions for teachers to be made aware of the diverse needs of individual students based on socioeconomic background, emotional needs, cultural variations and learning styles. The district continues to hone its Multi-Tiered System of Supports to help every student, regardless of emotional or academic need, meet defined literacy benchmarks.

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The district English Learners teachers participate one or two times a month in a Professional Learning Community led by a district literacy coach. Building EL teachers, in partnership with building administrators, confer with classroom teachers to guide those teachers in facilitating language acquisition and development for all students. The EL teachers support classroom teachers in implementing best practice.

Through the district's implementation of PLCs, teachers will develop common assessments, review the data and work to address needs with scientifically-based reading instruction practices.

Educator training is available across the district through district- and building-planned staff development opportunities. Staff development plans for the 2012-13 school year sharpen the focus on the development of literacy skills by offering a K-3 reading institute, offering a book study on meeting the needs of diverse learners (*When Readers Struggle: Teaching that Works* by Gay Su Pinnell and Irene C. Fountas), and enlisting an outside reading consultant to help us strengthen our scientifically-based reading intervention practices and meet the needs of our diverse learners. All such training is embedded in the job expectations of our educators; it's how we do business in Moorhead.

For the 2012-13 school year, the Office of the School Improvement and Accountability, partnered with building administrators, will strive to ensure the fidelity of implementation with core instruction and interventions.

**Use of Performance Data to Inform Professional Development Plan:**

Each elementary principal conducted a survey of reading practices. The compiled data indicated a lack of consistency with K-3 literacy instruction as educators struggled to find a balance between standards and a basal series. District administration agreed a reading consultant would be beneficial for aligning K-3 literacy instruction across the district. In reviewing district student data, the results identified an achievement gap and that Moorhead students' proficiency rates are behind the state average. This data resulted in the need to enlist a reading consultant and offer a book study for our K-3 educators.

**V. Curriculum and Instruction System:**

Moorhead teachers have worked to align all assigned standards. Teachers went through a process of unpacking and embedding standards as well as creating tasks to measure the progress of individual students. Furthermore, progress reports that match the Minnesota Academic Standards were developed.

To facilitate the alignment of standards, the District Literacy Committee worked to create grade-level documents that will serve as checklists to ensure that standards are taught and progress is measured. To advance this effort, grade-level representatives reviewed the prescribed test specifications released by the state of Minnesota, to use as a gauge of Moorhead's assessment practices and ensure a match with the given standards.

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In an effort to advance both vertical and horizontal alignment, representative educators reviewed and discussed the Essential Outcomes assigned to each grade level to determine a level of efficacy needed for further success as students progress through the grades. Finally, educators are constructing curriculum maps that cite content standards, ELA standards, anchor activities, resources and assessments.

**Curriculum Resources:**

Moorhead Area Public Schools understands that individuals learn at different rates and different styles. To that end, the staff has created a menu of interventions to support the individual needs of students. These tools are research based. Each tool or intervention is applied based upon the individual achievement along the gradients of phonemic awareness, phonics, fluency, vocabulary and comprehension. Students are monitored on a regular schedule to determine the effectiveness of each intervention. Modifications are made based on the progress of the individual student. These resources work to promote individual student growth along the continuum of literacy learning noted by the 2010 ELA Academic Standards.

**VI. Student Support System for English Learners:**

Moorhead Area Public Schools has worked to integrate the training of the Sheltered Instruction Observation Protocol (SIOP) with all staff. Currently, teachers use explicit language for instruction, scaffolding strategies to communicate content area, connections to prior knowledge, and collaboration among students to offer our EL students content instruction while adapting the lesson delivery to suit their English proficiency level. Currently, 36% of the staff have completed introductory training, and all staff are expected to post content and language objectives in their classrooms. Moorhead Area Public Schools expects our EL learners to close the achievement gap within the six years allotted by the waiver.

The district EL teachers participate one or two times a month in a Professional Learning Community led by a district literacy coach. Building EL teachers, in partnership with building administrators, confer with classroom teachers to guide those teachers in facilitating language acquisition and development for all students. The EL teachers support classroom teachers in implementing best practice.

**VII. Communication System for Annual Reporting**

**Feedback:**

Moorhead Area Public Schools invites feedback from all stakeholders as to the efficacy of its K-3 Literacy Plan. Input will be sought through building Parent Teacher Advisory Councils (PTACs), the district's Instruction and Curriculum Advisory Council (ICAC), the district website at [www.moorhead.k12.mn.us](http://www.moorhead.k12.mn.us) and via email to [info@moorhead.k12.mn.us](mailto:info@moorhead.k12.mn.us). The district's annual report will provide information about the plan and feedback process. The feedback from all stakeholders will be used to enhance the usefulness of this document and refine the effectiveness of the process.



Superintendent of Schools  
**Moorhead Area Public Schools**

Memo S.12.118R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 18, 2012

SUBJECT: Beyond the Yellow Ribbon - Moorhead

A small group of Moorhead citizens have been meeting since August 2011 toward becoming a Yellow Ribbon Community. A Yellow Ribbon Community unites all areas within a community to create a comprehensive network that connects and coordinates agencies, organizations, resources and employers for the purpose of proactively supporting servicemembers and military families.

On Thursday, June 14, Mayor Mark Voxland proclaimed "Beyond the Yellow Ribbon (BTYR) Awareness Day" in support of the local Beyond the Yellow Ribbon chapter. The local chapter was first formed in Fall 2011. It was incorporated by the State of Minnesota in January 2012 and received 501(c)(3) status in March 2012.

On August 22, 2012 at 3:00 p.m. at the Pavilion in Detroit Lakes (Minnesota), Moorhead will be certified by the state as a BTYR community.

Beyond the Yellow Ribbon is a non-profit organization designed to help meet the needs of servicemembers and their families during times of deployment and reintegration and even thereafter. The organization works to help resolve challenges that arise in the lives of military families by connecting them with goods and services provided by volunteer businesses and individuals within the community. With over 14,000 National Guard servicemembers in the state in various stages of training, deployment, or reintegration, chapters of BTYR have been formed across the state and are actively working to support our troops.

Attached is the Education/Youth portion of the Moorhead action plan.

Suggested Resolution: Move to approve Moorhead Area Public Schools as a collaborative partner supporting Beyond the Yellow Ribbon efforts in Moorhead.

LAK:mde  
Attachment

# **Yellow Ribbon Recognition Program**

## **Action Plan**

### **Objective**

*Establish and sustain local Yellow Ribbon support efforts that connect and coordinate agencies, organizations, resources and employers for the purpose meeting the needs at the local level of Servicemembers, Military Families and Employers.*

### **Mission Statement**

*In continuing Minnesota's proud history of supporting our nation's military, Beyond the Yellow Ribbon Moorhead supports efforts unite key areas within our local communities to leverage existing support activities, build awareness, make commitments and take action to recognize and support Servicemembers, Military Families and Employers.*

### **Web Site**

<http://www.btyrmoorhead.org>

### **Key Areas**

- *City Leadership*
- *Yellow Ribbon Steering Committee*
- *Public Safety/Judicial*
- *Faith Based*
- *Veteran Organizations/Civic Organizations*
- *Businesses/Employers*
- *Social Services/Medical Providers*
- *Education/Youth*



## Education/Youth:

Minimum Requirement/Other Action Items	Responsible Person	Timeline
Defined, sustainable and ongoing training/awareness program for all school personnel	Superintendent of Schools Lynne Kovash	Current
Staff development training on military family support issues	Superintendent of Schools Lynne Kovash	2012-13 school year and ongoing
Provide a resource list for staff members to understand family support issues	Superintendent of Schools Lynne Kovash	Fall 2012 and ongoing
Full support of Servicemember and military family employees	Superintendent of Schools Lynne Kovash	Current and Ongoing
Policies and procedures have been updated to meet at state and federal guidelines	Superintendent of Schools Lynne Kovash	Completed Spring 2012, reviewed on a 5 year cycle or when laws change
Full support of Servicemembers and military families within the school district	Superintendent of Schools Lynne Kovash	Current and Ongoing
Plan community education classes for specific needs for military families, financial planning, parenting.	Superintendent of Schools Lynne Kovash and Community Education Director Lauri Winterfeldt	Summer 2012
Military appreciation at sports events and graduation	Superintendent of Schools Lynne Kovash	Fall 2012
Work with student groups and service learning groups to volunteer as needed for families (Day of Service for Service Families)	Superintendent of Schools Lynne Kovash	Fall 2012
Support services for children (coordinate with counseling, health office)	Superintendent of Schools Lynne Kovash	Fall 2012
Waive or reduce fees for selected community education classes. The classes will be highlighted in the course catalog with a BTYR symbol.	Superintendent of Schools Lynne Kovash and Lauri Winterfeldt	Fall 2012
Military appreciation events planned through community education	Superintendent of Schools Lynne Kovash and Lauri Winterfeldt	Fall 2012
Provide speakers and/or panel members to talk about military life and experiences.	Peggy Wheelden, Public Affairs, VA	Fall 2012
Create field on registration form for military	Superintendent of	Summer 2012

<p>families to voluntarily identify themselves</p> <p>The following optional questions are asked so the school district may offer support to students who are affected by family members' military service.</p> <p>Does your student have an Immediate family member on active duty or in the National Guard? Yes/No</p> <p>If yes, what is the individual's relationship to your student:</p> <p>Does your student have an immediate family member who is currently deployed? Yes/No</p> <p>If yes, what is the individual's relationship to your student:</p>	Schools Lynne Kovash	
Keep School Board informed of the progress of the initiative annually?	Lynne Kovash	Annually
School District Superintendent on committee (seek additional representative from support staff)	Superintendent of Schools Lynne Kovash	Current



Superintendent of Schools  
**Moorhead Area Public Schools**

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Memo S.12.121R

TO: School Board

FROM: Lynne A. Kovash, Superintendent *LAK*

DATE: June 20, 2012

SUBJECT: Resolution Establishing Dates for Filing Affidavits of Candidacy

Please find attached a Resolution Establishing Dates for Filing Affidavits of Candidacy which includes the Notice of Filing Dates for Election to the School Board for your review. The adoption of this resolution is discretionary; the publication of the notice is mandatory.

Suggested Resolution: Move to approve the Resolution Establishing Dates for Filing Affidavits of Candidacy.

LAK:mde  
Attachment

RESOLUTION ESTABLISHING DATES  
FOR FILING AFFIDAVITS OF CANDIDACY

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

1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No. 152 shall begin on Tuesday, July 31, 2012 and shall close on Tuesday, August 14, 2012. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on August 14, 2012.

2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the *Forum*, the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.

3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.

4. The notice of said filing dates shall be in substantially the following form:

NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 152  
MOORHEAD AREA PUBLIC SCHOOLS  
STATE OF MINNESOTA

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of school board member of Independent School District No. 152 shall begin on Tuesday, July 31, 2012 and shall close at 5:00 o'clock p.m. on Tuesday, August 14, 2012.

The general election shall be held on Tuesday, November 6, 2012. At that election, four (4) members will be elected to the School Board for four (4) year terms each.

Affidavits of Candidacy are available from the school district clerk, 2410 14th Street South - Moorhead. The filing fee for this office is \$2. A candidate for this office must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the school district from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the same primary or next ensuing general election.

The affidavits of candidacy must be filed in the office of the school district clerk and the filing fee paid prior to 5:00 o'clock p.m. on Tuesday, August 14, 2012.

Dated: \_\_\_\_\_

BY ORDER OF THE SCHOOL BOARD

\_\_\_\_\_  
School District Clerk



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

Memo HR.12.110

TO: Lynne A. Kovash, Superintendent  
FROM: Wayne Kazmierczak, Assistant Superintendent  
DATE: June 19, 2012  
SUBJECT: T. C. I. Master Agreement

A new two-year contract was successfully negotiated with T. C. I. Group for the period of July 1, 2012 through June 30, 2014.

Language changes to the new contract were made to the following Articles of the contract:

1. Article X. Termination of Services, Section 1, Deferred Compensation, Subd. 5.

The financial settlement for the two-year contract is as follows:

Year	Cost	Percentage Increase
2012-2013	\$12,961	2.20%
2013-2014	\$10,268	1.82%
TOTAL	\$23,229	4.02%

**SUGGESTED RESOLUTION:** Move to approve the T. C. I. Master Agreement for 2012-2014 as presented with the cost as follows:

Year	Cost	Percentage Increase
2012-2013	\$12,961	2.20%
2013-2014	\$10,268	1.82%
TOTAL	\$23,229	4.02%

WAK:sw