



INDEPENDENT SCHOOL DISTRICT 152

School Board Organizational Meeting
MAPS Operation Center Board Room 600
1313 30th Avenue South
Moorhead, Minnesota

January 4, 2021
6:00 PM

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

ATTENDANCE:

| | | | |
|-----------------------------|-------|----------------------------------|-------|
| Cassidy Bjorklund, Chair | _____ | Rachel Stone, Director | _____ |
| Melissa Burgard, Vice Chair | _____ | Matt Valan, Director | _____ |
| Kara Gloe, Clerk | _____ | Keith Vogt, Treasurer | _____ |
| Scott Steffes, Director | _____ | Brandon M. Lunak, Superintendent | _____ |

AGENDA

1. **CALL TO ORDER**

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Preview of Agenda - Dr. Brandon M. Lunak, Superintendent
- D. Approval of Meeting Agenda

Moved by:

Seconded by:

Comments:

E. **We Are Proud**

This is the time during the meeting to recognize outstanding achievements of students, staff and community members.

We Are Proud of Kari Yates who received the 2020 Human Rights award from the Moorhead Human Rights Commission to recognize significant contributions to human rights in our community in the educational category. Yates, who serves as Elementary Learning and Accountability Supervisor works closely with the New American community both professionally and personally and volunteers with food distribution and weekend language classes.

We are proud of Trey Feeney for being named Minnesota Football Player of the Year. Feeney is the first Spud and third player from all of Northern Minnesota to receive the award. Feeney completed 138 of 203 passes for 1,973 yards with 36 touchdowns and one interception to lead the Spuds to an unbeaten season and a No.1-ranking in Class 5A.

We are proud of Brady Walthall for being a first-team selection of the 2020 Minnesota Associated Press all-state football team. Walthall caught 55 passes for 799 yards and 14 touchdowns helping the Spuds average 44.7 points and nearly 300 passing yards per game.

We are proud of the 2019-20 Moorhead High School Spud Football team for being named the "mythical" 5A state champions by the Associated Press, after a 7-0 season where they won every game by double digits. Team Members include: Jacqui Fitzpatrick, Thomas Myers, Trey Feeney, Jaden Griffin, David Lindell, Jamal Dixon, Saif Allawi, Evan Werness, Tanner Kainz, Blake Walthall, Brady Walthall, Dawson Gerads, Mekhi Elmore, Jack Teiken, Gavin Quade, Jager Johnson, Maxwell Delbrune, George Nyanforh, Michael Haugo, Alonn Salman, Clayton Hagenbeck, Kenny Bohney, Jack Tompkins, Caden Berg, Austin Braun, Haiden Gnoinsky, Lamar Taylay, Caden Damm, Karson Wendt, Keanan Wendt, Mahmoud Younis, Giulio Angotti, Austin Altepeter, Kasyn Storbakken, Arzheen Shahin, Jackson Gotta, Rafe Rasmussen, Victor Urrabazo, Haakon Peterson, Gunnar Peterson, Ben Hrdlicka, Micah Jackson, Connor Heinsch, Cooper Sorby, Landon McDougall, Cadyn Brown, Aiden Hayes, Jayce Fritel, Zane Linn, Christian Larson, Carter Brooks, Jack Newcomb, Zion Dyer, Keeton Miosek, Max Soeth, Parker Buckner, Jackson Young, Austin Schultz, Micah Cozad, Cristian Vega, Alex Wolf, Jaydon Coley, Zane Linn, Elinneus Davis, Ryland Braton, Robert Richards, Logan Hilber, Kole Burns, Ashtan Larry, Abel Karfear, Max Stenehjem, Miles Giddings, Jake Thielke, Evan Weickert, Jaykob Guest, Alex Verbout, Ellie Feeney, Joshua Baxton, Jayden Larson, Hunter Welle.

Student Managers are Riley Swenson, Grace Davis, Gartaye Zuo and Katelyn Kanuch.

The team is coached by Kevin Feeney, Spencer Stowers, Eric Stenehjem, Paul Cragg, Eric Paul, Justin Behm, Alex Moses, David Kanuch, Nick Eldred, Brandon Yoney, Matt Anderson, Gerad Fugleberg, Adam Schuler.

F. **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. **ORGANIZATION OF THE SCHOOL BOARD**

A. **Election of Officers**

Suggested Resolution: Move to nominate the following slate of officers for the one-year term (2021) on the Moorhead School Board, and cast a unanimous ballot by acclamation:

Chairperson -
Vice-Chair -

Clerk -
Treasurer -

Moved by:
Seconded by:
Comments:

B. Set Meeting Dates, Time, and Location

Suggested Resolution: Move to set, beginning in August 2021, the meetings of the School Board at 6 p.m. in the MAPS Operations Center Board Room 600 on the second and fourth Monday of each month with the exception of May 9, 2022 at 5:30 p.m., July (one meeting), and December (one meeting).

Moved by:
Seconded by:
Comments:

C. School Board Compensation

Suggested Resolution: Move to set the School Board member compensation rate at \$ _____ per month beginning in FY22.

Moved by:
Seconded by:
Comments:

D. Committee Appointments

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

Moved by:
Seconded by:
Comments:

E. Official Depositories

Suggested Resolution: Move to designate the school district official depositories as presented.

Moved by:
Seconded by:
Comments:

F. Legal Services

Suggested Resolution: Move to approve obtaining legal services on a time and material basis.

Moved by:
Seconded by:
Comments:

G. Designated Official Newspaper

Suggested Resolution: Move to designate *The Extra* as the school district's official newspaper for the 2021-2022 school years.

Moved by:
Seconded by:
Comments

3. **CONSENT AGENDA**

All items on the Consent Agenda are considered to be routine, and have been made available to the School Board at least two (2) days prior to the meeting; the items will be enacted by one resolution. There will be no separate discussion of these items unless a School Board member or citizen so requests, in which event that item will be removed from this agenda and considered under separate resolution. To the extent possible, School Board member inquiries on consent agenda items are to be made directly to the district administration prior to the time of the meeting.

A. **SUPERINTENDENT - Brandon Lunak**

- (1) December 14, 2020, Regular Meeting Minutes and December 14, 2020, Special Meeting Minutes

B. **LEARNING AND ACCOUNTABILITY - Jeremy Larson**

C. **HUMAN RESOURCES AND OPERATIONS - Kristin Dehmer**

- (1) Medical Leave
- (2) Leave of Absence
- (3) Change in Contract
- (4) Resignations
- (5) New Employees
- (6) Resolution Directing Administration to Make Recommendations for Reduction in Programs and Positions and Reasons Therefore
- (7) Affiliation Agreement with Minnesota State University Moorhead, Social Work

D. **LEARNER SUPPORT SERVICES - Duane Borgeson**

- (1) Clay County Agreement: Transporting Students in Foster Care

E. **COMMUNITY ENGAGEMENT AND PUBLIC RELATIONS - Brenda Richman**

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

Moved by:
Seconded by:
Comments:

4. **SUPERINTENDENT CONTRACT FOR 2021-2024: Cassidy Bjorklund**

Suggested Resolution: Move to approve the three-year contract of Dr. Brandon Lunak to serve as Superintendent of the Moorhead Area Public Schools beginning July 1, 2021 with costs as follows:

| <u>Year</u> | <u>Cost</u> | <u>Percentage Increase</u> |
|-------------|-------------|----------------------------|
| 2021-2022 | \$9,606.76 | 3.51% |
| 2022-2023 | \$8,081.50 | 2.86% |
| 2023-2024 | \$8,081.50 | 2.76% |
| TOTAL | \$25,772.76 | 9.16% |

Moved by:
 Seconded by:
 Comments:

5. **SECOND READING OF POLICIES: Dr. Brandon Lunak**

Suggested Resolution: Move to approve policies: 102 State and Federal Law Prohibiting Discrimination, 221 School Board Development, Adoption, and Implementation of Policies, 232 Health Insurance Committee, 233 Policy Review Committee, 236 Activities Advisory Committee, 239 Parent Organization/Booster Clubs, 301 School District Administration, 303 Records Retention, 401 Equal Employment Opportunity Statement, 402 Grievance Procedures for Equal Opportunity as presented.

Moved by:
 Seconded by:
 Comments:

6. **COMMITTEE REPORTS**

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

8. **ADJOURNMENT**

CALENDAR OF EVENTS

SCHOOL BOARD MEETING - December 14, 6:00 p.m., OPS Center Board Room 600
 Special Education Parent Advisory Committee Meeting - December 16, 12:00 p.m., MAPS
 Operation Center

District Health Insurance Meeting - December 17, 4:00 p.m., TBD

Red River ALC PTAC Meeting - December 17, 5:00 p.m., Vista Center for Education

Activities Advisory Council Meeting - December 22, 7:15 a.m., Moorhead High School
 conference Room 201.

Continuing Education Committee Meeting - December 22, 7:15 a.m., Moorhead High School

Indian Education Parent Committee - January 4, 6:00 p.m., PCE Board Room 224

SCHOOL BOARD MEETING - January 4, 6:00 p.m., MAPS Operations Center Board Room
 600

Joint Powers Committee - January 7, 7:00 a.m., TBD

Ellen Hopkins PTAC - January 12, 6:30 p.m., Media Center

S.G. Reinertsen - January 12, 6:30., Virtual Meeting

Instruction and Curriculum Advisory Committee - January 14, 7:00 a.m., MAPS Operations
 Center Board Room 600

Dorothy Dodds Elementary PTAC - January 14, 6:30 p.m., Media Center

Policy Review Committee - January 19, 4:30 p.m., Virtual Meeting

SCHOOL BOARD MEETING - January 19, 6:00 p.m., MAPS Operations Center Board Room
 600

Horizon PTAC Meeting - January 19, 6:30 p.m., West Campus Media Center
Early Childhood Family Education Advisory Committee - January 21, 6:30 p.m., PCE Board
Room 224
District Technology Committee - January 26, 4:00p.m., MAPS Operations Center Board Room
600



MOORHEAD
AREA PUBLIC SCHOOLS

Office of Superintendent
Memo S.21.96R

TO: School Board

FROM: Dr. Brandon M. Lunak, Superintendent

DATE: 12/28/2020

RE: Set Meeting Dates, Time, and Location

At the July 13, 2020 School Board meeting the School Board approved to meet the first and third Monday of the month with the exception of December and July. The School Board at the August 17, 2020 School Board Meeting amended the regular meeting dates in January and February due to observed national holidays (Martin Luther King Jr. Day and President's Day).

Administration recommends due to the conflict of observed national holidays, school district committees and business service functions to set Regular School Board Meeting dates, beginning in August 2021, be moved to the second and fourth Monday of the month at 6:00 p.m. at the MAPS Operations Center Board Room 600. Meeting dates and times are kept on file at the school district administrative offices as required by law Minnesota Statute 13D.04 Subd. 1 for public view.

Suggested Resolution: Move to set, beginning in August 2021, the meetings of the School Board at 6 p.m. in the MAPS Operations Center Board Room 600 on the second and fourth Monday of each month with the exception of May 9, 2022 at 5:30 p.m., July (one meeting), and December (one meeting).

Moved by:
Seconded by:
Comments:

BL:dmb



MOORHEAD
AREA PUBLIC SCHOOLS

Office of Superintendent
Memo S.21.97R

TO: School Board

FROM: Dr. Brandon M. Lunak, Superintendent

DATE: 12/28/2020

RE: School Board Compensation

The following information identifies previous rates related to School Board compensation:

FY09 - \$700
FY10 - \$700
FY11 - \$700
FY12 - \$700
FY13 - \$700
FY14 - \$800
FY15 - \$800
FY16 - \$800
FY17 - \$800
FY18 - \$800
FY19 - \$900
FY20 - \$925
FY21 - \$945
FY22 -

Suggested Resolution: Move to set the School Board member compensation rate at \$_____ per month beginning in FY22.

Moved by:
Seconded by:
Comments:

BML:dmb

COMMITTEES OF MOORHEAD AREA PUBLIC SCHOOLS
(including community involvement areas)

DISTRICT-WIDE STANDING COMMITTEES: The School Board has determined certain district-wide standing committees facilitate the operation of the School Board and the school district. These committees have a specific purpose established by law or by the School Board; most involve parents, students, and/or members of the community to comprise a cross section of various stakeholders within the district, include school staff and an administrative/supervisor; have defined terms; set meeting dates to be included in the school calendar; and give a presentation to the board or file a year-end report with the Superintendent.

| <u>COMMITTEE NAME/PURPOSE</u> | <u>DEPT/NAME RESPONSIBLE</u> | <u>MEETING-DATE/TIME/LOCATION</u> | <u>2020-2021 BOARD LIAISON(S)</u> |
|---|--|--|--|
| <u>Activities Advisory Council</u> - reviews and recommends extra- and co-curricular activity/academic policies and procedures. Is knowledgeable of Minnesota High School League activities. | Superintendent Lunak Human Resource/Operations Dehmer Haugo | 3rd Tuesday/mo. (except Dec. Feb.), four times/year: 10/20, 12/22, 2/23, 4/20; 7:15 a.m., MHS | Steffes/Valan |
| <u>Community Education Advisory Council</u> - promotes the goals and objectives of the community education program. | Communications/ Com Eng. Richman Thompson | 1st Thursday quarterly, 8/6, 11/5, 2/4, 5/6; 5:30 p.m., OPS | Burgard/Vogt |
| <u>District Health Insurance Committee</u> - evaluates and reviews current health insurance coverage and costs related to self-funded insurance; makes recommendations based on trends in healthcare and district data. | Human Resources/Operations Dehmer | 1st Thursday/mo. (except March & April): 8/24, 9/17, 10/22, 11/19, 12/17, 1/TBD, 2/18, 3/19, 4/15, and 5/tbd, 6/ tbd; 4 p.m., 4:00 p.m.,TBD | Steffes/Gloe |
| <u>Instruction & Curriculum Advisory Committee (ICAC)</u> - reviews the assessment toward MN Academic Standards as well as program valuation in the instruction and curriculum review process. | Assistant Superintendent | 2nd Thursday/mo. (except March.): 9/10, 10/8, 11/12, 12/10, 1/14, 2/11, 3/11, 4/8 and 5/13; 7-8:30 a.m., OPS | Bjorklund/Stone |
| <u>Policy Review Committee</u> - reviews current policies and makes recommendation of new policies. | Superintendent Lunak | 3rd Monday/mo., five times/year: 9/15, 11/16, 1/19, 4/19 and 6/21; 4:30 p.m., Virtual mtg./Google | Burgard/Bjorklund |

ADMINISTRATIVE COMMITTEES: These are committees recognized by the School Board as serving in an advisory capacity to the Board and administration, serves a specific area, program or segment of the district, involve members of the staff and others as needed, may meet for a specific purpose until it is completed, may or may not include an appointed board member, designee or liaison, and completes a written report.

| | | | |
|--|--|---|-------------------------|
| <u>Calendar Committee</u> - develops and recommends fiscal-year district calendar. | Superintendent Lunak/Richman | December - February as needed. | Not Required |
| <u>Citizen Finance Advisory Committee</u> - reviews long-range financial planning and required financial matters. | Superintendent Lunak Human Resources/Operations Dehmer | 1st Thursday/mo, four times/year: 9/10, 12/3, 3/4 and 7/9; 6 p.m., PCE | Bjorklund/Vogt |
| <u>Continuing Education Committee</u> - administers the process for certificate renewal of licensed staff. | Human Resources/Operations Dehmer | 1st Tuesday/mo. (Oct.-May), (Organizational meeting held in September will be determined): 10/20, 12/22, 2/23, and 4/20; 7:15 a.m., MHS | Steffes/Burgard |
| <u>District Technology Committee</u> - assists in developing the long-range goals of implementing new technologies and maintaining current technologies throughout the district. | Information Systems and Instructional Support Markert | 4th Tuesday/mo. (excluding Nov. and Dec) 9/29, 10/27, 12/1, 1/26, 2/23, 3/30,4/27; 4:00 p.m. OPS | Vogt/ Steffes, Alt. |
| <u>Early Childhood Family Educ. Adv. Committee</u> - advises and provides support in the operation of the Early Childhood Family Education and School Readiness Programs. | Communications/Com Eng Richman Hofer | 3rd Thursday/mo. 5 times a year; 9/17, 11/12, 1/21, 3/18, and 5/20; 6:30-8 p.m., PCE | Valan |
| <u>Health/Safety/Wellness Committee</u> - identifies and addresses safety issues related to students, staff and visitors. | Human Resources/Operations Dehmer Transportation & Safety Steffen | 2nd Thursday every 2 mos., four times/year: 10/8, 12/10, 2/11 and 4/8; 9:30 a.m., OPS | Gloe/Steffes, Alt. |
| <u>Indian Education Parent Committee</u> - reviews grants obtained, provides input on how monies are disbursed, yearly financial report, and HSC report. | Assistant Superintendent Norquay | 1st Monday/mo., 9/14, 10/5, 11/2, 12/7, 1/4, 2/1, 3/1, 4/5, 5/3; 6 p.m., TBD | Steffes/Bjorklund, Alt. |
| <u>MN State High School League</u> - supervision and regulation of League sponsored athletic and fine arts activities. | Superintendent Lunak | | Valan |

| <u>COMMITTEE NAME/PURPOSE</u> | <u>DEPT/NAME RESPONSIBLE</u> | <u>MEETING-DATE/TIME/LOCATION</u> | <u>BOARD LIAISON(S)</u> |
|---|--|---|--------------------------------|
| <u>Sabbatical Leave Committee</u> - receives, reviews and recommends sabbatical leaves for certified staff. | Human Resources/Operations Dehmer | February 25, 4:30 p.m., OPS as needed | Steffes |
| <u>Safe and Healthy Learners Committee</u> - reviews and recommends policies and activities related to student and staff prevention, intervention, postvention and crisis issues. | Learner Support Services Borgeson | Four times/year: 9/22, 11/17, 2/16 and 4/20; 3-4 p.m., OPS | Valan/Stone |
| <u>Special Educ. Parent Advisory Committee</u> - provides a communications network between parents and the special education department of the school district. | Learner Support Services Borgeson | Three times/year: 9/16, 12/16 and 4/21; 12 noon, OPS | Valan |
| <u>Staff Development Committee</u> - promotes professional and personal growth opportunities for all staff of ISD 152. | Assistant Superintendent | Two times/year: 10/16 @ 12:15 p.m. and 4/9 @12:00p.m., OPS | Bjorklund/Stone |
| <u>Teacher Evaluation Committee</u> - establishes specific procedures which comply and are consistent with MN laws and State Board of Teaching requirements. | Assistant Superintendent Human Resources/Operations Dehmer | Year around, as needed | Bjorklund/ <u>Gloe</u> |
| <u>District Title I Parent Advisory Committee</u> - assists in reviewing Title I and other federal programs. | Assistant Superintendent Learner Support Services Borgeson | Three times/year: TBD | Steffes |

COMMUNITY COMMITTEES: These are committees that are not under the full jurisdiction of the school district and/or are shared with other entities and organizations. Representatives are appointed by the School Board, administration or both as appropriate.

| | | | |
|--|-------------------------------|--|-----------------------------|
| <u>Clay County Joint Powers Collaborative Governance Board</u> - works in partnership with families and communities to enhance opportunities to improve child health | Clay County Carolyn Strnad | Meets twice annually (Fall and Spring) and four times/year: TBD | Steffes/ Bjorklund, Alt. |
|--|-------------------------------|--|-----------------------------|

and development, reduce barriers to adequate school performance, improve family functioning, enhance self esteem, and develop general employment skills.

Joint Powers Committee - share resources for special projects and cooperatively make recommendations to local boards and councils.

(Rotates between school districts & cities of Mhd. & Dilworth, Clay County & Mhd. Township)

1st Thursday/mo. (Sept.-May)
except April: 9/10, 10/1, 11/5, 12/3,
1/7, 2/4, 3/4, 4/8, and 5/6; 7 a.m., TBD

Steffes/ Bjorklund

Moorhead Schools Legacy Foundation - to create an endowment to address the needs of students currently in the school district and to support the schools in the future.

Superintendent Lunak

2nd Tuesday/mo.: 9/8, 10/13, 11/10
12/8, 1/12, 2/9, 3/9, 4/13, 5/11 and
6/8; 7 a.m., OPS

Bjorklund
Valan, Alt.

ADOPT-A-SCHOOL AND SCHOOL BUILDING INFORMATION: The following is Adopt-a-School representative information and Parent-Teacher Advisory Council meeting information.

| <u>SCHOOL BUILDING</u> | <u>PTAC PRESIDENT(S)/PHONE #</u> | <u>MEETING-DATE/TIME/LOCATION</u> | <u>BOARD LIAISON</u> |
|-------------------------------|--|---|-----------------------------|
| Dorothy Dodds Schools | Michelle Dorsey 228 1st St S Sabin, MN 56580 701/610-0985 smdorsey@midco.net | 2nd Thursday/mo.: 9/10, 10/8, 11/12, 12/10, 1/14, 2/11, 3/11, 4/8 and 5/13; 6:30 p.m., Media Center | Steffes |
| Ellen Hopkins School | Jennifer Voeltz 214 37th Ave S 612/799-2343 jennyvoeltz@gmail.com | 1st Tuesday/mo. (except Nov.): 9/1, 10/6, 11/TBD, 12/1, 1/5, 2/2, 3/2, 4/6 and 5/4; 6:30 p.m., Media Center | Vogt |
| Robert Asp School | Katie Hasbargen 3818 85th Ave N 701/238-7210 khasbargen@hotmail.com | 2nd Tuesday/mo.: 9/8, 10/13, 11/10, 12/8, 1/12, 2/9, 3/9, 4/13 and 5/11; 6:30 p.m., Media Center | Valan |
| S.G. Reinertsen School | Thayla Price 4318 10th St S 218/329-8454 thprice5@gmail.com | 2nd Tuesday/mo.: 9/8, 10/13, 11/10, 12/8, 1/12, 2/9, 3/9, 4/13, 5/11; 6:30 p.m., Media Center | Bjorklund |

| | | | |
|--------------------------------|---|---|-----------|
| Horizon Middle School | Andrea Larson 3128 9th Ave S 805/558-0767 andrea_larson03@yahoo.com | 3rd Tuesday/mo.: 9/15, 10/13, 11/10, 12/15, 1/19, 2/16, 3/16, 4/20, 5/18; 6:30 p.m., Media Center | Stone |
| Moorhead High School | TBD | 1st Monday/mo., four times/year: 10/5, 12/1, 2/1 and 4/5; 6:30 p.m., Conf. Room 201 | Bjorklund |
| Red River Area Learning Center | N/A | Family Nights: 10/18, 11/19, 12/17, 3/18, 4/22, and 5/20; 5:30-7:30 p.m., RRALC | Stone |

SCHOOL BOARD COMMITTEES: The School Board has determined these committees are needed to fulfill specific board functions.

| <u>COMMITTEE NAME/PURPOSE</u> | <u>DEPT/NAME RESPONSIBLE</u> | <u>MEETING-DATE/TIME/LOCATION</u> | <u>BOARD LIAISON(S)</u> |
|---|-------------------------------------|--|---------------------------------|
| <u>Executive Finance Committee</u> - focuses on school district financial planning. | Superintendent Lunak | Four times/year or as determined; PCE | Bjorklund/Vogt |
| <u>MSBA Legislative Liaison</u> - develops recommendations for district's legislative program. | Superintendent Lunak | Year around, as needed | Valan/Gloe |
| <u>Negotiations and Grievance Committee</u> - serves as liaison to other Board members during the negotiation process and also serves on the committee for a grievance. | Superintendent Lunak | Year around, as needed; PCE | Bjorklund/Gloe Steffes, Alt. |



MOORHEAD
AREA PUBLIC SCHOOLS

Office of Superintendent
Memo S.21.98R

TO: School Board

FROM: Dr. Brandon M. Lunak, Superintendent

DATE: 12/28/2020

RE: Official Depositories

The following depositories are recommended for approval: US Bank & Trust, Wells Fargo Bank & Trust, Ameritrade, Bremer Bank, Bell Bank & Trust, Gate City Bank, Northwestern Bank, Valley Premier Bank, Vision Bank, First International Bank & Trust, Affinity Plus Federal Credit Union, Central MN Credit Union, and Minnesota District Liquid Asset Fund Plus.

Bonds are handled by Ameritrade and US Bank & Trust Corporations within Wells Fargo Bank-Minneapolis.

Suggested Resolution: Move to designate the school district official depositories as presented.

Moved by:
Seconded by:
Comments:

BL:dmb



MOORHEAD
AREA PUBLIC SCHOOLS

Office of Superintendent
Memo S.21.99R

TO: School Board

FROM: Dr. Brandon M. Lunak, Superintendent

DATE: 12/28/2020

RE: Legal Services

The school district has historically obtained legal services on a time and material basis. Therefore, the administration recommends authorizing the administration to obtain legal services on a time and material basis.

Suggested Resolution: Move to approve obtaining legal services on a time and material basis.

Moved by:
Seconded by:
Comments:

BML:dmb



MOORHEAD
AREA PUBLIC SCHOOLS

Office of Superintendent
Memo S.21.100R

TO: School Board

FROM: Dr. Brandon M. Lunak, Superintendent

DATE: 12/28/2020

RE: Designated Official Newspaper

Administration recommends *The Extra* be designated as the school district's official newspaper for the 2021 and 2022 school years.

Suggested Resolution: Move to designate *The Extra* as the school district's official newspaper for the 2021-2022 school years.

Moved by:
Seconded by:
Comments

BL:dmb



MOORHEAD
AREA PUBLIC SCHOOLS

Office of Superintendent
Memo S.21.104C

TO: School Board

FROM: Dr. Brandon M. Lunak

DATE: 12/28/2020

RE: December 14, 2020, Regular Meeting Minutes and December 14, 2020, Special Meeting Minutes

Attached please find the December 14, 2020, School Board Regular Meeting minutes and December 14, 2020 Special Board Meeting Minutes for your review.

Suggested Resolution: Move to approve the December 14, 2020, Regular School Board Meeting and December 14, 2020, Special Meeting Minutes as presented.

BL:dmb

ATTACHMENTS:

| Description | Type |
|---|------------|
| 12.14.20 Regular Meeting Minutes | Cover Memo |
| 12.14.20 Special School Meeting Minutes | Cover Memo |

**REGULAR MEETING
SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT 152
MAPS OPERATIONS CENTER
December 14, 2020**

CALL TO ORDER AND ROLL CALL: Chair Bjorklund called the meeting to order at 6:00 p.m., requested board member roll call, and led everyone in attendance with the Pledge of Allegiance.

Members present remotely: Kara Gloe, Rachel Stone, and Keith Vogt

Members present: Casidy Bjorklund, Melissa Burgard, Scott Steffes, and Matt Valan.

PREVIEW OF AGENDA: Superintendent Lunak recommended approval of the agenda as revised. Agenda Item: Certification of Final 2020 Payable 2021 Property Tax page.

APPROVAL OF AGENDA: Steffes moved, seconded by Valan, to approve the agenda as revised.

Motion carried 7-0.

Roll Call vote: Bjorklund-yay, Burgard-yay, Steffes-yay, Valan-yay, Gloe -yay, Stone-yay, and Vogt-yay.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: (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.)

Mark Demers, 4838 6th St. so. submitted his public comment electronically and was read by the school board secretary. Mark Demers, thanked the administration and the school board for the difficult decisions, the work, you are doing for the children of this community.

Demers stated he believes it's time to start a dialog about the MHS Senior Class of 2021. Due to the pandemic to date, they have had 7 in-person school days, not 7 months like last year's Sr. class.

He asked: What is the School Board and Administration going to do to get this class back into school and when? He asked consideration be given to begin the transition back into the buildings to start with the MHS Class of 2021 into some type of hybrid model, 1 day per week, 2 days per week, etc. as soon as possible. He believes the senior class has earned the right to be singled out. The mission of Moorhead Area Public Schools is to develop the maximum potential of every learner to thrive in a changing world, he asked that the focus be on the MHS Class of 2021.

**REGULAR MEETING
SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT 152
MAPS OPERATIONS CENTER**

December 14, 2020

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CONSENT AGENDA: Burgard moved, seconded by Stone to approve the Consent Agenda as follows: Minutes, Claims, Family Medical Leave, Leave of Absence, Change in Contract, Resignations, Retirement, New Employees, comparable Worth, and Government Account Standards, Board (GAB) Post Employment Benefit Valuation Reports Under GASB 73, 74, and 75.

Motion carried 7-0

Roll Call vote: Bjorklund-yay, Burgard-yay, Steffes-yay, Valan-yay, Gloe-yay, Steffes-yay, and Vogt-yay.

CERTIFICATION OF FINAL 2020 PAYABLE 2021 PROPERTY TAX LEVY: Kristin Dehmer, executive director of human resources and operations, reviewed and discussed the 2020 Payable 2021 Property Tax Levy, the current year's budget, and the levy certification to be adopted by the School Board at the December 14, 2020, School Board Meeting. The total amount to be levied and certified is \$23,605,717.60. Public comment was allowed at the meeting. No one commented. Valan thanked the business staff for their work and presentation.

Valan moved, seconded by Gloe to approve the certification of the final 2020 Payable 2021 Property Tax Levy in the amount of \$23, 605,717.60.

Motion carried 7-0.

Roll Call Vote: Bjorklund-yay, Burgard-yay, Steffes-yay, Valan-yay, Gloe-yay, Steffes-yay, and Vogt-yay.

CUSTODIAL MASTER AGREEMENT: Kristin Dehmer, executive director of human resources and operations, reviewed and discussed the new two-year master agreement for the Custodial Unit that was negotiated for the period of July 1, 2020, through June 30, 2020. Dehmer reviewed language changes, cost, and percentage increases of the contract.

Steffes moved, seconded by Stone to approve the Custodial Master Agreement for 2020-2022 as presented with the cost as follows:

| Year | Cost | Percentage Increase |
|---------|----------|---------------------|
| 2020-21 | \$97,821 | 4.08% |

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| | | |
|---------|-----------|-------|
| 2021-22 | \$86,451 | 3.46% |
| TOTAL | \$184,272 | 7.54% |

Motion carried 7-0.

Roll Call Vote: Bjorklund-yay, Burgard-yay, Steffes-yay, Valan-yay, Gloe-yay, Steffes-yay, and Vogt-yay.

RESOLUTION ACCEPTING DONATIONS: Kristin Dehmer, executive director of human resources and operations, presented to the board the donations given to Moorhead Area Public Schools from the following donors: Linda and Duane Olschager, Subaru of America, Curtis Hovde, Melinda Rud, F-M Truck Sales, LLC, and Salem Church.

Burgard moved, seconded by Gloe to accept the donations as presented and direct administration to send a thank you.

Motion carried 7-0.

Roll Call Vote: Bjorklund-yay, Burgard-yay, Steffes-yay, Valan-yay, Gloe-yay, Steffes-yay, and Vogt-yay.

**RESOLUTION ESTABLISHING COMBINED POLLING PLACES FOR MULTIPLE
PRECINCTS AND DESIGNATING HOURS DURING WHICH THE POLLING
PLACES WILL REMAIN OPEN FOR VOTING FOR SCHOOL DISTRICT**

ELECTIONS NOT HELD ON THE DAY OF A STATEWIDE ELECTION: Dr. Brandon Lunak, Superintendent presented the resolution for Independent School District No. 152 to establish combined polling places for those elections in which no other election is being held within the school district. Minnesota Statutes Section 205A.11 require school boards to annually designate, by resolution, combined polling places for stand-alone school district elections held in the following calendar year.

Vogt moved, seconded by Stone to approve the Resolution Establishing Combined Polling Places for Multiple Precincts and Designating Hours during which Polling Places will remain open for voting for School District Elections not held on the day of a Statewide election as presented.

Motion carried 7-0.

**REGULAR MEETING
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Roll Call Vote: Bjorklund-yay, Burgard-yay, Steffes-yay, Valan-yay, Gloe-yay, Steffes-yay, and Vogt-yay.

FIRST READING OF POLICIES: Dr. Brandon Lunak, Superintendent and the school board conducted the first reading of policies; 102 State and Federal Law Prohibiting Discrimination, 221 School Board Development, Adoption, and Implementation of Policies, 232 Health Insurance Committee, 233 Policy Review Committee, 236 Activities Advisory Committee, 239 Parent Organization/Booster Clubs, 301 School District Administration, 303 Records Retention, 401 Equal Employment Opportunity, 402 Grievance Procedures for Equal Opportunity.

COMMITTEE REPORTS: Brief reports were heard on Hopkins PTAC, S.G. Reinertsen PTAC, Technology Committee, Citizen Finance Committee, ICAC Committee, Policy Review Committee, Incident Command, and Moorhead Schools Legacy Education Foundation.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Vogt due to conflict with another PTAC meeting scheduled at the same time Bjorklund will attend SGR PTAC meetings as the board representative. Valan asked consideration be given to creating an FAA Ag Class within the overall plan of the Career Academy.

ADJOURNMENT: Chair Bjorklund adjourned the meeting at 6:57 p.m.

School Board Clerk

**SPECIAL MEETING
SCHOOL BOARD
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CALL TO ORDER AND ROLL CALL: Chair Bjorklund called the meeting to order at 3:00 p.m., requested board member roll call, and led everyone in attendance with the Pledge of Allegiance.

Members present: Cassidy Bjorklund, Scoot Steffes, and Melissa Burgard

Members present remotely: Kara Gloe, Keith Vogt, and Rachel Stone (joined at 3: 03 p.m.)

Member Absent: Matt Valan

PREVIEW OF AGENDA: Superintendent Lunak recommended approval of the agenda as presented.

APPROVAL OF AGENDA: Steffes moved, seconded by Burgard, to approve the agenda as presented.

Motion carried 6-0.

Roll Call vote: Bjorklund - yay, Burgard - yay, Gloe - yay, Stone - yay, Steffes - yay, Vogt - yay

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: (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.) None

2020-2025 MOORHEAD AREA PUBLIC SCHOOLS STRATEGIC PLAN: Gail Gilman presented to the board the 2020-2025 Moorhead Area Public School Strategic Plan. The 2020-2025 MAPS Strategic Plan is a comprehensive, long-term plan which defines the district's beliefs, mission, vision, goals, and objectives to support and improve teaching, student learning, and achievement for all student groups. The plan is the board's visionary roadmap for governing while focusing on student achievement.

Gilman guided the School Board and Strategic Planning Committee, made up of community members, through a six-month planning process to assess the current status of the School district and to develop a strategic plan for the district's future. The strategic planning process included surveys, listening sessions, developing foundational items (Beliefs, Mission, Vision), and identifying future goals and objectives which have become the foundation of the school district's strategic plan.

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Gilman reviewed the final Moorhead Area Schools Strategic Plan; the focus areas, goals, and objectives, the Strategic Governance Framework, and Board Governance Model.

Board Discussion followed: the board thanked all community members who served on the Strategic Planning Committee and for the administration to send a copy to all committee members the finished plan and to post the MAPS Plan-on-a-Page on the district website.

Steffes moved, seconded by Vogt to approve the 2020-2025 Moorhead Area Public Schools Strategic Plan as presented.

Motion carried 6-0.

Roll Call Vote: Steffes-yay, Vogt-yay, Bjorklund-yay, Burgard-yay, Gloe-yay, and Stone-yay.

MSBA SCHOOL BOARD SELF-EVALUATION: Gail Gilman of MSBA reviewed the School Board Self-Evaluation (SBSE) results with the School Board. The SBSE results reflect the collective responses of the board team (board members and superintendent). The results built a profile of the board's work in the five standards (conduct and Ethics, Vision, Structure, Accountability, Advocacy, and Communication) of board practice to support student achievement.

Gilman also assisted in identifying board team goals, the Board's role in working with the Superintendent in setting Superintendent Goals, and discussed the alignment of district goals from the Strategic Plan with the board and Superintendent Goals. The SBSE will be done on an annual basis.

Board discussion followed regarding annual assessment, goal setting, using Strategic Plan for visionary work, and opportunity to advocate communication with feedback from the community.

FISCAL YEAR 2020 AUDIT OF INDEPENDENT SCHOOL DISTRICT NO. 152:

Courtney Richman of Eide Bailly LLP presented the district's audit report for the fiscal year ending June 30, 2020. Highlights of the audit were the District received a "clean" audit opinion based on audit work, on whether the financial statements were prepared in accordance with GAAP, free from material misstatement, and fairly presented. Audit of Federal Funds the district received an unmodified opinion on compliance for the major federal awards programs report. Richman reviewed the cash and investments over the past ten years, the General Fund; budget to

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actual in revenues, expenditures, and the end of year fund balance. Also discussed were General Fund Revenues by source, and object, Changes in Fund Balances, Fund Balance Categories; Nonspendable, Restricted, Committed, Assigned, and Unassigned Fund Balances. Other fund balances discussed were the Community Service Fund, Food Service Fund, and the Debt Service Fund.

Board discussion followed. The board thanked the business department staff and Eide Bailly LLP for their work.

Steffes moved, seconded by Burgard to accept the fiscal year 2020 school district audit report as presented by Eide Bailly LLP.

Motion carried 6-0.

Roll Call Vote: Steffes-yay, Burgard-yay, Bjorklund-yay, Gloe-yay, Stone-yay, Vogt-yay.

ADJOURNMENT: Chair Bjorklund adjourned the meeting at 4:36 p.m.

School Board Clerk



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.21.105C

TO: Dr. Brandon Lunak, Superintendent

FROM: Kristin Dehmer, Executive Director of Human Resources and Operations

DATE: 12/28/2020

RE: Medical Leave

The administration requests the approval of the Family/Medical leave for the following people:

Kim Stadsvold

Lunchroom Supervisor, Dorothy Dodds Elementary, medical leave (non-FMLA) beginning November 19, 2020 through January 31, 2021.

Danni Tack

Paraprofessional, High School, medical leave (non-FMLA) beginning December 10, 2020 through January 22, 2021.

Mario Valdez

Paraprofessional, High School, medical leave (non-FMLA) beginning December 14, 2020 through December 18, 2020.

Halat Brifki

Lunchroom Supervisor, S. G. Reinertsen Elementary, medical leave (non-FMLA) beginning December 18, 2020 through January 29, 2021.

Eng Nguyen

Paraprofessional, Horizon Middle School West Campus, medical leave (non-FMLA) beginning January 4, 2021 through January 12, 2021.

Maggie Thoreson

Teacher, Ellen Hopkins Elementary, medical leave (FMLA) beginning January 21, 2021 through March 7, 2021.

Chandi Borgen

Sign Language Interpreter, Robert Asp Elementary, family medical leave (non-FMLA) beginning February 27, 2021 through approximately April 9, 2021.

Lindsey Holten

Teacher, Horizon Middle School East Campus, family medical leave (FMLA) beginning March 18, 2021

through June 4, 2021.

Suggested Resolution: Move to approve the medical leaves for Kim Stadsvold, Danni Tack, Mario Valdez, Halat Brifki, Eng Nguyen, Maggie Thoreson, Chandi Borgen and Lindsey Holten as presented.

KLD:jal



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.21.108C

TO: Dr. Brandon Lunak, Superintendent

FROM: Kristin Dehmer, Executive Director of Human Resources and Operations

DATE: 12/29/2020

RE: Leave of Absence

The administration requests approval of the Leave of Absence for the following employees:

Kayla Knopp

Paraprofessional, Horizon Middle School East Campus, effective January 4, 2021 through April 16, 2021.

Suggested Resolution: Move to approve the Leave of Absence for Kayla Knopp as presented.

KLD:kre



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.21.109C

TO: Dr. Brandon Lunak, Superintendent

FROM: Kristin Dehmer, Executive Director of Human Resources and Operations

DATE: 12/29/2020

RE: Change in Contract

The administration requests the Change in Contract for the following employee:

Jose Rodriguez

Nigh Lead Custodian, Ellen Hopkins Elementary School to Head Custodian, Robert Asp Elementary School, C11 (3) \$23.24 per hour, effective December 21, 2020 (replaces Kevin Kernosky).

Rick Kraft

Maintenance, District, to Supervisor, Property Services, Operations Center, D63 (10) \$94,337.00 effective January 1, 2021 (new position per staffing plan).

-
Suggested Resolution: Move to approve the Change in Contract for Jose Rodriguez and Rick Kraft as presented.

KLD:kre



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.21.107C

TO: Dr. Brandon Lunak, Superintendent

FROM: Kristin Dehmer, Executive Director of Human Resources and Operations

DATE: 12/29/2020

RE: Resignations

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

Carolyn Edwards

Food Server, Horizon Middle School West Campus, effective December 14, 2020.

Suggested Resolution: Move to approve the resignation of Carolyn Edwards as presented.

KLD:kre



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.21.106C

TO: Dr. Brandon Lunak, Superintendent

FROM: Kristin Dehmer, Executive Director of Human Resources and Operations

DATE: 12/29/2020

RE: New Employees

The administration requests the approval of hiring the following new employees subject to satisfactory completion of federal and state statutes and district requirements:

Luke England

Behavior Interventionist, Ellen Hopkins Elementary School, NA10 (8) \$33.02 per hour, 8 hours per day, effective January 4, 2021 (replaces Terra Becker).

Jenna Jacobs

Social Media and Digital Communications Intern, Operations Center, \$14.50 per hour, 15 hours per week, effective January 4, 2021 (replaces Hattie Gompf).

Suggested Resolution: Move to approve the employment of Luke England, and Jenna Jacobs as presented.

KLD:kre



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.21.104C

TO: Dr. Brandon M. Lunak, Superintendent

FROM: Kristin L. Dehmer, Executive Director of Human Resources and Operations

DATE: 12/22/2020

RE: Resolution Directing Administration to Make Recommendations for Reduction in Programs and Positions and Reasons Therefore

Please consider the attached resolution directing the administration to make recommendations to the School Board for the discontinuance and reduction of education programs and positions as needed to reduce expenditures as a result of changing enrollment and financial limitations.

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

Suggested Resolution: Move to direct the administration to recommend reductions in programs as needed to reduce expenditures as a result of changing enrollment and financial limitations.

KLD:tra

ATTACHMENTS:

| Description | Type |
|--------------|------------|
| □ Resolution | Cover Memo |

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION DIRECTING THE ADMINISTRATION TO MAKE
RECOMMENDATIONS FOR REDUCTIONS IN PROGRAMS AND
POSITIONS AND REASONS THEREFOR.**

* WHEREAS, the financial condition of the school district dictates that the school board must reduce expenditures immediately, and

** WHEREAS, there has been a reduction in student enrollment, and,
WHEREAS, this (reduction in expenditure*) and (decrease in student enrollment**) must include discontinuance of positions and discontinuance or curtailment of programs, and

WHEREAS, a determination must be made as to which teachers' contracts must be terminated and not renewed and which teachers may be placed on unrequested leave of absence without pay or fringe benefits in effecting discontinuance of positions,

BE IT RESOLVED, by the School Board of Independent School District No. _____, as follows:
That the School Board hereby directs the Superintendent of Schools and administration to consider the discontinuance of programs or positions (to effectuate economies in the school district and reduce expenditures*) and, (as a result of a reduction in enrollment**), make recommendations to the school board for the discontinuance of programs, curtailment of programs, discontinuance of positions or curtailment of positions.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following

voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

NOTE:

* To be used where decrease in expenditures is reason.

** To be used where decrease in enrollment is reason.



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.21.110C

TO: Dr. Brandon Lunak, Superintendent

FROM: Kristin Dehmer, Executive Director of Human Resources and Operations

DATE: 12/29/2020

RE: Affiliation Agreement with Minnesota State University Moorhead, Social Work

Attached is the agreement for Field Experiences with Minnesota State University Moorhead and Moorhead Area Public Schools to serve as a field and clinical experiences placement center for Social Work students. Terms of this agreement shall be for the period of January 11, 2021 through May 4, 2021. Moorhead Area Public Schools Policy 921 supports the agreements with universities and colleges to provide Student Training Experience/Internship.

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

Suggested Resolution: Move to approve the agreement with Minnesota State University Moorhead as presented.

KLD:kre

ATTACHMENTS:

| Description | Type |
|--|-----------------|
| □ Affiliation Agreement MSUM Social Work | Backup Material |

MEMORANDUM OF AGREEMENT
STUDENT TRAINING EXPERIENCE/INTERNSHIP

STATE OF MINNESOTA
MINNESOTA STATE
Minnesota State University Moorhead

MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State, on behalf of Minnesota State University Moorhead, Moorhead, MN, and Moorhead Public Schools ("the Facility"), located in Moorhead ("City"), MN ("State"). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the Facility.

A. THE PARTIES UNDERSTAND THAT:

1. The College/University has a(n) Social Work Program for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Facility to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. The College/University agrees to:

- a. Make arrangements with the Facility for a training experience at the Facility that will support the student's occupational goals and meet any applicable Program requirements.
- b. Make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Facility, as needed.
- c. Discuss with the Facility any problems or concerns arising from the student's participation.
- d. Notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
- e. Keep any necessary attendance and progress records as set forth in the College/University attendance policy.
- f. Assist in the evaluation of the student's performance in the training experience.

2. The Facility agrees to:

- a. Cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
- b. Consult with the College/University about any difficulties arising at the Facility's training site that may affect the student's participation.
- c. Assist in the evaluation of the student's performance and provide time for consultation with the College/University concerning the student, as needed.
- d. Sign the weekly work report to verify the student's attendance.

3. LIABILITY

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

4. TERM OF AGREEMENT

This Agreement is in effect from January 11 (Month/day), 20 21 (Year) Or when fully executed, and shall remain in effect until MAY 4 (Month/day), 20 21 (Year). This Agreement may be terminated by giving at least seven (7) days advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

Revised 3/2010

Minnesota State University Moorhead is part of the Minnesota State Colleges and Universities system, and is an Equal Opportunity employer and educator.

5. **FINANCIAL CONSIDERATION**

- a. The College/University and the Facility each agree to bear their own costs associated with this Agreement and that no payment is required by either College/University or the Facility to the other party.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

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

9. **MINNESOTA GOVERNMENT DATA PRACTICES ACT**

The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ["the Act"]) that classify the College/University's written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions.

10. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Facility.

11. **NON-DISCRIMINATION**

The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs,

activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.

**AUTHORIZED FACILITY
REPRESENTATIVE**

Minnesota State Colleges and Universities
[Minnesota State University Moorhead]

Name: _____
Authorized Facility Representative

Name: _____

Title: _____

Dean: _____

Date: _____

Date: _____

AS TO FORM AND EXECUTION

By: _____
Authorized College/University signature

Title: _____

Date: _____

Revised 3/2010

Minnesota State University Moorhead is part of the Minnesota State Colleges and Universities system, and is an Equal Opportunity employer and educator.

ATTACHMENT A

Name of College/University MSUM

Name of College/University Program ("the Program") School of Social Work

Type of Training Experience/Internship Internship

Dates of Training/Internship: 1/11/2021 to 5/4/2021

Student's Name: Emily Zorn Phone #: (701)367-4869

Average number of hours to be worked by the Student each week: 32

Facility Name and Address: Moorhead Public Schools - 1201 40th Ave. S
Moorhead, MN 56560

Location where training will occur: S. G. Reinertsen Elementary
(if different from Facility's Address above)

Facility Representative's Name: Sheila Stadstad Phone #: 701-219-0070

Activities/Job tasks and skills the Student will learn:

See "SSW Activities/Expectations Form"

Tools and equipment the Student will use

See "SSW Activities/Expectations Form"

Revised 3/2010

Minnesota State University Moorhead is part of the Minnesota State Colleges and Universities system, and is an Equal Opportunity employer and educator.

STUDENT RESPONSIBILITIES

In exchange for the opportunity to participate in the training experience/ internship at the Facility, the Student agrees to:

1. Keep regular attendance and be on time, both at school and at the Facility's training site. The Student will promptly notify the Facility's training site if unable to report. The Student's placement will automatically terminate if the Student terminates his/her enrollment in the Program or is no longer enrolled as a student at the College/University.
2. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, desirable health and grooming habits, desirable/required dress and a willingness to learn; and
3. Furnish the coordinating College/University instructor with all necessary information and complete all necessary reports requested by the instructor. Submitting falsified reports is cause for immediate expulsion from the Program; and
4. Conform to all rules, regulations, and policies including health, safety, and work environment of the Facility, follow all instructions given by the Facility and always conduct myself in a safe manner; and
5. Consult with the College/University instructor/lab assistant about any difficulties arising at the Facility's training site; and
6. Be present at the Facility's training site on the dates and for the number of hours agreed upon; and
7. Not terminate his/her participation in the training experience at the Facility without first consulting with the College/University's instructor/lab assistant.

The Student also understands and agrees that:

8. placement and participation in this training experience is not employment with the College/University or Facility;
9. the Student is not covered by the College/University worker's compensation coverage; and
10. the Student will not receive any money or compensation or benefits of any kind from the College/University in exchange for his/her participation in the training experience.

The Student also understands that

11. the Facility does not promise or guarantee any future employment for the student.
12. she/he is responsible for providing his or her own health insurance and for any and all medical expenses incurred by him/her related to any injury, loss or illness sustained by him/her while participating in the training experience at the Facility.

Student's Name: Emily Zorn
(Please print)

Student's Signature: Emily Zorn

Date: 10/01/2020

Student's Parent: _____
(For students under 18) (Please print)

Parent's Signature: _____

Date: _____

Revised 3/2010

Minnesota State University Moorhead is part of the Minnesota State Colleges and Universities system, and is an Equal Opportunity employer and educator.



MOORHEAD
AREA PUBLIC SCHOOLS

**Learner Support
Services**
Memo LSS.21.01C

TO: Dr. Brandon Lunak, Superintendent

FROM: Duane Borgeson

DATE: 12/18/2020

RE: Clay County Agreement: Transporting Students in Foster Care

Attached please find the agreement which outlines the cooperation between the District and Clay County relative to the transportation of children placed in foster care.

An agreement between a school district and county is required under ESSA and this agreement explains each entities statutory requirements.

Suggested Resolution: Move to approve the transportation of children in foster care agreement with Clay County.

ATTACHMENTS:

| Description | Type |
|--|------------|
|  Foster Care Transportation | Cover Memo |

**AGREEMENT TO IMPLEMENT THE EDUCATIONAL STABILITY PROVISIONS OF
EVERY STUDENT SUCCEEDS ACT AND THE FOSTERING CONNECTIONS TO
SUCCESS AND INCREASING ADOPTIONS ACT OF 2008**

This Agreement is made by and between Independent School District No 152, Moorhead Minnesota (the "School District") and Clay County, Minnesota (the "County").

RECITALS

A. The Fostering Connections to Success and Increasing Adoptions Act of 2008, ("Fostering Connections Act") and Every Student Succeeds Act ("ESSA") require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and

B. The Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records; and

C. The Fostering Connections Act allows child welfare agencies to use Title IV-E funds for reasonable travel to the school of origin for eligible children and youth; and

D. ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children and youth in foster care to their school of origin; and

E. ESSA requires each local educational agency to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care; and

F. Such transportation must be provided promptly and in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act (codified at 42 U.S.C. § 675(4)(A)); and

G. ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

A. **“Best Interest Determination”** refers to the outcome of a process, facilitated by the County social services agency, to determine whether it is in a child or youth’s best interest to remain in the school of origin or, alternatively, transfer to a new school.

B. **“Child”** means any individual through age twenty-one who is entitled to a free public education through grade twelve and includes individuals eligible for services under the Individuals with Disabilities Education Act (“IDEA”) Parts B and C. 34 C.F.R. § 200.103(a)(1).

C. **“Foster Care”** means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions, and preadoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made. 45 C.F.R. § 1355.20(a).

D. **“Local Educational Agency”** (“LEA”) means a school district or charter school. Individual schools are part of their respective LEAs.

E. **“School of Origin”** means the school in which the student was enrolled at the time of placement into foster care. If the student’s foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the placement change.

II. POINTS OF CONTACT AND DUTIES

A. **County Point of Contact.** The County shall designate a point of contact (“POC”) for foster care matters, including the responsible individual’s name, title, email address and telephone number, and make the POC’s information available to the School District. By designating this individual as the POC, the County affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this Agreement, including:

1. Coordinating with the corresponding School District POC to implement this Agreement.

2. Participating in the development and implementation of a local best interest determination process that meets the requirements of applicable law, including ensuring all required participants are invited and all required documentation is completed.

3. Notifying the School District POC as soon as possible, but not later than two school days, when a student who attends school in the School District has been placed in foster care or when there has been a foster care placement change. If transportation will be needed to maintain

the student in the school of origin and/or when a school move is considered triggering a best interest determination process, this information shall be included in the notice.

4. Notifying the School District POC within 1 school day of the outcome of a best interest determination for a student whose school of origin is within School District, including whether the determination triggers the need to provide ongoing transportation services pursuant to this Agreement. To ensure timely and consistent communication, the County POC will send this notice even if a School District representative attended the best interest determination.

5. Notifying the School District POC within 1 school day when there has been a best interest determination that a student in foster care will transfer into a new school within School District from *another* local educational agency.

6. Serving as a secondary source, when possible, to provide educational records from the County case file to a student's new school.

7. Coordinating necessary transportation for students as described in this Agreement, including through development of any County policies or practices necessary to implement these procedures.

8. Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

B. ***School District Point of Contact.*** The School District shall designate a point of contact ("POC") for foster care matters, including the responsible individual's name, title, email address and telephone number, and make the POC's information available to the County. By designating this individual as the POC, the School District affirms that he or she has sufficient authority to fulfill the following obligations of this Agreement, including:

1. Coordinating with the corresponding County POC to implement this Agreement.

2. Ensuring participation of an individual from School District who knows the student when the County facilitates a best interest determination. The participant should be someone who is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child's life.

3. Documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students' educational needs.

4. Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within School District.

5. Facilitating immediate enrollment for students in foster care who enter a school within School District.

6. Promptly requesting education records from the school of origin for students in foster care who enter a school within School District.

7. Ensuring that students in foster care are promptly enrolled in School District's free lunch program. *See* 42 U.S.C. § 1758(b)(5) (establishing categorical eligibility for free lunch for students in foster care).

8. Facilitating data sharing with the County consistent with the Family Educational Rights and Privacy Act ("FERPA"), the Minnesota Government Data Practices Act ("MGDPA"), and other applicable privacy laws and policies.

9. Coordinating necessary transportation for students as described in this Agreement.

10. Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

III. BEST INTEREST DETERMINATIONS

A. ***Responsibility for Determining Best Interest.*** The County is the entity responsible for determining whether it is in a student's best interest to remain in the school of origin, with input from School District. The County shall engage School District in this process, and School District shall endeavor to provide input from a representative who knows the student.

It is presumed to be in a student's best interest to remain in the school of origin with transportation provided. Therefore, if no school move is ever considered, a best interest determination is unnecessary. If School District believes a school move should be considered, and the County has not already initiated the best interest determination process, then the School District POC may send a written request for a best interest determination to the County POC. The County must then facilitate a best interest determination process.

In the event the juvenile court makes a best interest determination (which may or may not be consistent with a determination already made by the County), the juvenile court's orders are the final determination.

B. ***Best Interest Factors.*** When considering placement, the following best interest factors should be considered:

1. The student's age;
2. The school attended by the student's siblings;
3. The length of time a student is expected to remain at the current placement and the possible location of housing intended to be long-term;

4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time;
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the student's foster care parent(s) or current placement provider;
6. School stability and educational continuity;
7. Time remaining in the academic year;
8. Personal safety, attendance, academic progress and social involvement of the student in the current school;
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion

C. ***Timing and Outcome of Best Interest Determination.*** The best interest determination must be made prior to a change in schools.

The outcome of a best interest determination can be:

1. It is in the student's best interest to remain in the school of origin, and a transportation plan is not necessary;
2. It is in the student's best interest to remain in the school of origin, and a transportation plan is necessary; or
3. It is in the student's best interest to change schools. The new school and date for transfer must be identified. A determination that it is in a student's best interest to change schools shall include the date when it is best for him or her to transfer, with the student continuing to attend the school of origin until that date. When a school move is necessary, it is assumed to be in a student's best interest to transition at natural academic junctures such as the end of the term but preferably at the end of a school year.

The County and the School District agree to coordinate as outlined in this Agreement to maintain students in their schools of origin unless it is determined not to be in their best interest to do so and until the designated date for transfer.

D. ***Documentation of Best Interest Determination.*** Documentation of the best interest determination shall be maintained in the County file and student's cumulative record maintained by the School District.

IV. IMMEDIATE SCHOOL ENROLLMENT

A. **Notification.** The County POC will notify the School District POC within *one school day* of a determination that it is in a student's best interest to transfer into a school within School District. This notice shall include the date designated for transfer.

B. **Immediate Enrollment.** School District will ensure the student is immediately enrolled. Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted. The enrolling school must immediately contact the school of origin to obtain relevant records.

C. **Transfers Out of the School District.** When a student transfers out of School District, School District will support that student's transition by ensuring prompt transfer of records to the new school.

V. ARRANGEMENT AND PROVISION OF TRANSPORTATION

A. **Arrangement of Transportation.** The County and the School District are jointly responsible for arranging ongoing transportation. The County POC will notify the School District POC within two school days when a student who already attends school in School District has been placed in foster care or when there has been a foster care placement change. The County POC will indicate in this notice and/or follow up communication if the student will need transportation to their school of origin under this Agreement. The County POC will also notify the School District POC within two school days should other circumstances change requiring revision to the transportation plan.

B. **School District Review.** Within two school days of being notified of the need for transportation, the School District POC will determine whether there is an existing transportation route that the student can take to the school of origin or, alternatively, whether the student is eligible for transportation under the IDEA or the McKinney-Vento Homeless Assistance Act.

C. **Development of Transportation Plan.** School District and County POCs will coordinate promptly to develop an ongoing transportation plan. Transportation may be a combination of methods as necessary for the individual situation.

1. **Child Transported on a School District Route.** If there is an existing School District transportation route, the School District POC will arrange for the child to begin riding on the existing route as soon as possible, if feasible. Feasibility considerations include, but are not limited to, length of bus ride, space available on the route and availability of any needed accommodations.

2. **Transportation Addressed through Other Means.** The School District will provide transportation funded by the School District if the child is eligible under the McKinney-Vento Homeless Assistance Act or the IDEA.

3. **Child Unable to Be Transported on Existing School District Route.** If a School District route does not exist or is not a feasible option for the child placed in foster care, the

School District will coordinate with the County to determine the most appropriate, efficient and cost-effective means of transportation. The means of transportation could include use of School District vehicles, public transportation, transportation by foster care providers, or a combination of any of the foregoing.

4. ***Child Residing in Foster Care Outside of the School District.*** If the child is residing in a foster care placement outside of School District boundaries, but is attending school within the School District, the School District will coordinate with the County to determine the most appropriate, efficient and cost-effective means of transportation. The means of transportation could include use of School District vehicles, public transportation, transportation by foster care providers, or a combination of any of the foregoing.

5. ***Child Placed in Foster Care in the School District But Attending School Outside the School District.*** The County and the school district where the child attends are expected to make arrangements for transportation and the associated costs. The School District shall have no responsibility to coordinate or pay for the transportation of such child.

VI. FINANCIAL RESPONSIBILITY FOR TRANSPORTATION

A. ***Child Transported on a School District Route/Transportation Addressed Through Other Means.*** The School District shall bear the cost of transportation for a child transported under Section V, C 1 and C 2, except as provided in applicable law.

B. ***Child Unable to Be Transported on Existing School District Route.*** If a School District route does not exist or is not a feasible option for the child placed in foster care, the cost of transporting the child shall be shared equally between the School District and the County.

C. ***Child Residing in Foster Care Outside of the School District.*** If the child is residing in a foster care placement outside of School District boundaries, but is attending school within the School District, the cost of transporting the child shall be shared equally between the School District and the County.

D. ***Child Placed in Foster Care in the School District But Attending School Outside the School District.*** The County and the school district where the child attends are expected to make arrangements for transportation and the associated costs. The School District shall have no responsibility to pay for the transportation of such children.

E. ***Invoicing and Payment for Transportation Subject to Cost Sharing.*** For those transportation arrangements in which the County and the School District will share equally in the cost, the School District will submit itemized invoices to the County POC on a quarterly basis. The invoices will detail each trip provided for by the School District, the total time for each trip and the associated charge. The County shall promptly remit payment to the School District, but not later than 30 days of receipt of the invoice(s).

VII. DISPUTE RESOLUTION

A. ***Written Notice; Resolution Conference.*** In the event a dispute arises between the County and the School District regarding this Agreement, the objecting party shall provide written notice to other party with a detailed explanation of the problem. The recipient of the written notice shall review the notice and explanation and provide a written response to the objecting party not later than five (5) business days following receipt of the written notice. If the objecting party remains unsatisfied with response or proposed resolution, the objecting party may request, not later than five (5) business days after receiving the response, that representatives of the County and the School District meet for a resolution conference which may include a mutually agreeable mediation paid for by the parties in equal shares. The meeting shall occur not later than five (5) business days after the resolution conference is requested. If the dispute remains unresolved following the resolution conference, the disagreement shall be resolved by the Minnesota Department of Education or, at the option of either party, a court of competent jurisdiction.

B. ***Transportation Obligations During the Pendency of a Dispute.*** To the extent feasible and appropriate, the child will remain in his or her school of origin while a dispute between the parties is pending, but the transportation costs shall be divided equally between the School District and the County.

VIII. MISCELLANEOUS PROVISIONS

A. ***Term of Agreement.*** This Agreement shall commence on the date it is fully executed by the parties and shall continue indefinitely until either party seeks to amend.

B. ***No Private School Obligations.*** This Agreement shall not apply to children in foster care whose school of enrollment when they entered foster care is not a public school. This Agreement imposes no obligation to provide transportation to attend the nonpublic school, unless the School District is required by other applicable law (apart from ESSA or the Fostering Connections Act) to provide such transportation.

C. ***Termination of Foster Care; Effect on Transportation.*** This Agreement shall cease to apply once a child is no longer in foster care, but the School District and the County shall, if requested by the child's parent or guardian, unless otherwise agreed-to by the parties, permit the child to continue to attend the school the child was attending upon his or her exit from foster care, until the next break in instruction (i.e. end of the quarter, end of the semester, end of the school year). Transportation costs incurred from the time the child exits foster care, to the time the child disenrolls from the School District shall be divided equally between the School District and the County.

D. ***Indemnification.*** To the extent permitted by law, the County shall defend, indemnify and hold harmless the School District, its school board, officers, administrators, and employees, against all suits, demands, causes of action, liabilities, or claims for injury or damages of whatever nature, arising out of or related to the County's performance, or failure to adequately perform, the terms of this Agreement, provided, however, that such indemnification shall not extend to injury or damage caused by the negligence or intentional acts of the School District, its officers, administrators, employees, and agents. To the extent permitted by law, the School District shall

defend, indemnify and hold harmless the County, its board of commissioners, officers, administrators, and employees, against all suits, demands, causes of action, liabilities, or claims for injury or damages of whatever nature, arising out of or related to the School District's performance, or failure to adequately perform its obligations under this Agreement, provided, however, that such indemnification shall not extend to injury or damage caused by the negligence or intentional acts of the County, its officers, administrators, employees, and agents. The parties' obligations under this paragraph shall survive the expiration or earlier termination of this Agreement.

E. ***Independent Contractor; No Partnership or Agency Created.*** The County and the School District shall be and act as independent contractors under this Agreement and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties.

F. ***Information Sharing and Confidentiality.*** Consistent with the requirements of FERPA and the MGDPA, the School District will provide education data to the County relating to children in foster care. The County will re-disclose information only as provided in FERPA and the MGDPA and only to the extent necessary to address the student's educational needs.

G. ***No Oral Waiver.*** No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned use party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

H. ***Entire Agreement/Modifications/Applicable Law.*** This Agreement contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with Minnesota law, and applicable federal laws.

I. ***Authority.*** School District and the County represent to each other that the persons signing this Agreement are duly authorized and have legal capacity to execute and deliver this Agreement.

J. ***Severability.*** In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement shall be deemed to have never been included therein and the balance of this Agreement shall continue in effect in accordance with its term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

[SIGNATURES TO FOLLOW]

INDEPENDENT SCHOOL DISTRICT
NO.

Dated: _____, 2019

By: _____
Board Chair

Dated: _____, 2019

By: _____
Clerk

COUNTY OF CLAY
STATE OF MINNESOTA

COUNTY OF CLAY
BOARD OF COMMISSIONERS

Dated: 10/27, 201⁹₉

By: Frank Gross
Chair

ATTEST:

Dated: 10/27, 201⁹₉

By: Steph Jann
County Administrator



MOORHEAD
AREA PUBLIC SCHOOLS

Office of Superintendent
Memo SB.21.001R

TO: School Board

FROM: Cassidy Bjorklund, Chair

DATE: 12/28/2020

RE: Superintendent Contract for 2021-2024

A new three-year Superintendent Contract was negotiated for the period of July 1, 2021 through June 30, 2024.

Language changes were made to the following Articles of the policy:

Article VI, Section 2. Vacation
Update Vacation Language

Article VII, Section 2. Life Insurance
Update Life Insurance Language

Article VII, Section 4. In-district Travel
Update In-district Travel Language

Article X, Section I. Outside Activities
Update Outside Activities language

| <u>Year</u> | <u>Cost</u> | <u>Percentage Increase</u> |
|-------------|-------------|----------------------------|
| 2021-2022 | \$9,609.76 | 3.51% |
| 2022-2023 | \$8,081.50 | 2.86% |
| 2023-2024 | \$8,081.50 | 2.78% |
| TOTAL | \$25,772.76 | 9.16% |

Suggested Resolution: Move to approve the three-year contract of Dr. Brandon Lunak to serve as Superintendent of the Moorhead Area Public Schools beginning July 1, 2021 with costs as follows:

| <u>Year</u> | <u>Cost</u> | <u>Percentage Increase</u> |
|-------------|-------------|----------------------------|
|-------------|-------------|----------------------------|

| | | |
|-----------|-------------|-------|
| 2021-2022 | \$9,606.76 | 3.51% |
| 2022-2023 | \$8,081.50 | 2.86% |
| 2023-2024 | \$8,081.50 | 2.76% |
| TOTAL | \$25,772.76 | 9.16% |

Moved by:
 Seconded by:
 Comments:

CB:dmb



MOORHEAD
AREA PUBLIC SCHOOLS

Office of Superintendent
Memo S.21.101R

TO: School Board

FROM: Dr. Brandon M. Lunak

DATE: 12/28/2020

RE: Second Reading of Policies:

Attached please find the policies: 102 State and Federal Law Prohibiting Discrimination, 221 School Board Development, Adoption, and Implementation of Policies, 232 Health Insurance Committee, 233 Policy Review Committee, 236 Activities Advisory Committee, 239 Parent Organization/Booster Clubs, 301 School District Administration, 303 Records Retention, 401 Equal Employment Opportunity Statement, 402 Grievance Procedures for Equal Opportunity for your review. No changes have been made since the first reading on December 14, 2020.

Suggested Resolution: Move to approve policies: 102 State and Federal Law Prohibiting Discrimination, 221 School Board Development, Adoption, and Implementation of Policies, 232 Health Insurance Committee, 233 Policy Review Committee, 236 Activities Advisory Committee, 239 Parent Organization/Booster Clubs, 301 School District Administration, 303 Records Retention, 401 Equal Employment Opportunity Statement, 402 Grievance Procedures for Equal Opportunity as presented.

Moved by:
Seconded by:
Comments:

BL:dmb

ATTACHMENTS:

| Description | Type |
|---|------------|
|  Second Reading Policies | Cover Memo |

State and Federal Law Prohibiting Discrimination

| | |
|--------------------------|--|
| Type: | School Board Policy |
| Section: | 100 SCHOOL DISTRICT |
| Code: | 102 |
| Adopted Date: | 4/24/1984 |
| Revised Date(s): | 09/12/2005, 10/12/2009, 12/13/2010, 11/10/2014, 11/24/2020 |
| Reviewed Date(s): | 10/22/1990, 03/13/1995, 12/13/1999, 02/09/2004, 09/12/2005, 10/12/2009, 12/13/2010, 11/10/2014, 12/11/2017 |
| Attached Files: | No Documents Found. |

I. PURPOSE

The purpose of this policy is to establish the Moorhead Area Public Schools responsibility in complying with state and federal law regarding discrimination.

II. GENERAL STATEMENT

Moorhead Area Public Schools shall comply with federal and state law prohibiting discrimination and with the requirements imposed by or pursuant to regulations issued thereto, to the end that no person in the Moorhead Area Public Schools shall on the grounds of race, color, national origin, creed, religion, sex, marital status, age, limited English proficiency, sexual orientation, status with regard to public assistance, family care leave status, veteran status, or disability be excluded from any educational program or activity, or in employment, or recruitment, consideration, or selection, therefore, including hiring, discharge, promotion, compensation, facilities or privileges of employment, whether full time or part-time, under an educational program or activity for which the school is responsible. The Moorhead Area Public Schools also make reasonable accommodations for disabled employees and students.

Any inquiries concerning this policy may be referred to:

Office of the Superintendent
~~Probstfield Center for Education~~ MAPS Operations Center
2410 14th Street South 1313 30th Avenue South
Moorhead, MN 56560
(218) 284-3330

The school district prohibits the harassment of any individuals. For information about the types of conduct that constitute impermissible harassment and the district's internal procedures for addressing complaints of harassment, please refer to the district's policy on harassment and violence.

III. REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel who retaliates against any person who reports alleged unlawful discrimination based on race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, status with regard to public assistance, or disability toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

Legal References:

29 U.S.C. 794 *et seq.* (Section 504 of Rehabilitation Act of 1973, Title I and Title V of the Americans with Disabilities Act of 1990)

Minn. Stat. 123B.03 (Background Check)

Minn. Stat. 43A.11 (Veteran's Preference)

Title VII of the Civil Rights Act of 1964

Equal Pay Act of 1963

Age Discrimination in Employment Act of 1967

Civil Rights Act of 1991

Minn. Stat. 363 (Minnesota Human Rights Act)

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

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

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

Cross References:

Moorhead School Board Policy 401: Equal Employment Opportunity Statement

Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity

Moorhead School Board Policy 404: Employment Disability Nondiscrimination

Moorhead School Board Policy 410: Employment of Faculty and Staff

Moorhead School Board Policy 411: Veteran's Preference Hiring

Moorhead School Board Policy 501: Equal Educational Opportunity

Moorhead School Board Policy 502: Student Disability Nondiscrimination

Moorhead School Board Policy 570: Prohibition of Harassment and Violence

School Board Policy Development, Adoption, Implementation, and Review.

| | |
|--------------------------|--|
| Type: | School Board Policy |
| Section: | 200 SCHOOL BOARD |
| Code: | 221 |
| Adopted Date: | 8/27/2001 |
| Revised Date(s): | 05/11/2009, 06/14/2010, 08/09/2010, 11/10/2014, 12/11/2017, 11/24/2020 |
| Reviewed Date(s): | 10/27/2003, 05/09/2005, 04/09/2007, 11/26/2007, 05/11/2009, 06/14/2010, 08/09/2010, 11/10/2014, 12/11/2017 |
| Attached Files: | No Documents Found. |

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the Moorhead School Board to provide guidance on the ongoing structured review of policy and to clarify the responsibility of the school administration for implementation of Moorhead School Board policy.

II. GENERAL STATEMENT

A. Formal guidelines are necessary to ensure our school community and the Moorhead Area Public School system respond to its mission and operate in an effective, efficient and consistent manner. Therefore, a set of written policy statements shall be maintained and modified as needed. These policies define the desire and intent of the Moorhead School Board and are to be in a format which is sufficiently explicit to guide administrative action.

B. It shall be the responsibility of the Moorhead Area Public Schools Superintendent to implement School Board policy and to recommend additions or modifications as needed. The administration is authorized to develop guidelines and procedures to implement School Board policies. These guidelines and procedures shall not be inconsistent with said policies. These written procedures shall be reviewed along with the School Board policies they are intended to implement.

C. Employee and student handbooks shall be subject to an annual review and approval by the Moorhead School Board. Building administrators and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the Superintendent/designee to assure compliance with School Board policy before presenting to the School Board for approval.

III. DEVELOPMENT

A. The Moorhead School Board has the jurisdiction to legislate policy for the Moorhead Area Public Schools with the force and effect of law. School Board policy provides the general direction as to what the School Board wishes to accomplish while delegating implementation of the policy to administration.

B. The School Board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and procedures by the administration. The School Board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a School Board member, employee, student or resident of the school

district. Proposed policies or ideas shall be submitted to the Superintendent for review prior to possible placement on the School Board agenda.

IV. ADOPTION

A. Moorhead School Board will give notice of proposed policy changes or adoption of new policies by placing the item on the agenda for discussion at two School Board meetings. The policy changes shall be reviewed by the school district's Policy Review Committee if possible before placing them on the School Board agenda. Proposals will be distributed and School Board and public comment will be allowed at both meetings prior to final School Board action.

B. The final action taken to adopt proposed new policies or revised policies shall be by simple majority vote of the School Board subsequent to the second meeting. The policy will become effective on the date the policy is adopted or a date stated in the motion, whichever is later.

C. In case of an emergency or due to legislative, legal or state department required modifications or timelines in which the School Board has no control, a new or modified policy may be adopted by a majority vote of a quorum of the School Board. A statement regarding the need for immediate adoption of the policy shall be included in the minutes. The School Board has the discretion to determine what constitutes an emergency situation.

D. If an educational policy is modified because of a legal change over which the School Board has no control, the modified policy may be approved at one meeting at the discretion of the School Board.

V. IMPLEMENTATION

A. It shall be the responsibility of the Superintendent to implement Moorhead School Board policies, other than the policies that cover how the school board will operate. The superintendent shall and to develop administrative guidelines and procedures to provide greater specificity and consistency in the process of implementation. Employee and student handbooks shall be subject to annual review and approval of the School Board.

B. A paper copy of the policy manual will be kept and maintained by the Superintendent. Moorhead School Board members, employees, and the public will be able to access the policy manual at the school district's Web site (www.moorheadschoools.org). It shall be the responsibility of the Superintendent, School Board secretary, individual School Board members, and others designated by administration to keep the policy manuals current.

C. The School Board shall review policies at least once every three years. In addition, the School Board shall review the following policies annually: Family and Medical Leave 422, Policies Incorporated by Reference for Employees/Personnel 499, Student, Parental, Family, and Marital Status Nondiscrimination 503, Mandated Reporting of Child Neglect or Physical or Sexual Abuse 534, Maltreatment of Vulnerable Adults 535, Wellness 536, Student Discipline 551, Prohibition of Harassment and Violence 570, Bullying Prohibition 578, Policies Incorporated by Reference for Students 599, School District System Accountability 650, School District Crisis Management 710, Health and Safety 714, Student Transportation Safety 721, and Moorhead Area Public Schools Electronic Network Acceptable Use and Safety 731.

D. When no Moorhead School Board policy exists to provide guidance on a matter, the Superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the Superintendent shall advise the School Board of the need for a policy and present a recommended policy to the School Board for approval.

VI. POLICY REVIEW

The Moorhead Policy Review Committee, when possible, will review and make recommendations to current policy as they come forward for periodic review. Their recommendations will be brought forward to the School Board by the Superintendent. Administrative procedures supporting board policies will be reviewed by the administration and School Board at the second reading of the policy.

Legal References:

Minn. Stat. 123B.02 Subd. 1 (School District Powers)

Minn. Stat. 123B.09 Subd. 1 (School Board Powers)

Cross References:

Moorhead School Board Policy 201: School Board Legal Status

Moorhead School Board Policy 233: Policy Review Committee

Moorhead School Board Policy 310: School Superintendent

MSBA/MASA Model Policy 208 (Development, Adoption and Implementation of Policies)

Health Insurance Committee

Type: School Board Policy
Section: 200 SCHOOL BOARD
Code: 232
Adopted Date: 4/13/2015
Revised Date(s): 12/11/2017, 11/24/2020
Reviewed Date(s): 12/11/2017
Attached Files: No Documents Found.

I. PURPOSE

The purpose of this policy is to define the **membership and** expectations of the Health Insurance Committee **and procedures for its operation.**

II. GENERAL STATEMENT

The Health Insurance Committee is an advisory committee that focuses on review of data and trends to make recommendations regarding the district's self-funded health insurance plan, adopted by the School Board and made effective on January 1, 2014.

III. MEMBERSHIP

A. The committee is comprised of the following members:

1. Two (2) School Board members;

2. Superintendent or designee;

~~3. Assistant superintendent of finance and operations and/or accountant;~~

~~4-3.~~ Executive director of human resources **and operations;** ~~and~~

4. Director of Business Services;

5. Benefits Specialist; and

~~5-6.~~ A minimum of one (1) member of each recognized employee unit. Employee units include: administrative assistants, bus drivers, confidential administrative assistants, custodians, food services, non-aligned, paraprofessionals, principals, supervisors, teachers, and T.C.I.

B. Committee meetings will be open to the public. Meeting minutes will be available on the school district website.

C. The committee will meet monthly during the school year unless otherwise determined by the committee.

D. The assistant superintendent of finance and operations and the executive director of human resources will facilitate this committee.

IV. RESPONSIBILITIES

- A. The committee will review insurance data and recommend changes to the School Board annually or as needed.
- B. Serve the interest of the School Board and employees of the Moorhead Area Public Schools.
- C. Recommend changes to the third-party administrator based on Minn. Stat. 471.6161 and/or any information based on the needs of the district and the existing health insurance plans.
- D. Recommend the level of annual or other contributions to the self-insurance fund by the employees and district, in consultation with the insurance consultant and their work with the third-party administrator.
- E. Identify areas of increased utilization of health care plans and mitigate utilizing informational and wellness campaigns within the district.
- F. Serve as an information bridge between the school board and employees regarding the status of health care programming and premiums.
- G. Work with the School Board and insurance consultant as needed in any matters pertaining to health benefits.

Legal References:?

- Minn. Stat. 43A.24 (Public Employees Insurance Program)
- Minn. Stat. 123B.09 (Boards of Independent School Districts)
- Minn. Stat. 123B.75 (Revenue; Reporting)
- Minn. Stat. 471.6161 (Group Insurance; Governmental Units)
- Minn. Stat. 471.617 (Self-Insurance of Employee Health Benefits)
- Minn. Stat. 471.895 (Gift Ban)

Cross Reference:

Moorhead School Board Policy 536: Wellness

Policy Review Committee

| | |
|--------------------------|--|
| Type: | School Board Policy |
| Section: | 200 SCHOOL BOARD |
| Code: | 233 |
| Adopted Date: | 1/11/1977 |
| Revised Date(s): | 12/08/2008, 11/09/2015, 12/11/2017, 11/24/2020 |
| Reviewed Date(s): | 03/09/1993, 02/10/1997, 06/12/2000, 11/25/2002, 12/13/2004, 12/08/2008, 12/10/2012, 11/09/2015, 12/11/2017 |
| Attached Files: | No Documents Found. |

I. PURPOSE

The purpose of this policy is to establish a the Policy Review Committee that will ~~is to~~ engage in a systemic review of educational policies of the Moorhead Area Public Schools and make recommendations to the Moorhead School Board regarding possible changes in these policies.

II. GENERAL STATEMENT

A. Membership

The Policy Review Committee will consist of five teacher representatives generally drawn from the elementary (K-4), middle school (5-8), high school (9-12), and special education (K-12) levels, respectively and with one representative appointed by Education Moorhead; two building principals; supervisor; administrative assistant; confidential administrative assistant; non-aligned; T.C.I.; bus driver; custodian; paraprofessional; foodservice employee; administrator; Superintendent; and two School Board members. Each employee association will be responsible for choosing the representative(s) and notifying the Superintendent's office of its selection prior September 1 of each year.

Members will be appointed to a two-year term and take office in time for the first Policy Review Committee meeting of the school year.

B. Meetings

Meetings will be held at the ~~Probstfield Center for Education~~ MAPS Operations Center or virtually during the school year at times and dates determined by the committee.

Cross Reference:

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

Activities Advisory Council

| | |
|--------------------------|--|
| Type: | School Board Policy |
| Section: | 200 SCHOOL BOARD |
| Code: | 236 |
| Adopted Date: | 3/10/2003 |
| Revised Date(s): | 04/09/2007, 06/13/2011, 02/23/2015 |
| Reviewed Date(s): | 03/10/2003, 04/09/2007, 06/13/2011, 02/23/2015, 12/11/2017, 11/24/2020 |
| Attached Files: | No Documents Found. |

I. PURPOSE

The purpose of this policy is to define membership on and responsibilities of the Activities Advisory Council.

II. GENERAL STATEMENT

The purpose of the Activities Advisory Council is to review and recommend extra- and co-curricular activity policies and procedures to administration.

A. Representation on the Activities Advisory Council will consist of:

1. three to five teachers/coaches/advisors representing middle and high school activities;
2. a member from central administration;
3. a building administrator from the middle and high school levels;
4. one male and one female student involved in high school activities;
5. two to four parents/guardians representing middle and high school levels; and
6. two School Board members.

B. Members will be selected by administration and will represent areas of activities.

C. Members will become knowledgeable of Minnesota State High School League Activities and Rules, Moorhead Area Public Schools' Student Activity Eligibility Rules and Code of Conduct, and school district policies relating to hazing, prohibition of harassment, lettering, tobacco-free environment, chemical use and abuse, and drug-free schools.

D. Meetings will be held regularly during the school year with agenda and minutes forwarded to committee members and the Superintendent's office.

E. The Activities Advisory Council will review the activities report as prepared by the Activities Director.

Cross References:

Moorhead School Board Policy 540: Student Activities
Moorhead School Board Policy 541: Student Activity Eligibility
Moorhead School Board Policy 543: Student Activities Travel
Moorhead School Board Policy 545: High School Academic, Activity and Varsity Athletic Letters
Moorhead School Board Policy 551: Student Discipline
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 Schools
Moorhead School Board Policy 573: Tobacco-Free Environment

Parent Organizations/Booster Clubs

| | |
|--------------------------|---------------------|
| Type: | School Board Policy |
| Section: | 200 SCHOOL BOARD |
| Code: | 239 |
| Adopted Date: | 6/9/2014 |
| Revised Date(s): | 11/24/2020 |
| Reviewed Date(s): | 12/11/2017 |
| Attached Files: | No Documents Found. |

I. PURPOSE

The purpose of this policy is to define the relationship between the School Board and the parent organizations, booster clubs and similar groups whose purpose is to support the school district's activities and educational programs.

II. DEFINITIONS

Parent organizations and booster clubs are neither school-sponsored clubs nor student-initiated clubs as those clubs or groups are defined in board policy. Parent organizations and booster clubs shall constitute "outside clubs or groups," which are school-related but must meet the terms of this policy to use the school district or an individual school name, mascot or logo and to use school district facilities as a school-related organization.

III. PARENT ORGANIZATIONS

The School Board encourages the formation and operation of parent organizations, such as Parent-Teacher Advisory Councils at each school site, in the school district to provide support to the school. Parent organizations must comply with the requirements of this policy to use the name of the individual school or school district, school or school district mascot or logo, and to have access to school district facilities. Please refer to [Administrative Procedure 239.1: Moorhead Elementary Schools Parent Teacher Advisory Council \(PTAC\) Operating Procedures](#).

Each parent organization must prepare and submit to the Superintendent a copy of its organizational bylaws. Upon formation and annually thereafter, each parent organization shall provide the Superintendent with the names, telephone numbers and addresses of each officer of the parent organization and the position held.

IV. BOOSTER CLUBS

Booster clubs for athletics, band, choir, drama, orchestra, or other athletic, fine arts or academic activities are welcome to form, support and assist such student activities or programs, both financially and with volunteer assistance. Booster clubs must comply with the requirements of this policy to use the name of the individual school or school district, school or school district mascots or logos, and to have access to school district facilities as a school-related organization. [Please refer to Administrative Procedure 239.2: Booster Club Procedures](#).

A booster club must prepare and submit to the Superintendent or designee a copy of its organizational bylaws. All booster clubs must operate within the applicable standards and any guidelines set by the Minnesota State High School League. Upon formation and annually thereafter, each booster club shall provide the Superintendent or designee with the names, telephone numbers and addresses of each officer of the booster club and the position held.

V. ACCOUNTING BY PARENT ORGANIZATIONS AND BOOSTER CLUBS

Each parent organization or booster club must have its own checking account and the bylaws for the groups must require two signatures for any disbursement from that account. Parent organization or booster club funds and accounts are not school district accounts and will not be included in the school district's budget and accounting for annual school district audit purposes. Funds collected by the parent organization or booster club are not to be deposited into the school district student activity accounts.

VI. FUNDRAISING

All fundraising activities shall comply with state and federal law. Participating in fundraising activities by a parent organization or booster club shall not be considered as a factor in a student's level of participation in any school activity or athletic program.

VII. TITLE IX COMPLIANCE

The school district is responsible for compliance with Title IX. Title IX regulations prohibit aiding and perpetuating discrimination by "providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students."

The School Board discourages the formation or organization of booster clubs that sponsor, assist or support student activities or athletic programs that predominantly serve student participants of a single-sex. In order to assure that contributions or support by parent organizations and booster clubs do not create inequities or significant disparities in the program, equipment and facilities made available to students participating in single-sex sports, the parent organizations or booster club shall only donate funds or tangible personal property that contribute to the school district's educational, extracurricular or athletic programs, by program or sport, through board policy. Support provided to a single athletic program, regardless of source, must be included in the district's evaluation of its overall athletic program and the comparability of benefits made available to male versus female athletes.

Cross References:

Moorhead School Board Policy 236: Activities Advisory Council

Moorhead School Board Policy 540: Student Activities

School District Administration

| | |
|--------------------------|--|
| Type: | School Board Policy |
| Section: | 300 ADMINISTRATION |
| Code: | 301 |
| Adopted Date: | 8/27/2001 |
| Revised Date(s): | 10/09/2006, 12/13/2010, 11/10/2014, 12/11/2017 |
| Reviewed Date(s): | 09/09/2002, 10/09/2006, 12/13/2010, 11/10/2014, 12/11/2017 |
| Attached Files: | No Documents Found. |

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the Moorhead School Board.

II. GENERAL STATEMENT

A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to provide leadership and management that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services and promotes quality educational programs and services within the context of the school district's goals and budget.

B. The School Board expects all activities related to the operation of the school district to be administered in a well-planned manner, conducted in an orderly fashion, consistent with the policies of the School Board, and conducted in an honest, respectful, and ethical tone.

C. The School Board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration accountable for sound management of the schools.

D. Although the School Board holds the Superintendent ultimately responsible for administration of the school district and annual evaluation of each building administrator, the School Board also recognizes the Superintendent's ability to delegate authority to subordinate administrators. The School Board also recognizes the direct responsibility of building administrators for educational results and effective administration, supervisory and instructional leadership at the school building level.

E. The School Board and school administration shall work together to share information and decisions that best serve the needs of Moorhead Area Public Schools students within financial and facility constraints.

Legal References:

Minn. Stat. 123B.143 (Superintendent)

Minn. Stat. 123B.147 (Principals)

Cross References:

Moorhead School Board Policy 310: School Superintendent

MSBA Service Manual, Chapter 3, Superintendent of Schools

MSBA/MASA Model Policy 301 (School District Administration)

Records Retention

| | |
|--------------------------|------------------------|
| Type: | School Board Policy |
| Section: | 300 ADMINISTRATION |
| Code: | 303 |
| Adopted Date: | 6/9/2014 |
| Revised Date(s): | 12/11/2017, 11/24/2020 |
| Reviewed Date(s): | 12/11/2017 |
| Attached Files: | No Documents Found. |

I. PURPOSE

The purpose of a records retention policy is to provide a plan for managing governmental records under Minn. Stat. 138.17.

II. GENERAL STATEMENT

Records are vitally important to the operation of any organization. They serve as the organizations' memory and are evidence of past events and the basis for further actions. Some are valuable from a historical standpoint and need to be retained permanently. Other records are vital for the continuity of the district. Still, others have a transient administrative, legal and financial value. When records of a transient value are not longer required, they should be disposed of in order to make room for those of current and continuing value. The district will make use of the technology available, and acceptable under state guidelines, in the maintenance of school records.

III. REQUIREMENTS

The School Board hereby adopts the [School District General Records Retention Schedule](#) developed by the State Department of Administration as published in January 2000. The purpose of adopting a records retention schedule is to provide a plan for managing governmental records by giving continuing authority to dispose of records under applicable Minnesota Statutes. The Superintendent **or designee** shall establish a procedure pursuant to the general record retention schedule, as adopted, which will comply with state statutes for the disposal of public records of the school district.

Legal Reference:

Minn. Stat. 138.17 (Government Records; Administration)

Equal Employment Opportunity Statement

| | |
|--------------------------|---|
| Type: | School Board Policy |
| Section: | 400 EMPLOYEES/PERSONNEL |
| Code: | 401 |
| Adopted Date: | 8/12/1980 |
| Revised Date(s): | 10/13/2008, 12/13/2010, 11/10/2014, 02/12/2018, 11/24/2020 |
| Reviewed Date(s): | 02/13/1990, 04/26/1994, 04/12/1999, 11/10/2003, 01/14/2008, 10/13/2008, 12/13/2010, 11/10/2014, 02/12/2018 |
| Attached Files: | No Documents Found. |

I. PURPOSE

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

II. GENERAL STATEMENT

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

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

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

D. Every employee shall be responsible for following this policy.

E. Any person having questions regarding this policy should discuss it with the executive director of human resources and operations.

III. REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination based on race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, status with regard to public assistance, or disability toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

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

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

38 U.S.C. 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)

38 U.S.C. 4211 *et seq.* (Employment and Training of Veterans)

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

42 U.S.C. 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross References:

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

Moorhead School Board Policy 402: Grievance Procedures for Equal Opportunity

Moorhead School Board Policy 404: Employment Disability Nondiscrimination

Moorhead School Board Policy 410: Employment of Faculty and Staff

Moorhead School Board Policy 411: Veteran's Preference Hiring

Moorhead School Board Policy 570: Prohibition of Harassment and Violence

MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

Grievance Procedures for Equal Opportunity

| | |
|--------------------------|--|
| Type: | School Board Policy |
| Section: | 400 EMPLOYEES/PERSONNEL |
| Code: | 402 |
| Adopted Date: | 12/13/1983 |
| Revised Date(s): | 01/08/2007, 08/09/2010, 12/13/2010, 11/10/2014, 11/24/2020 |
| Reviewed Date(s): | 05/17/1988, 04/26/1994, 02/08/1999, 11/10/2003, 01/08/2007, 08/09/2010, 12/13/2010, 11/10/2014, 02/12/2018 |
| Attached Files: | No Documents Found. |

I. PURPOSE

The purpose of this policy is to ensure that the Moorhead Area Public Schools provides the opportunity for students, parents, guardians of students, or school district employees to grieve matters pertaining to discriminatory practices.

II. GENERAL STATEMENT

Where grievance procedures are established through master contracts/agreements with employee organizations, either this or the employee organization's procedure may be implemented to resolve the problem.

This procedure addresses itself to discriminatory acts or policies regarding race, color, national origin, creed, religion, sex, sexual orientation, including gender identity or expression, marital status, age, limited English proficiency, status with regard to public assistance or disability. This procedure may be used as a complaint against an individual or the school district for alleged discriminatory acts in violation of state or federal statutes or school district policy. Nothing provided herein shall abridge or limit the right of any individual to seek enforcement of state and/or federal laws or to be represented by counsel.

Section 1: Definition

Grievance: A complaint about an alleged violation, misinterpretation, or inequitable application of state and/or federal laws and regulations or school district policy and procedures affecting equality in the educational program and/or employment practices.

Grievant: Any student, parent or guardian of a student, or employee of the school district who believe(s) that there is, or has been, a violation, misinterpretation or inequitable application of state and/or federal laws and regulations or school district policy and procedures affecting equality in the educational program and/or employment practices.

Respondent: Person, persons, or group named in grievance who allegedly discriminated.

Supervisor: Any school district administrator, i.e. superintendent, building and site administrators, assistant principal, assistant superintendent, human resources director, members of the supervisors' bargaining unit, or Moorhead School Board.

Days: "Days" shall mean all weekdays, excluding Saturday, Sunday and days designated as holidays by state law.

Section 2: Waiver of Steps and Time Limits

The Moorhead Area Public Schools encourages grievants to initiate the procedure described in Section 4 as soon as possible after an alleged violation, misinterpretation, or inequitable application of state and/or federal laws and regulations or school district policy and procedures affecting equality in the education program and/or employment practices occurs. Postmarks or dates or initialed receipts shall serve for counting days to comply with this grievance procedure. Communications must be transmitted through U.S. certified mail or hand-delivered and witnessed. The parties, by mutual written agreement, may waive any step and extend any time limit in the grievance procedure. If the respondent/supervisor does not respond within the time limits, the grievant may proceed to the next step immediately.

Section 3: Withdrawal

A grievance may be withdrawn by the grievant at any step.

Section 4: Title IX

Grievances falling under regulations applicable to sexual harassment as defined by Title IX for students and employees must contact the Title IX Officer and follow the grievance procedure defined in Moorhead Area Public Schools Policy 522: Title IX Nondiscrimination Policy, Grievance Procedure and Process.

Title IX Officer:

Kristin Dehmer, Executive Director of Human Resources and Operations

Operations Center

1313 30th Avenue South

Moorhead, MN 56560

218-284-3350

Section 4 5: Procedure

The grievant should first make an attempt to resolve the complaint through open discussion with the respondent and/or respondent's immediate supervisor, building supervisor, or his/her designee. The discussion should take place as soon as possible after the alleged incident. The informal complaint shall include the following information: (1) nature of the grievance; (2) facts, including dates, places, persons, and actions; and, (3) relief requested. If the grievance is not resolved in or with the human resources department the informal discussion stage, the grievant may file a formal oral or written complaint ([Administrative Procedure 402.1: Discrimination Complaint Form](#)) with the immediate supervisor of the respondent.

The formal complaint shall include the following information: (1) nature of the grievance; (2) facts including dates, places, persons, and actions; and, (3) relief requested. The formal written grievance shall be certified mailed or hand-delivered and witnessed to the immediate supervisor of the respondent or the human resources department who will determine whether the grievance is filed at the correct level. The grievant will be notified if the placement is not appropriate. If filed at the appropriate step, the supervisor will have five (5) days to respond, during which time the supervisor and the human resources director shall have held a conference with interested parties before a response will be sent to the next step.

If the grievant is not satisfied with the response of the previous step, an appeal may be filed with the superintendent within a period of five (5) days following the supervisor's/executive director of human resources and operations director's response. The superintendent will respond in the same manner as any other supervisor, and will render a decision and mail by certified mail or hand-deliver with witness the

response within the five (5) day period. A copy of the response will be sent to the district's human resources director and, if applicable, to the School Board.

If the grievant is not satisfied with the response of the superintendent, an appeal may be filed with the School Board within a five (5) day period following the superintendent's response. The School Board will have the following options to consider the matter: 1) within 14 days, appoint an independent hearing officer; 2) within 14 days, appoint a subcommittee of the School Board to hear the grievance; or, 3) within 14 days, take the grievance to the full School Board to be considered at the next regularly scheduled School Board meeting unless the School Board is next scheduled to meet within seven (7) days of receipt of the grievance appeal.

The School Board decision shall be rendered within five (5) days of the hearing of the grievance. A copy of the response shall be sent to the superintendent, human resources director and the grievant.

Nothing in this grievance procedure shall preclude the grievant from filing a complaint with any or all of the following agencies at any time:

MN Department of Human Rights
190 East 5th Street, Suite 700-
St. Paul, MN 55101
1-800-657-3704

U.S. Equal Employment Opportunity Commission
1801 L Street NW
Washington, D.C. 20507
(202) 663-4900

Equal Employment Opportunity Commission (Regional Office)
Reuss Federal Plaza
310 W. Wisconsin Avenue
Suite 800
Milwaukee, WI 53203-2292
1-800-669-4000

Equal Employment Opportunity Commission
330 2nd Avenue South, Suite 720
Minneapolis, MN 55401-2224
612/335-4040

III. REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination based on race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, status with regard to public assistance or disability, toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Legal References:
Minn. Stat. 363 (Minnesota Human Rights Act)

29 U.S.C. 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. 2615 (Family and Medical Leave Act)
38 U.S.C. 4301 *et seq.* (Vietnam Era Veterans Readjustment Assistance Act)
38 U.S.C. 4211 *et seq.* (Veterans Reemployment Rights Act)
42 U.S.C. 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. 12101 *et seq.* (Americans with Disabilities Act)
20 U.S.C. 1681 *et seq.* (Title IX of the Education Amendments of 1972)

Cross References:

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

Moorhead School Board Policy 401: Equal Employment Opportunity Statement

Moorhead School Board Policy 404: Employment Disability Nondiscrimination

Moorhead School Board Policy 410: Employment of Faculty and Staff

Moorhead School Board Policy 411: Veteran's Preference Hiring

Moorhead School Board Policy 522: Title IX Nondiscrimination Policy, Grievance Procedure and Process

Moorhead School Board Policy 570: Prohibition of Harassment and Violence