INDEPENDENT SCHOOL DISTRICT 152
School Board Meeting
MAPS Operations Center Board Room 600
1313 30th Avenue South
Moorhead, Minnesota

June 27, 2022
6:00 PM

Live Stream Link: https://www.youtube.com/watch?v=6CBlWCPf0oE

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

BOARD MEMBERS:	Cassidy Bjorklund, Vice-Chair	Rachel Stone, Treasurer
	Melissa Burgard, Chair	Matt Valan, Director
	Kara Gloe, Clerk	Keith Vogt, Director
	Scott Steffes, Director	Dr. Brandon Lunak, Superintendent of Schools

AGENDA PACKET

1. CALL TO ORDER

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Preview of Agenda – Dr. Brandon M. Lunak

D. Approval of Agenda

E. We Are Proud

This is the time during the meeting to recognize outstanding achievements of students, staff, and community members. After an honoree's name has been read they will accept their certificate(s) and a photo will be taken.

We Are Proud of the Spud Boys and Girls Track and Field Teams for competing in the

Minnesota Class AAA State Meet. The boys team finished third with a team score of 55. Team Members include: Jamal Dixon, Michael Haugo, Karson Wendt, Abraham Carlson, Alonn Salman, Elinneus Davis, Isaac Martel, Ben Colborn, John Jenkins, Max Rogers, Mason Kline and Abel Karfeer. Girls Team members who competed at state include: Katryna Hansen, Alexis Olderbak, Summer Lindquist, Audrey Janich, Halle Gregoire, Kaitlyn Walthers, and Maddie Sathers.

The following boys and girls placed in events at state:
Jamal Dixon placed 2nd in the High Jump
Michael Haugo placed 3rd in the Long Jump and placed 11th in the 200m
Elinneus Davis placed 3rd in the Discus and placed 4th in the Shot Put.
Alonn Salman placed 3rd in the 100m
Abraham Carlson placed 6th in the 400m
Isaac Martel placed 17th in the 3200m
The Spuds 4x100m relay team of Jamal Dixon, Michael Haugo, Karson Wendt and Alonn Salman placed 3rd
The Spuds 4x200m relay team of Michael Haugo, Abraham Carlson, Karson Wendt and Jamal Dixon placed 7th
The Spuds 4x400m relay team of Abraham Carlson, Karson Wendt, Ben Colborn and John Jenkins placed 13th
The Spuds 4x100 relay team of Audrey Janich, Summer Lindquist, Alexis Olderbak and Halle Gregoire placed 10th
Alexis Olderbak placed 12th in Long Jump
Katryna Hansen placed 16th in Long Jump

The Boys and Girls Track and Field teams are coached by Ron Davies, Brody Clark, Brian Huber, Erin Eidelbes, Justin Gall, Mahmoud Younis, Erik Hansen, Isaac Lundberg, Cory Asfeld, Adam Hansen, Kevin Feeney, Saif Allawi and Kevin Drotts.

We Are Proud of the Spud Adaptive Bowling team who competed in the state meet. Twenty-nine bowlers qualified and 13 coaches assisted.

Bowlers who qualified were: Ted Pasche, Mitchell Cragg, Zack Rinowski, Kaiden Oye, Caleb Decker, Shanda Youngquist, Emily Rivard, Lu Feris, Celia Nelson, Taryn Rehm, Bella Decker, Damion Oye, Julia Lehrer, Amy Lambrecht, Alex Cannizzaro, Gabriel Oye, Calvin Grefsheim, Gavin Wolf, Daniel Coomala, Kyler Smith, Geno Stalboerger, Ayden Luschen, Sullivan Koth, Maliek Larson, Salome Kasongo.

Congratulations to Julia Lehrer, Amy Lambrecht, Gabriel Oye and Calvin Grefsheim who were state champions in the PI Division and Gabriel Oye and Calvin Grefsheim who placed 2nd in the doubles team category.

The team is coached by Heidi Fisher, Jill Hanson, Deb Bartholomay, Wendy Fuglestad, Mario Valdez, Blessing Braaten, Jill Walstrom, Nicole Braaten, Regan Hutchins, Morgan Peterson, Nathan Helgeson, Kalli Bartholomay and Olivia Stafford.

F. Public Forum

The Public Forum will be open for up to thirty (30) minutes for public comment. Individuals

who wish to speak during the Public Forum have submitted a written request by 1:00 p.m. on the day of the meeting. The School Board Chair will call speakers to the microphone and will recognize one speaker at a time. Only those speakers who have been recognized by the School Board Chair will be allowed to speak during the Public Forum. Each speaker is permitted to speak for up to three (3) minutes total. The Public Forum will not be recorded or live streamed.

2. CONSENT AGENDA

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

1. June 13, 2022, School Board Work Session Minutes and June 13, 2022, Closed Session Minutes

B. HUMAN RESOURCES AND OPERATIONS - Kristin Dehmer

1. June Claims
2. Family Medical Leave
3. Leave of Absence
4. Extended Leave of Absence
5. Comparable Worth/Pay Equity Review
6. Change in Contract
7. Resignations
8. Retirements
9. New Employees
10. Additional Staffing
11. Increase in 2022-23 Meal Prices
12. Dairy and Bakery Bids 2022-23

CONSENT AGENDA RESOLUTION
Suggested Resolution: Move to approve the Consent Agenda as revised.

Moved by:
Seconded:
Discussion:

3. NEW BUSINESS

A. **Resolution Awarding the Sale of General Obligation School Building Bonds, Series 2022A, in the Originate Aggregate Principal Amount of $2,645,000: Kristin Dehmer**

Suggested Resolution: Move to approve the resolution awarding the sale of the District's General Obligation School Building Bonds, Series 2022A, in the original aggregate principal amount of $2,645,000.

Moved by:
Seconded:
Discussion

B. **Resolution Adopting Post-Issuance Debt Compliance Policy for Tax-exempt and Tax-advantage Governmental Bonds: Kristin Dehmer**

Suggested Resolution: Move to approve the adoption of the Post-Issuance Debt Compliance Policy and authorize district staff to take all actions necessary to carry out the Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures.

Moved by:
Seconded:
Discussion:

C. **Annual Operating Plan 2022-2023: Kristin Dehmer**

Suggested Resolution: Move to approve the 2022-2023 Annual Operating Plan, including a preliminary budget and Long-Term Facility Maintenance Plan for the fiscal year 2023.

Moved by:
Seconded:
Discussion:

D. **2022-2023 Moorhead Elementary Schools Parent and Student Handbook: Dr. Jeremy Larson**

Suggested Resolution: Move to approve the 2022-2023 Moorhead Elementary Schools Parent-Student Handbooks as presented.

Moved by:
Seconded:
Discussion:

E. **2022-2023 Moorhead Early Learning Center Parent and Student Handbook: Brenda Richman**

Suggested Resolution: Move to approve the 2022-2023 Moorhead Early Learning Center Parent and Student Handbook as presented.

Moved by:
Seconded:
Discussion:

F. **Moorhead Sports Center Rink Operations Agreement: Kristin Dehmer**

Suggested Resolution: Move to approve the Rink Operations Agreement as presented.

Moved by:
Seconded:
Discussion:

G. **2022-23 Enrollment Update: Kristin Dehmer**

Suggested Resolution: Presentation

H. **Principal Master Agreement: Kristin Dehmer**

Suggested Resolution: Move to approve the Principal's Master Agreement for 2022-2024 as presented with the cost as follows: Year Cost Percentage Increase 2022-23 $125,595 4.33% 2023-24 $97,542 3.23% TOTAL $223,137 7.56%.

Moved by:
Seconded:
Discussion:

I. **Supervisor's Master Agreement: Kristin Dehmer**

Suggested Resolution: Move to approve the Supervisor's Master Agreement for 2022-2024 as presented with the cost as follows: Year Cost Percentage Increase 2022-23 $84,290 3.34% 2023-24 $106,181 4.20% TOTAL $190,471 7.55%.

Moved by:
Seconded:
Discussion:

J. **Administrator's Master Agreement: Kristin Dehmer**

Suggested Resolution: Move to approve the Administrator's Master Agreement for 2022-2024 as presented with the cost as follows: Year Cost Percentage Increase 2022-23 $39,199 4.11% 2023-24 $34,216 3.44% TOTAL $73,415 7.55%.

Moved by:
Seconded:
Discussion:

K. **Confidential Employees Master Agreement: Kristin Dehmer**

Suggested Resolution: Move to approve the Confidential Employee's Master Agreement for the 2022-2024 as presented with the cost as follows: Year Cost Percentage 2022-23 $15,361 4.26% 2023-24 $12,379 3.30% TOTAL $27,740 7.56%.

Moved by:
Seconded:
Discussion:

L. **Resolution Establishing Dates for Filing Affidavits of Candidacy: Dr. Brandon Lunak**

Suggested Resolution: Move to approve the Resolution Establishing Dates for Filing Affidavits of Candidacy as presented.

Moved by:
Seconded:
Discussion:

M. **Schedule School Board Work Session on July 18, 2022, at 3:30 p.m.: Dr. Brandon Lunak**

Suggested Resolution: Move to approve the School Board Work Session on July 18, 2022, at 3:30 p.m. followed by the School Regular Meeting at 6 p.m.

Moved by:
Seconded:
Discussion:

N. **First Reading of Policies: Dr. Brandon Lunak**

Suggested Resolution: First reading of policies.

4. SUPERINTENDENT UPDATES

5. ADJOURNMENT

Suggested Resolution: Move to approve adjournment of the June 27, 2022 School Board Meeting at ____ p.m.

Moved by:
Seconded:
Discussion:

MOORHEAD
AREA PUBLIC SCHOOLS

Superintendent of Schools

Memo S.22.122C

TO: School Board

FROM: Dr. Brandon Lunak, Superintendent of Schools

DATE: 06/14/2022

RE: June 13, 2022, School Board Work Session Minutes and Closed Session Minutes

Attached please find the June 13, 2022, School Board Work Session Minutes and June 13, 2022, Closed Session Minutes for your review.

Suggested Resolution: Move to approve June 13, 2022, School Board Work Session Minutes and the June 13, 2022, Closed Session Minutes as presented.

BL:dmb

ATTACHMENTS:
06.13.22 School Board Work Session Minutes

WORK SESSION
SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT 152
MAPS OPERATIONS CENTER
June 13, 2022

CALL TO ORDER: The Work Session of the School Board of Moorhead Area Public Schools #152 was called to order by Vice-Chair Bjorklund on Monday, June 13, 2022, at 6:00 p.m. in the MAPS Operation Center Board Room 600. Members in attendance were Cassidy Bjorklund, Rachel Stone, Matt Valan, and Keith Vogt. Administrators present Jeremy Larson, Kristin Dehmer, Duane Borgeson, and Brenda Richman.

The Pledge of Allegiance was recited.

Preview of Agenda – Dr. Jeremy Larson recommended approval as presented.

Approval of Agenda
ACTION: *Vogt moved, seconded by Stone to approve the agenda as presented. Motion Carried. Result 4-0-0. Roll Call vote: Bjorklund – yea, Stone – yea, Valan – yea, and Vogt – yea.*

PUBLIC FORUM: No requests to address the board were submitted.

CONSENT AGENDA: The following items were enacted under one resolution: May 23, 2022, School Board Meeting Minutes, New Employees, and West Central Regional Juvenile Center 2022 Summer Staffing Plan.

CONSENT AGENDA RESOLUTION
ACTION: *Stone moved, seconded by Vogt to approve Consent Agenda as presented. Motion Carried. Result 4-0-0. Roll Call vote: Bjorklund – yea, Stone – yea, Valan – yea, Vogt – yea.*

OPERATIONAL ITEMS

2022-2023 Resolution for Membership in the Minnesota State High League: Kristin Dehmer, Executive Director of Human Resources and Operations presented the Resolution related to the renewal of MAPS membership to the Minnesota State High School League for the 2022-2023 school year.
ACTION: *Valan moved, seconded by Vogt to approve the 2022-2023 Resolution for Membership in the Minnesota State High School League as presented.*

Motion Carried. Result 4-0-0. Roll Call vote: Bjorklund – yea, Stone – yea, Valan – yea, Vogt – yea.

Alternative Learning Center and Moorhead High School Parent and Student Handbook: Angela Doll, assistant principal at Moorhead High School, reviewed changes to the Alternative Learning Center and Moorhead High School Parent and Student Handbook for 2022-2023. Highlighted in the presentation were the changes to graduation requirements. Board discussion followed noting year updates.
ACTION: *Vogt moved, seconded by Stone to approve the Alternative Learning Center and Moorhead High School Parent and Student Handbook as presented. Motion Carried. Result 4-0-0. Roll Call vote: Bjorklund – yea, Stone – yea, Valan – yea, Vogt – yea.*

Approval of the Moorhead High School Bid Package III: Steve Moore, director of operations and emergency management, gave a summary of the Bid Tabulation III for the Moorhead High School building bond construction project. The total amount of the project is $9,924,476.31 which included alternates 5, 6A, and 16. Moore discussed the project details of the alternates 5, 6A, and 16 for Bid Package III. Board discussion followed regarding the total increased cost and timeline of the project.
ACTION: *Vogt moved, seconded by Stone to approve the total bid of $9,924,476.31 including alternates 5, 6A, and 16 for Bid Group III of the Moorhead High School building bond construction project as presented. Motion Carried. Result 4-0-0. Roll Call vote: Bjorklund – yea, Stone – yea, Valan – yea, Vogt – yea.*

DISCUSSION ITEMS

Comprehensive Activities Report: Activities director Dean Haugo, provided the School Board with a comprehensive review of MAPS activities for the 2021-2022 school year. The report included a review of the 2021-2022 activities list and participation numbers, activities planned for the 2022-2023 school year, 2022-2023 fees, middle school objectives, and the addition of Cory Holten, middle school activities director, additional coaches training, MHS student leadership opportunities, review of the purpose and membership of the Activities Advisory Council, upcoming facility changes, and the growth of programs. Highlighted were the successes of athletics teams and activities for the 2021-2022 school year and the 2021-2022 MHS new activities adaptive floor hockey, and adaptive bowling success. Board discussion followed regarding pass/fees, girls wrestling, and SkillsUSA lettering.

2021-2022 Comprehensive Community Education Report: Brenda Richman, executive director of community engagement and public relations, provided the School

Board with a comprehensive review of the MAPS Community Education program. Highlights of the program included Early Childhood Family Education and Community Education's relocation to the Vista Center for Education, three publications sent to the community and other promotions, enrichment classes participation and community partnerships, and new youth programming.

Joelle Hofer, the coordinator of the early learning program, provided highlights of the early learning program. She reviewed building classrooms, the addition of one classroom at the Career Academy in the fall of 2022, enrollment numbers, demographics and outreach, early childhood screening, early childhood family education classes, and participation.

Tammy Schatz, adult basic education manager, provided information on the Moorhead Consortium, 2021-2022 enrollment data, new classes, and community partnerships.

Richman left the meeting at 7:45 p.m.

Transportation Department Overview: Steve Moore, director of operations and emergency management, introduced Sean Schneider, transportation supervisor. Moore and Schneider provided a review of the transportation services. Included in the presentation were the department's capabilities and budget, department accomplishments, and challenges.

Highlights of the presentation included the 5,152 average miles per day of regular, special education, and EIS routes, the addition of the Career Academy shuttles, support of transitional student transportation, athletic and special event transportation, and Summer EXCEL and ESY transportation. Moore reviewed proposed bell time changes for 2022-2023.

Department challenges in 2022-2023 include bell time changes, the addition of MHSCA shuttles, new boundaries and the addition of Probstfield Elementary at Probstfield Center for Education routing, and staffing shortages.

Board discussion followed regarding fuel cost impact, spring field trip transportation, rural pick-up and drop-off times, inclement weather, and bus incidents/student conduct.

Emergency Operations Plan Update: Steve Moore, director of operations and emergency management, briefed the School Board on the district's Emergency Operation Plan (EOP). His review included the intent and purpose of having an EOP, the accomplishments of 2021-2022, a summary of updates, school safety, facility

security, threat assessments, partnerships with law enforcement, and the district's next steps.

Board discussion followed regarding SRO workload and the scope of the EOP, and the board's appreciation for the department's work.

SUPERINTENDENT UPDATES: None were given

CLOSE MEETING: Vice-chair Bjorklund closed the public meeting at 7:49 p.m. pursuant to Minn. Stat. 13D.03, for the purpose of discussing negotiation strategies. **ACTION:** *Vogt moved, seconded by Stone to close the public meeting at 7:49 p.m. pursuant to Minn. Stat. 13D.03, for the purpose of discussing negotiation strategies. Motion Carried. Result 4-0-0. Roll Call vote: Bjorklund – yea, Stone – yea, Valan – yea, Vogt – yea.*

OPEN MEETING: *Vogt moved, seconded by Stone to open the public meeting at 8:01 p.m. Motion Carried. Result 4-0-0. Roll Call vote: Bjorklund – yea, Stone – yea, Valan – yea, Vogt – yea.*

ADJOURNMENT: Valan moved, seconded by /Stone to approve the adjournment of June 13, 2022, Work Session at 8:01 p.m. *Motion Carried. Result 4-0-0. Roll Call vote: Bjorklund – yea, Stone – yea, Valan – yea, Vogt – yea.*

_____

Kara Gloe, Clerk
Deb Becker, Recording Secretary

CLOSED SESSION
SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT 152
MAPS OPERATIONS CENTER
June 13, 2022

The School Board of Moorhead Area Public Schools District #152 met in closed session at 7:49 p.m., Monday, June 13, 2022, at MAPS Operations Center Board Room 600, 1313 30th Avenue South, Moorhead Minnesota. Vice-Chair Cassidy Bjorklund presided.

A short recess took place. The meeting resided at 7:52 p.m.

Vice-Chair Bjorklund called the meeting to order and announced in accordance with Minn. Stat. 13D.03, the meeting would be closed to the public for the purpose of discussing negotiation strategies.

The following individuals were in attendance at the closed session Cassidy Bjorklund, Rachel Stone, Matt Valan, Keith Vogt, and Deb Becker, recording secretary. Administrators present Jeremy Larson, Kristin Dehmer, and Duane Borgeson.

At 8:00 p.m., Vogt moved, seconded by Stone to adjourn the closed session and to open the meeting at 8:01 p.m. Motion carried. Result 4-0-0. Roll Call vote: Bjorklund – yea, Stone - yea, Valan - yea, and Vogt – yea.

_____
Kara Gloe, Clerk
Deb Becker, Recording Secretary

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.177C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/22/2022

RE: June Claims

The June claims are as follows:

General Fund	$1,857,896.26
Food Service	$122,116.38
Community Service	$20,981.34
Student Activities	$53,610.25
TOTAL	$2,054,604.23

The June construction claims are as follows:

Construction	$2,586,453.30
TOTAL	$2,586,453.30

The May wire payments are as follows:

General Fund	$3,542,363.56
Community Service	$3,565.80
Internal Service Fund	$714,894.45
Student Activities	$5,929.96
Post Employ Irrevocable Trust	$32,614.10
TOTAL	$4,299,367.87

Suggested Resolution: Move to approve the June claims, subject to audit, in the amount of $2,054,604.23, the June construction claims, subject to audit, in the amount of $2,586,453.30, and the May wire payments, subject to audit, in the amount of $4,299,367.87.

KLD:tra

ATTACHMENTS:
None

Memo OEDHRO.22.152C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/20/2022

RE: Family Medical Leave

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

Brad Neznik
Teacher, High School, medical leave (FMLA) beginning May 10, 2022 for the remainder of the school year.

Jennifer Hammer
Teacher, S.G. Reinertsen Elementary, medical leave (FMLA) beginning May 11, 2022 through May 17, 2022.

DesaRae Opsahl
Paraprofessional, Horizon Middle School East Campus, medical leave (non-FMLA) beginning May 17, 2022 through May 20, 2022.

Brady Robertson
Behavior Interventionist, Robert Asp Elementary, family medical leave (non-FMLA) beginning May 23, 2022 through June 1, 2022.

Curtis Ness
Database & System Administrator, Operations Center, family medical leave (FMLA) beginning June 13, 2022 through approximately June 24, 2022.

Chad Walthers
Custodian, Horizon Middle School West Campus, family medical leave (FMLA) intermittently beginning June 8, 2022 through August 31, 2022.

Bridget Smith
Lead Technology Support Specialist, Operations Center, medical leave (FMLA) beginning July

6, 2022 through approximately July 25, 2022.

Katie Anderson-Foshag
Teacher, Horizon Middle School East Campus, family medical leave (FMLA) beginning August 22, 2022 through November 14, 2022.

Natalie Anderson-Foshag
Teacher, High School, family medical leave (FMLA) beginning August 22, 2022 through September 13, 2022.

Maggie Ellingson
Teacher, Ellen Hopkins Elementary, family medical leave (FMLA) beginning August 22, 2022 through approximately October 9, 2022.

Suggested Resolution: Move to approve the medical leave for Brad Neznik, Jennifer Hammer, DesaRae Opsahl, Brady Robertson, Curtis Ness, Chad Walthers, Bridget Smith, Katie Anderson-Foshag, Natalie Anderson-Foshag and Maggie Ellingson as presented.

KLD:jal

ATTACHMENTS:
None

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.163C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/20/2022

RE: Leave of Absence

The administration requests the approval of the leave of absence for the following employees:

Richard Feir
Teacher, Moorhead High School, 1.0 to 0.5 FTE, effective for the 2022-2023 school year.

Suggested Resolution: Move to approve the leave of absence for Richard Feir as presented.

KLD:tra

ATTACHMENTS:
None

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.162C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/20/2022

RE: Extended Leave of Absence

The administration requests the approval of the extended leave of absence for the following employee:

Andrea Manston
Instructional Coach, Horizon Middle School East Campus, beginning July 1, 2022.

Suggested Resolution: Move to approve the extended leave of absence for Andrea Manston as presented.

KLD:tra

ATTACHMENTS:
None

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.168C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/21/2022

RE: Comparable Worth/Pay Equity Review

The Administration requests the following banding and grading updates to the positions listed per administrative procedure 403.1 Comparable Worth/Pay Equity Review Process:

Previous Band/Grade	Position	Change to Position Name	Contract	**Adjusted Band/Grade**
E82	Director of Operations and Emergency Management	Executive Director of Operations and Emergency Management	Supervisor to Administrative	**F-101**
E92	Executive Director of Community Engagement and Public Relations	NA	NA	**F-101**
E83	High School Principal	NA	Principal	**E91**
E82	Middle School Principal	NA	Principal	**E83**
C43	Technology Lead Support Specialist	NA	Non-Aligned	**C44**
C43	Applications System Administrator	NA	Non-Aligned	**C44**

C43	Applications Systems and Database Administrator	NA	Non-Aligned	**C44**
C43	Youth Programs Coordinator	Community Education Enrichment Coordinator	Non-Aligned	**C51**
C43	Network Administrator	NA	Non-Aligned	**C51**
C44	Web Application Development Engineer	NA	Non-Aligned	**C51**
C43	Database Systems Engineer	NA	Non-Aligned	**C52**
B24	Executive Assistant-All Departments	NA	Administrative/Clerical	**B31**
B22	Liaison, Indian Education	NA	Non-Aligned	**B24**
B22	Health Technician	Health Technician I (non-certified) Health Technician II (certified)	Administrative/Clerical	**B22 (I)** **B24 (II)**
B22	Bus Driver (Trip Coordinator/Dispatcher)*	Trip Coordinator/Dispatcher	Bus Driver/Asst	**B31**
B22	Bus Driver (Routing Specialist)*	Routing Specialist	Bus Driver/Asst	**B31**

*this change only applies to these specific positions and duties. The Bus Driver remains evaluated at a B22.

The Compensation Committee reviews banding and grading based on a rotation, a change in a position, or a new position.

The district utilizes a compensation consultant, Kathleen Murphy of Murphy Management Consultants, to review all recommended job evaluations utilizing the Decision-Band Method of job evaluation.

Suggested Resolution: Move to approve the banding and grading updates effective July 1, 2022.

KLD:tra

ATTACHMENTS: None

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.161C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/20/2022

RE: Change in Contract

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

Taylor Abraham
Executive Administrative Assistant to Human Resources Generalist, Operations Center, C45 (5) $26.21 per hour, effective July 1, 2022 (replaces Kayla Evenson).

Craig Fahrendorf
Teacher, Horizon Middle School East Campus, to Assistant Principal, Moorhead High School Career Academy, P2(3) $99,576, effective July 1, 2022 (replaces Emily Smith).

Lisa Melby
Literacy Coach, Horizon Middle School West Campus, to Media Specialist/Instructional Coach, Probstfield Elementary School, effective July 1, 2022 (new position).

Derek Porozinski
Paraprofessional, Robert Asp Elementary School, to Special Education Teacher, Dorothy Dodds Elementary School, BA(0) $42,878, effective August 22, 2022 (replaces Michelle Ziebarth).

Alex Sandahl
Teacher, Horizon Middle School West Campus, to Climate & Culture, Horizon Middle School East Campus, effective August 15, 2022 (replaces Isaac Lundberg).

Bridget Smith
Technology Projects Coordinator, to Technology Lead Support Specialist, Probstfield Elementary School, C43(6) $30.67 per hour, effective July 1, 2022 (new position).

Suggested Resolution: Move to approve the change in contract for Taylor Abraham, Craig Fahrendorf, Lisa Melby, Derek Porozinski, Alex Sandahl, and Bridget Smith as presented.

KLD:tra

ATTACHMENTS:
None

Memo OEDHRO.22.160C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/14/2022

RE: Resignations

The administration requests the approval of the resignations of the following employees:

Jason Blanshan
Social Studies Teacher, Horizon Middle School East Campus, effective at the end of the 2021-2022 school year.

Schea Bullhead
Paraprofessional, Moorhead High School, effective May 27, 2022.

Suheily Colon-Rodriguez
Spanish Immersion Teacher, Ellen Hopkins Elementary, effective at the end of the 2021-2022 school year.

Karen Frost
Paraprofessional, S.G. Reinertsen Elementary, effective August 31, 2022.

Dawson Gehrts
Bus Assistant, Operations Center, effective June 21, 2022.

Angie Gukeisen
LSS Teacher, Ellen Hopkins Elementary, effective at the end of the 2021-2022 school year.

Alexis Hulst
Paraprofessional, Ellen Hopkins, effective at the end of the 2021-2022 school year.

Hannah Johnson
4th Grade Teacher, S.G. Reinertsen Elementary, effective at the end of the 2021-2022 school year.

Lauren Knutson
Learning Resource Strategist, S.G. Reinertsen Elementary, effective at the end of the 2021-2022 school year.

Rebecca Maki
Paraprofessional, Horizon Middle School East Campus, effective May 28, 2022.

Hilary Markley
Paraprofessional, Adult Basic Education, effective July 14, 2022.

Krystal Melby
Food Server, Career Academy, effective May 27, 2022.

Teresa Schuster
MARSS Coordinator, Operations Center, effective June 24, 2022.

Brianna Seebold
LSS Teacher, Dorothy Dodds Elementary, effective at the end of the 2021-2022 school year.

Tori Teske
Paraprofessional, Moorhead High School, effective May 31, 2022.

Patrick Thiel
Music Teacher, Dorothy Dodds Elementary, effective at the end of the 2021-2022 school year.

Andrea Thiner
Assistant Principal, Career Academy, effective June 30, 2022.

Melissa Valdez
Food Server, Dorothy Dodds Elementary, effective May 27, 2022.

Mary Wentz
Bus Driver, Operations Center, effective June 9, 2022.

Tiffany Williams-Rice
6th Grad Teacher, Horizon Middle School West Campus, effective May 27, 2022.

Suggested Resolution: Move to approve the resignation of Jason Blanshan, Schea Bullhead, Suheily Colon-Rodriguez, Karen Frost, Angie Gukeisen, Alexis Hulst, Hannah Johnson, Lauren Knutson, Rebecca Maki, Hilary Markley, Krystal Melby, Teresa Schuster, Brianna Seebold, Tori Teske, Patrick Thiel, Andrea Thiner, Melissa Valdez, Mary Wentz, & Tiffany Williams-Rice.

KLD:tra

ATTACHMENTS:

None

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.159C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/14/2022

RE: Retirements

The administration requests the approval of the retirements of the following employees:

Les Fleischman
Bus Driver, Operations Center, effective July 21, 2022.

Carol Regelstad
Food Service, S.G. Reinertsen Elementary, effective May 30, 2022.

Barbara Sturdevant
Paraprofessional, Horizon Middle School East Campus, effective June 21, 2022.

Suggested Resolution: Move to approve the retirement of Les Fleischman, Carol Regelstad, and Barbara Sturdevant as presented.

KLD:tra

ATTACHMENTS:
None

Memo OEDHRO.22.173C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/21/2022

RE: New Employees

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

Kathryn Chojnacki
Teacher, Moorhead High School, MA(10) $64,004, effective July 1, 2022 (replaces Jon Larson).

Grayson Griffin
Language Arts Teacher, Moorhead High School, BA+30(2) $50,231, effective August 23, 2022 (replaces Dawn Gunderson)

Sydney Hennen
Language Arts Teacher, Horizon Middle School East Campus, BA(0) $42,878, effective August 15, 2022 (replaces Dawn Bolstad).

Lauren Holleman
Music Teacher, S.G. Reinertsen Elementary School, BA(2) $45,367, effective August 22, 2022 (replaces Katie Damico).

Sarah Kamen
Music Teacher, Dorothy Dodds Elementary School, BA+10(8) $54,886, effective at the beginning of the 2022-2023 school year (replaces Patrick Thiel).

Carly Knowles
Health Technician, Probstfield Elementary School, B22(3) $19.88 per hour, effective August 23, 2022 (new position).

Lauren Laforce

5th Grade Teacher, Horizon Middle School West Campus, BA(0) $42,878, effective August 22, 2022 (replaces Sara Wothe).

Katy McMullen-Wendt
Health Technician, Horizon Middle School West Campus, B22(4) $20.12 per hour, effective August 16, 2022 (replaces Lauren Fee).

Brandon Schlenner
9-12 Excel High School Summer Coordinator, Moorhead High School Career Academy, $36 per hour, effective June 13, 2022 (replaces Maret Kashmark).

Jon Spies
Teacher, Horizon Middle School East Campus, MA+30(10) $72,644, effective August 15, 2022 (replaces Stephanie Almen).

Israa Tahir
Health Technician, Horizon Middle School East Campus, AA5(5)$20.34 per hour, effective August 16, 2022 (replaces Kathy Kunkel).

Suggested Resolution: Move to approve the employment of Kathryn Chojnacki, Grayson Griffin, Sydney Hennen, Lauren Holleman, Sarah Kamen, Carly Knowles, Lauren Laforce, Katy McMullen-Wendt, Brandon Schlenner, Jon Spies, and Israa Tahir as presented.

KLD:tra

ATTACHMENTS:
None

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.166C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/20/2022

RE: Additional Staffing

Moorhead High School Career Academy
Academy Coach
A 1.0 FTE is requested to provide connections with community businesses and local universities and the school district to support students at the Career Academy.

District
Speech Language Pathologist
A 0.5 FTE is requested to provide support to students in speech and language services.

Suggested Resolution: Move to approve additional staffing for the 2022-2023 school year.

KLD:tra

ATTACHMENTS:
None

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.165C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/20/2022

RE: Increase in 2022-23 Meal Prices

The administration recommends making the following adjustments to school meal pricing with the extension of USDA waivers ending and the return to normal programming.

Breakfast

- K-8 Student: Price will be increased from $1.00 to $1.25
- 9-12 Student: Price will be increased from $1.00 to $1.35
- Adult/Second Meal: Price will be increased from $2.50 to $2.55

Lunch

- K-4 Student: Price will be increased from $2.40 to $2.50
- 5-12 Student: Price will be increased from $2.40 to $2.60
- Adult/Second Meal: Price will be adjusted from $4.45 to $4.25

Milk

- Price of Milk will increase from $0.40 to $0.50

Suggested Resolution: Approve the change of meal prices effective August 30, 2022.

KLD:tra

ATTACHMENTS:
None

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.167C

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/21/2022

RE: Dairy and Bakery Bids 2022-23

Bids for the dairy products and bakery products have been received and reviewed as attached. The low bid for the dairy products was from Prairie Farms and the low bid for the bakery products was from Pan-O Gold Bakery.

Suggested Resolution: Move to accept the dairy bid received from Prairie Farms and the bakery bid from Pan-O-Gold for the 2022-2023 school year.

KLD:tra

ATTACHMENTS:
Dairy Bid
Bakery Bid

MOORHEAD
AREA PUBLIC SCHOOLS

Food and Nutrition Services
District Operations Center
1313 30th Ave. S., Moorhead, MN 56560
Phone: 218-284-3325 ▪ Fax: 218-284-3333
www.moorheadschools.org
▪ **Director:** 218-284-3324

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

FROM: Ashley Schneider, Food Service Director

DATE: June 20, 2022

SUBJECT: 2022-2023 Milk/Dairy Bid

Attached is the 2022-2023 dairy bid summary. The low bidder is Prairie Farms. The Food and Nutrition Services department recommends awarding the dairy bid for the 2022-2023 school year to Prairie Farms.

Ashley Schneider

DR:aks
Attachments

Description	Cass-Clay	Prairie Farms (formerly Dean Foods)
Half Pint Size - 1% Butterfat White/per container	.2780	.2547
Half Pint Size - Fat Free White/per container	.2683	.2459
Half Pint Size - Fat Free Chocolate/per container	.2895	.2759 (1% milk)
Half Pint Size Lactose Free/per container (Prairie Farms is 1% not fat free)	.85	.65
1.0% Milk, Gallon	3.69	3.99
Pt. - Whipping Cream	2.93	3.56
Dixie Cups Ice Cream	NA	10.86
Vanilla	NA	7.91
Chocolate Chip	NA	NA
Snickers	NA	26.57
Drumsticks	NA	14.72
5 Lb. Sour Cream	7.31	8.64
5 Lb. Sour Cream Fat Fee (Prairie Farms is lite not fat free)	NA	NA
5 Lb. Cottage Cheese 2% Lowfat	11.03	12.70
22 oz. Cottage Cheese Fat Free	NA	NA
3 Lb. Cream Cheese	NA	NA
36 Lb. Grade AA Butter	MARKET	NA
5 Lb. Yogurt, Lowfat, Flavored	6.01	8.68
4 Oz. 100% Apple Juice	.25	.37
4 Oz. 100% Grape Juice	NA	NA

BASE PRICE IF ESCALATOR CLAUSE PROPOSED
____ PER HUNDRED WEIGHT.

Cost Savings Total Calculations:

ITEM	USAGE ESTIMATE	CASS-CLAY COST	PRAIRIE FARMS COST	DETERMINATION
1%	359,945 containers	$100,064.71	$91,677.99	Prairie Farms is $8,386.72 less.
FAT FREE WHITE	167,029 containers	$44,813.88	$41,072.43	Prairie Farms is $3,741.45 less.
FAT FREE CHOCOLATE	839,364 containers	$242,995.88	$231,580.53	Prairie Farms is $11,415.35 less.
Total of Prairie Farms for 2022-2023 school year would be *$23,543.52* less.				

MOORHEAD
AREA PUBLIC SCHOOLS

Food and Nutrition Services
District Operations Center
1313 30th Ave. S., Moorhead, MN 56560
Phone: 218-284-3325 ▪ Fax: 218-284-3333
www.moorheadschools.org
▪ **Director:** 218-284-3324

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

FROM: Ashley Schneider, Food Service Director

DATE: June 20, 2022

SUBJECT: 2022-2023 Bread/Bakery Bid

Attached is the 2022-2023 bread bid summary. The lowest and only bid we received was Pan O' Gold. The Food and Nutrition Services department recommends awarding the bread bid for the 2022-2023 school year to Pan-O-Gold.

Thank you,

Ashley Schneider

DR:aks
Attachments

Description	Count	Pan-O-Gold Price
Hamburger Buns, white whole wheat (first ingredient is whole wheat flour), plain, sliced, bulk pack, 4”	60 ct #538	$8.88
Hamburger Buns, white whole wheat (first ingredient is whole wheat flour) plain, sliced, bulk pack 3 ½”	60 ct #706	$8.88
Dinner Roll, white whole wheat (first ingredient is whole wheat flour) dozen	12 ct #5152	$1.85
Hot Dog Buns, white whole wheat (first ingredient is whole wheat flour), sliced	12 ct #5154	$1.78
Bread, 1 ½#, sliced, white whole wheat, slices per loaf = 24	22 ct #325	$1.79

ITEM	USAGE ESTIMATE	PAN O GOLD COST	DIFFERENCE CALCULATION	DETERMINATION
Hamburger Buns, white whole wheat (first ingredient is whole wheat flour), plain, sliced, bulk pack, 4”	4000 DOZEN	$7,104.00	NA	Pan-O-Gold Bakery has best/only price
Hamburger Buns, white whole wheat (first ingredient is whole wheat flour) plain, sliced, bulk pack 3 ½”	15000 DOZEN	$26,640.00	NA	Pan-O-Gold Bakery has best/only price
Dinner Roll, white whole wheat (first ingredient is whole wheat flour) dozen	7700 DOZEN	$14,245.00	NA	Pan-O-Gold Bakery has best/only price
Hot Dog Buns, white whole wheat (first ingredient is whole wheat flour), sliced	4000 DOZEN	$7,120.00	NA	Pan-O-Gold Bakery has best/only price
Bread, 1 ½#, sliced, white whole wheat, slices per loaf = 22	4000 LOAVES or 96000 slices	$7,811.00	NA	Pan-O-Gold Bakery has best/only price
			No Comparison	**Pan-O-Gold**

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.175R

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/21/2022

RE: Resolution Awarding the Sale of General Obligation School Building Bonds, Series 2022A, in the Originate Aggregate Principal Amount of $2,645,000

At the regularly held election on November 5, 2019, the voters of the District approved the issuance and sale by the district of general obligation bonds for the acquisition and betterment of school sites and facilities in the maximum principal amount of $110,000,000 pursuant to Minnesota Statutes, Chapter 475.

The purpose of the bonds as approved by the voters was to provide financing for the acquisition and betterment of school sites and facilities, including the demolition of parts of the existing high school, renovation of parts of the existing facility, the construction and equipping of additions to the high school, and the remodeling and renovation of the District's Career Academy.

On February 13, 2020, the District issued its General Obligation School Building Bonds Series 2020A, in the principal amount of $107,355,000, in accordance with the authority granted by the District voters, leaving a remaining unused voter-approved bond authority of $2,645,000. This authority was unused due to the 2020 bonds receiving a premium bid, allowing for full funding of project costs anticipated at the time. This issuance will provide additional funds for the project construction to cover increases in costs since 2020.

It is necessary and expedient to the sound financial management of the affairs of the District to issue its General Obligation School Building Bonds, Series 2022A in the original aggregate principal amount of $2,645,000, to provide financing for the Projects.

By Resolution adopted by the Board on May 23, 2022, the District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, which provides for payment by the State of Minnesota of the debt service on the Bonds in the event the District notifies the State of Minnesota of potential default by the District in the timely payment of the debt service on the Bonds.

The District is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale because the district has retained Ehlers and Associates, Inc. to serve as the District's independent municipal advisor in the connection with the sale of the Bonds.

Suggested Resolution: Move to approve the Resolution Awarding the Sale of the District's General Obligation School Building Bonds, Series 2022A, in the original aggregate principal amount of $2,645,000.

KD:dmb

ATTACHMENTS:
Resolution Awarding the Sale of General Obligation School Building Bonds, Series 2022A

EXTRACT OF MINUTES OF MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 152
(MOORHEAD AREA PUBLIC SCHOOLS)
CLAY COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 152 (Moorhead Area Public Schools), Clay County, Minnesota, was duly held in said School District on June 27, 2022, commencing at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

* * * * * * * * *

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2022A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,645,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED by the School Board (the "Board") of Independent School District No. 152 (Moorhead Area Public Schools), Clay County, Minnesota (the "District"), as follows:

Section 1. Findings, Determinations; Sale of Bonds.

1.01 Background. It is hereby determined that:

(a) At a duly called and regularly held special election on November 5, 2019, the voters of the District approved the issuance and sale by the District of general obligation bonds for the acquisition and betterment of school sites and facilities in the maximum principal amount of $110,000,000 pursuant to Minnesota Statutes, Chapter 475, as amended (the "Act").

(b) The purpose of the bonds as approved by the voters is to provide financing for the acquisition and betterment of school sites and facilities, including the demolition of parts of the existing high school, renovation of parts of that existing facility, the construction and equipping of additions to the high school, and the remodeling and renovation of the District's Career Academy (collectively, the "Project").

(c) On February 13, 2020, the District issued its General Obligation School Building Bonds, Series 2020A, in the principal amount of $107,355,000 pursuant to the Act, in accordance with the authority granted by District voters, leaving a remaining unused voter-approved bond authority of $2,645,000.

(d) It is necessary and expedient to the sound financial management of the affairs of the District to issue its General Obligation School Building Bonds, Series 2022A (the "Bonds"), in the original aggregate principal amount of $2,645,000, pursuant to the Act, to provide financing for the Project.

(e) By resolution adopted by the Board on May 23, 2022, the District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, which provides for payment by the State of Minnesota of the debt service on the Bonds in the event the District notifies the State of Minnesota of a potential default by the District in the timely payment of the debt service on the Bonds. The District understands that as a result of its covenant to be bound by said provisions, these provisions shall be binding as long as the Bonds remain outstanding.

(f) The District is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale because the District has retained Ehlers and Associates, Inc. (the "Municipal Advisor") to serve as the District's independent municipal advisor in connection with the sale of the Bonds. The actions of the District staff and the Municipal Advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of Stifel, Nicolaus & Co., Inc. (the "Purchaser"), to purchase the Bonds of the District is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of $2,772,782.90 (par amount of the Bonds of $2,645,000, plus original issue premium of $154,097.90, less an underwriter's discount of $26,315.00), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

Year	Interest Rate	Year	Interest Rate
2026	4.000%	2032	5.000%
2027	5.000%	2033	5.000%
2028	5.000%	2034	4.000%
2029	5.000%	2036*	3.750%
2030	5.000%	2037	3.750%
2031	5.000%	2038	3.750%

**Term Bond*

True interest cost: 3.5792920%

1.03. Purchase Contract. The execution and delivery of a Proposal Form, dated as of June 27, 2022 (the "Purchase Agreement"), between the District and the Purchaser, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the "Resolution"). The Bonds shall be issued and delivered in accordance with the terms and conditions of the Purchase Agreement and this Resolution. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Treasurer in consultation with the Municipal Advisor. The Treasurer is directed to receive and retain the good faith payment of the Purchaser, pending completion of the sale of the Bonds.

1.04. Terms and Principal Amounts of the Bonds. The District shall forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of $2,645,000, originally dated July 21, 2022, in the denomination of $5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2026	$ 85,000	2032	$155,000
2027	$110,000	2033	$165,000
2028	$120,000	2034	$165,000
2029	$130,000	2036*	$350,000
2030	$145,000	2037	$390,000
2031	$150,000	2038	$680,000

**Term Bond*

1.05. Schedule of Maturities. In order to satisfy the requirements of Section 475.54, subdivisions 1 and 2, of the Act, the Director of Business Services has combined the maturities of the Bonds with the outstanding maturities of one or more designated general obligation bond issues of the District.

1.06. Optional Redemption. The District may elect on February 1, 2030, and on any day thereafter to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the District and in such manner as the District shall determine. If less than all Bonds of a maturity

are called for optional redemption, the District shall notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

1.07 Mandatory Sinking Fund Redemptions; Term Bonds. The Bonds maturing on February 1, 2036, shall hereinafter be referred to as the "Term Bonds." The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Mandatory Sinking Fund Redemptions

February 1, 2036 Term Bond

Year	Principal Amount
2035	$170,000
2036*	$180,000

* *Maturity*

principal amount of Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the District shall determine.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds shall be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond shall be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond shall be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond shall be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2023, to the registered owners of record thereof as of the close of business on the fifteenth day immediately preceding each interest payment date, whether or not such day is a business day.

2.03. Registration. The District shall appoint a bond registrar (the "Registrar"), authenticating agent (the "Authenticating Agent"), and paying agent (the "Paying Agent"). Except as specifically provided otherwise in Section 7 hereof, the effect of registration and the rights and duties of the District and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register (the "Bond Register") in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name a Bond is registered in the Bond Register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees, and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen, or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost the Registrar shall deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Registrar evidence satisfactory to it that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the District and the Registrar must be named as obligees. Bonds so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in whole in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed shall be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the Bond Register and, if publication of the notice of redemption is required by law, by publishing the notice of redemption as required by law. Failure to give notice by

publication or by mail to any registered owner, or any defect therein, shall not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption shall cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar, Paying Agent, and Authenticating Agent. The District appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. The Board Chair and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with Bond Trust Services Corporation, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. Upon merger or consolidation of the Registrar, Paying Agent, and Authenticating Agent with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar, Paying Agent, and Authenticating Agent. The District agrees to pay the reasonable and customary charges of the Registrar, Paying Agent, and Authenticating Agent for the services performed. The District reserves the right to remove the Registrar, Paying Agent, or Authenticating Agent upon thirty (30) days' notice and upon the appointment of a successor Registrar, Paying Agent, or Authenticating Agent, in which event the predecessor Registrar, Paying Agent, or Authenticating Agent must deliver all cash and Bonds in its possession to the successor Registrar, Paying Agent, or Authenticating Agent and the Registrar must deliver the Bond Register to the successor Registrar. On or before three (3) business days prior to each principal or interest due date, without further order of the Board, the Treasurer must transmit to the Paying Agent money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds shall be prepared under the direction of the Clerk and executed on behalf of the District by the signatures of the Board Chair and the Clerk, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Authenticating Agent. Certificates of authentication on different Bonds need not be signed by the same representative of the Authenticating Agent. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed, and authenticated the Clerk shall deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds shall be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to accompany each Bond.

Section 4. Payment; Security; Funds; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds shall be payable from the General Obligation School Building Bonds, Series 2022A Debt Service Fund (the "Debt Service Fund") hereby created, and the proceeds of ad valorem taxes hereinafter levied are hereby pledged to the Debt Service Fund. The amounts to be applied

to pay the principal of and interest on the Bonds shall be deposited in the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The District hereby creates the General Obligation School Building Bonds, Series 2022A Construction Fund (the "Construction Fund"). Proceeds of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the appropriation, if any, made in accordance with Section 4.01 hereof) shall be deposited in the Construction Fund and used solely to pay the costs of the Project. Any balance remaining in the Construction Fund after completion of the Project may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Bonds for such new use and purpose, or credited to the Debt Service Fund or other District debt service fund, all in accordance with Section 475.65 of the Act.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith and credit and taxing powers of the District are hereby irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Treasurer must pay such principal or interest from the general fund of the District, and the general fund shall be reimbursed for those advances out of the proceeds of the Taxes (as hereinafter defined) levied herein, when collected.

4.04. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there are levied direct annual irrepealable ad valorem taxes (the "Taxes") upon all of the taxable property in the District, to be spread upon the tax rolls and collected with and as part of other general taxes of the District. The Taxes shall be credited to the Debt Service Fund above provided and shall be levied in the years and amounts attached hereto as EXHIBIT C to this Resolution, and, in the event the Taxes so levied are ever insufficient to pay the principal of and interest on the Bonds, additional Taxes are hereby authorized to be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

4.05. Debt Service Coverage. It is determined that the estimated collection of Taxes levied in accordance with Section 4.04 hereof shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies herein provided shall be irrepealable until all of the Bonds are paid, provided that at the time the District makes its annual tax levies the Treasurer may certify to the County Auditor of Clay County, Minnesota (the "County Auditor") that the District made an irrevocable appropriation of a specified amount to the Debt Service Fund of money actually on hand or if there is on hand any excess amount in the Debt Service Fund and the County Auditor shall reduce by the amount so certified the amount otherwise to be included in the rolls next thereafter prepared.

4.06. Registration of Resolution. The Clerk is authorized and directed to file a certified copy of this Resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. District Proceedings and Records. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and

marketability of the Bonds, and such instruments, including any heretofore furnished, shall be deemed representations of the District as to the facts stated therein.

5.02. Certification as to Official Statement. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are authorized and directed to certify that they have examined the final Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the final Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the final Official Statement and further that said final Official Statement did not (as of the date of the final Official Statement) and does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the final Official Statement is to be used, or which is necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

5.03. Other Certificates. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the District or incumbency of its officers, at the closing the Board Chair, the Clerk, and the Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Payment of Costs of Issuance. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association on the closing date for further distribution as directed by the Municipal Advisor.

5.05. Electronic Signatures. The electronic signatures of the Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, to this Resolution and any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the District thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The District shall comply with all the necessary requirements and take all necessary actions (or decline to take prohibited actions) to ensure that interest on the Bonds shall not be includable in gross income for federal income tax purposes under Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations promulgated thereunder (the "Regulations"). The District covenants and agrees with the holders from time to time of the Bonds that it shall not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to federal income taxation under the Code and the Regulations, in effect at the time of such actions, and that it shall take or cause its officers, employees, or agents to take all affirmative action within their powers that may be necessary to ensure that such interest shall not become includable in gross income for federal income tax purposes under the Code and applicable Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Continuing Requirements. The District shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate

of excess investment earnings to the United States. The Board Chair, the Clerk, and the Treasurer, being officers of the District charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates, and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the "gross proceeds" of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations. The District covenants and agrees to retain such records, make such determinations, file such reports and documents, and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 of the Regulations. The District shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

6.03. Not Private Activity Bonds. The District further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be determined to constitute "private activity bonds," within the meaning of Sections 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder.

6.04. Qualified Tax-Exempt Obligations. The District hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the District makes the following factual statements and representations:

(a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the District designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which shall be issued by the District (and all subordinate entities of the District) during calendar year 2022 shall not exceed $10,000,000; and

(d) not more than $10,000,000 of obligations issued by the District during calendar year 2022 shall be designated for purposes of Section 265(b)(3) of the Code.

Section 7. Book-Entry System; Limited Obligation of District.

7.01. DTC. The Bonds shall be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the District, the Registrar, and the Paying Agent shall have no responsibility or obligation to any broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the

Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District, the Registrar, and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments shall be valid and effectual to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." shall refer to such new nominee of DTC; and upon receipt of such a notice, the Clerk shall promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The District has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the District with respect to the Bonds shall agree to take all action necessary for all representations of the District in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the District, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the District shall notify DTC, whereupon DTC shall notify the Participants, of the availability through DTC of Bond certificates. In such event the District shall issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the District shall issue and the Registrar shall authenticate Bond certificates in accordance with this resolution and the provisions hereof shall apply to the transfer, exchange, and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond shall be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Board Chair and Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. District Compliance with Provisions of Continuing Disclosure Certificate. The District hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the District to comply with the

Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the District for the prompt and full payment of the principal of and interest on the Bonds shall remain in full force and effect. The District may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by _____and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

PURCHASE AGREEMENT

PROPOSAL FORM

The School Board **June 27, 2022**
Independent School District No. 152 (Moorhead Area Public Schools),Clay County, Minnesota (the "District")

RE: **$2,645,000* General Obligation School Building Bonds, Series 2022A (the "Bonds")**
DATED: **July 21, 2022**

For all or none of the above Bonds, in accordance with the Terms of Proposal and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you $ 2,774,336.55 (not less than $2,645,000) plus accrued interest to date of delivery for fully registered Bonds bearing interest rates and maturing in the stated years as follows:

4.00	% due	2026	5.00	% due	2031	3.75 T1	% due	2036
5.00	% due	2027	5.00	% due	2032	3.75	% due	2037
5.00	% due	2028	5.00	% due	2033	3.75	% due	2038
5.00	% due	2029	4.00	% due	2034			
5.00	% due	2030	3.75 T1	% due	2035			

* The District reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of $5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per $1,000.

The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2026 maturity, then the lowest rate that may be proposed for any later maturity is 2.50%.) All Bonds of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.
A good faith deposit ("Deposit") in the amount of $52,900 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the proposal opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of proposals. The District reserves the right to award the Bonds to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the District may award the Bonds to the bidder submitting the next best proposal provided such bidder agrees to such award. The Deposit will be retained by the District as liquidated damages if the proposal is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Terms of Proposal. This proposal is for prompt acceptance and is conditional upon delivery of said Bonds to The Depository Trust Company, New York, New York, in accordance with the Terms of Proposal. Delivery is anticipated to be on or about July 21, 2022.

This proposal is subject to the District's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Preliminary Official Statement for the Bonds.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the District with the reoffering price of the Bonds within 24 hours of the proposal acceptance.

This proposal is a firm offer for the purchase of the Bonds identified in the Terms of Proposal, on the terms set forth in this proposal form and the Terms of Proposal, and is not subject to any conditions, except as permitted by the Terms of Proposal.

By submitting this proposal, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: X NO: ____.

If the competitive sale requirements are not met, we elect to use either the: _____10% test, or the _____hold-the-offering-price rule to determine the issue price of the Bonds.

Account Manager: Stifel, Nicolaus & Co., Inc By: B. D. G.
Benjamin D. Gerau

Account Members: Alone

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from July 21, 2022 of the above proposal is $ 1,109,305.12 and the true interest cost (TIC) is 3.574251 %.

The foregoing offer is hereby accepted by and on behalf of the School Board of Independent School District No. 152 (Moorhead Area Public Schools), Clay County, Minnesota, on June 27, 2022.

By: By:

Title: Title:

* Subsequent to bid opening the individual maturity amounts were adjusted.
Adjusted Price - $2,772,782.90 Adjusted Net Interest Cost - $1,119,628.21 Adjusted TIC - 3.5792%

EXHIBIT B

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF CLAY
INDEPENDENT SCHOOL DISTRICT NO. 152
(MOORHEAD AREA PUBLIC SCHOOLS)

GENERAL OBLIGATION SCHOOL BUILDING BONDS
SERIES 2022A

No. R-___ $_____

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
0.000%	February 1, 20__	July 21, 2022	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Independent School District No. 152 (Moorhead Area Public Schools), a duly organized and existing school district in Clay County, Minnesota (the "District"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Registrar, Paying Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

The District may elect on February 1, 2030, and on any date thereafter to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the District and in such order as the District shall determine. If less than all Bonds of a maturity are called for redemption, the District shall notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant shall then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the optional redemption date.

The Bonds maturing on February 1, 2036, shall hereinafter be referred to as the "Term Bonds." The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Mandatory Sinking Fund Redemptions

February 1, 2036 Term Bond

Year	Principal Amount
2035	$170,000
2036*	$180,000

* *Maturity*

principal amount of Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the District shall determine.

This Bond is one of an issue in the aggregate principal amount of $2,645,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the School Board of the District (the "Board") on June 27, 2022 (the "Resolution"), for the purpose of providing money to aid in financing the acquisition and betterment of school sites and facilities, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, pursuant to authority granted by the voters of the District at a duly called and regularly held special election on November 5, 2019. The principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the District are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the District in the event of any deficiency of ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of $5,000 or any integral multiple thereof of single maturities.

The Board has designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the disallowance of interest expense for financial institutions and within the $10 million limit allowed by the Code for the calendar year of issue.

The District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, and to guarantee the payments of the principal of and interest on this Bond when due, pursuant to said statute.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the District shall cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the

same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed preliminary to and in the issuance of this Bond in order to make this Bond a valid and binding general obligation of the District in accordance with its terms, have been done, do exist, have happened, and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 152 (Moorhead Area Public Schools), Clay County, Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Board Chair and Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: July __, 2022

INDEPENDENT SCHOOL DISTRICT NO. 152 (MOORHEAD AREA PUBLIC SCHOOLS), CLAY COUNTY, MINNESOTA

(Facsimile)	(Facsimile)
Board Chair	Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Its Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STEMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not transfer this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert federal identification or other identifying number of assignee

_____

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration	Registered Owner	Signature of Officer of Registrar
July ___, 2022	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C

TAX LEVY SCHEDULE

TAX LEVY CALCULATION — **Issue ID#** 340828

Independent School District No. 152 (Moorhead Area Public Schools), MN — **Dated Date:** 7/21/2022

$2,645,000 General Obligation School Building Bonds, Series 2022A — **Call Date:** 2/1/2030

General Obligation School Building Bonds, Series 2022A

Tax Levy Year		Tax Collect Year		Bond Pay Year	Total P & I	Funds Available (1)	P & I @ 105%	Net Levy
2021	/	2022	/	2023	59,111.11	*	62,066.67	62,066.67
2022	/	2023	/	2024	112,000.00	(54,500.00)	60,375.00	60,375.00
2023	/	2024	/	2025	112,000.00	(41,500.00)	74,025.00	74,025.00
2024	/	2025	/	2026	197,000.00		206,850.00	206,850.00
2025	/	2026	/	2027	218,600.00		229,530.00	229,530.00
2026	/	2027	/	2028	223,100.00		234,255.00	234,255.00
2027	/	2028	/	2029	227,100.00		238,455.00	238,455.00
2028	/	2029	/	2030	235,600.00		247,380.00	247,380.00
2029	/	2030	/	2031	233,350.00		245,017.50	245,017.50
2030	/	2031	/	2032	230,850.00		242,392.50	242,392.50
2031	/	2032	/	2033	233,100.00		244,755.00	244,755.00
2032	/	2033	/	2034	224,850.00		236,092.50	236,092.50
2033	/	2034	/	2035	223,250.00		234,412.50	234,412.50
2034	/	2035	/	2036	226,875.00		238,218.75	238,218.75
2035	/	2036	/	2037	430,125.00		451,631.25	451,631.25
2036	/	2037	/	2038	705,500.00		740,775.00	740,775.00
Totals					**3,892,411.11**	**(96,000.00)**	**3,986,231.67**	**3,986,231.67**

(1) The following funds are available to pay a portion of the interest payments due 08/01/2023 to 02/01/2025
Debt Service Fund (Capitalized Interest): 96,000.00

* The School District previously levied an amount sufficient to cover this payment.

EHLERS
PUBLIC FINANCE ADVISORS

STATE OF MINNESOTA	)
	)
COUNTY OF CLAY	) ss.
	)
INDEPENDENT SCHOOL	)
DISTRICT NO. 152	)

I, the undersigned, being the duly qualified Clerk of Independent School District No. 152 (Moorhead Area Public Schools), Clay County, Minnesota (the "District"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the School Board of the District held on the date specified above, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes insofar as they relate to the issuance and sale of the District's General Obligation School Building Bonds, Series 2022A, in the original aggregate principal amount of $2,645,000.

WITNESS My hand officially as such Clerk this _____ day of June, 2022.

_____

Clerk of the School Board
Independent School District No. 152
(Moorhead Area Public Schools), Clay County, Minnesota

June 27, 2022

SALE DAY REPORT FOR:

Independent School District No. 152 (Moorhead Area Public Schools), Minnesota

$2,645,000 General Obligation School Building Bonds, Series 2022A

Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Greg Crowe,
President

Matthew Hammer,
Municipal Advisor

Jen Chapman,
Financial Specialist

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Competitive Sale Results

PURPOSE: This issue will finance the acquisition and betterment of school sites and facilities, including the demolition of parts of the existing high school, renovation of parts of the high school, the construction and equipping of additions to the high school, and the remodeling and renovation of the District's Career Academy.

RATING: **MN Credit Enhancement Rating:** Moody's Investor's Service "Aa2"
Underlying Rating: Moody's Investor's Service "Aa3"

NUMBER OF BIDS: 5

LOW BIDDER: Stifel, Nicolaus, Birmingham, Alabama

COMPARISON FROM LOWEST TO HIGHEST BID:
(TIC as bid)

LOW BID:* 3.5742%

HIGH BID: 3.6985%

INTEREST DIFFERENCE: $31,649.42

Summary of Sale Results:	
Principal Amount*:	$2,645,000
Underwriter's Discount:	$26,315
Reoffering Premium:	$154,098
True Interest Cost*:	3.5792%
Capitalized Interest:	$96,000
Costs of Issuance:	$46,304
Yield:	2.55%-3.55%
Total Net P&I:	$3,796,411

* *The winning bidder submitted a bid with a premium price (a price greater than the par amount of the bonds) that was greater than the estimates included in the Pre-Sale Report presented to the board on May 23rd. A modification to the principal maturity structure as bid caused a slight change in the True Interest Cost.*

NOTES:	The True Interest Cost of 3.58% is lower than the 3.86% estimates used for the Pre-Sale Report provided to the Board on May 23rd. In addition, a portion of the net premium was deposited in the construction fund, resulting in approximately $124,000 in additional funds for project costs as compared with the Pre-Sale estimates.
CLOSING DATE:	July 21, 2022
SCHOOL BOARD ACTION:	Adopt the Resolution Awarding the Sale of $2,645,000 General Obligation School Building Bonds, Series 2022A.

SUPPLEMENTARY ATTACHMENTS

- Bid Tabulation
- Updated Sources and Uses of Funds
- Updated Debt Service Schedules
- Rating Report
- Bond Resolution (Distributed Separately)

BID TABULATION

$2,645,000 General Obligation School Building Bonds, Series 2022A

Independent School District No. 152 (Moorhead Area Public Schools), Minnesota

SALE: June 27, 2022

AWARD: STIFEL, NICOLAUS

MN Credit Enhancement Rating: Moody's Investor's Service "Aa2"
Underlying Rating: Moody's Investor's Service "Aa3"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
STIFEL, NICOLAUS				$2,774,336.55	$1,109,305.12	3.5742%
Birmingham, Alabama	2026	4.000%	2.550%			
	2027	5.000%	2.600%			
	2028	5.000%	2.700%			
	2029	5.000%	2.850%			
	2030	5.000%	2.950%			
	2031	5.000%	3.050%			
	2032	5.000%	3.150%			
	2033	5.000%	3.200%			
	2034	4.000%	3.300%			
	2035[1]	3.750%	3.450%			
	2036[1]	3.750%	3.450%			
	2037	3.750%	3.500%			
	2038	3.750%	3.550%			
NORTHLAND SECURITIES, INC.				$2,686,914.80	$1,119,175.76	3.6418%
Minneapolis, Minnesota						
BAIRD				$2,727,356.40	$1,131,082.49	3.6583%
Milwaukee, Wisconsin						

* Subsequent to bid opening the individual maturity amounts were adjusted.
Adjusted Price - $2,772,782.90 Adjusted Net Interest Cost - $1,119,628.21 Adjusted TIC - 3.5792%

[1] $350,000 Term Bond due 2036 with mandatory redemption in 2035.

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
RAYMOND JAMES & ASSOCIATES, INC. Memphis, Tennessee				$2,752,871.00	$1,140,990.11	3.6827%
PIPER SANDLER & CO. Minneapolis, Minnesota				$2,717,484.35	$1,140,954.54	3.6985%

Moorhead Area Public Schools, ISD 151

June 27, 2022

Estimated Sources and Uses of Funds, 2022A School Buliding Bonds

Authorized Bond Amount	**$2,645,000**
Dated Date of Bonds	**7/21/2022**
Bond Term / Number Years	**16**
Estimated Interest Rate	**3.58%**
Sources of Funds	
Par Amount	$2,645,000
Underwriters Premium [1]	154,098
Debt Service Funds on Hand [2]	96,000
Investment Earnings [3]	3,408
Total Sources	$2,898,506
Uses of Funds	
Allowance for Discount Bidding	$26,315
Capitalized Interest [2]	96,000
Legal and Fiscal Costs [4]	46,304
Net Available for Project Costs	**2,729,887**
Total Uses	$2,898,506
Deposit to Construction Fund	**$2,726,479**

1 The underwriter of the bonds paid a premium to purchase the bonds. The premium will be used to finance costs of issuance and provide additional construction funds.

2 The District levied for the interest payments due during fiscal year 2023. In order to keep the debt service levies for FY 2024 and FY 2025 consistent with later years, a portion of those interest payments will be paid from funds on hand in the debt service fund.

3 Estimated Investment earnings are based on an average interest rate of 0.25% and an average life of 6 months for investments.

4 Includes fees for municipal advisor, bond counsel, rating agency, paying agent, and county certificates.

Moorhead Area Public Schools, ISD 152

Analysis of Possible Structure for Capital and Debt Levies

$2,645,000 Voter Bond Issue
16 Years
Wrapped Around Existing Debt

Type of Bond	Principal Amount	Dated Date	Interest Rate
Voter-Approved Building	$2,645,000	07/21/22	3.57%

June 27, 2022

Levy Payable Year	Fiscal Year	Tax Capacity Value [1] ($000s)	% Chg	Existing Commitments: Building Bonds [2]	Abatement Bonds [2]	OPEB Bonds [2]	Est. Debt Excess [3]	Net Levy	Tax Rate	Other Levies: Lease Levy	2019C COPS	Existing Tax Rate	Remaining School Building Bond: Principal	Interest		Add'l. Debt Excess [3]	Net Levy	Combined Totals: Initial Debt Levy	State Aid	Net Levy	Tax Rate
2021	2022	43,610	2.1%	10,445,342	135,070	771,876	(97,954)	11,254,334	25.81	972,940	335,903	28.81	-	-		-	-	12,563,177	-	12,563,177	28.81
2022	2023	44,380	2.3%	11,524,951	133,573	-	(511,443)	11,147,081	25.12	972,940	337,103	28.07	-	59,111	4	-	69,431	12,526,554	-	12,526,554	28.23
2023	2024	45,267	2.0%	11,309,281	721,337	-	(670,211)	11,360,406	25.10	972,940	332,903	27.98	-	112,000	4	-	60,375	12,726,624	-	12,726,624	28.11
2024	2025	45,946	1.5%	11,297,941	719,657	-	(481,225)	11,536,373	25.11	972,940	333,503	27.95	-	112,000	4	-	74,025	12,916,840	-	12,916,840	28.11
2025	2026	46,406	1.0%	11,294,686	717,347	-	(480,704)	11,531,329	24.85	972,940	333,703	27.66	85,000	112,000		-	206,850	13,044,821	-	13,044,821	28.11
2026	2027	46,406	0.0%	11,322,301	701,414	-	(480,481)	11,543,234	24.87	945,783	333,503	27.63	110,000	108,600		(8,274)	221,256	13,043,775	-	13,043,775	28.11
2027	2028	46,406	0.0%	11,353,066	698,159	-	(480,949)	11,570,276	24.93	918,626	332,903	27.63	120,000	103,100		(8,850)	225,405	13,047,209	-	13,047,209	28.12
2028	2029	46,406	0.0%	11,344,613	697,424	-	(482,049)	11,559,989	24.91	918,626	336,903	27.62	130,000	97,100		(9,016)	229,439	13,044,956	-	13,044,956	28.11
2029	2030	46,406	0.0%	11,763,773	695,956	-	(481,682)	11,978,048	25.81	501,259	336,103	27.62	145,000	90,600		(9,178)	238,202	13,053,613	-	13,053,613	28.13
2030	2031	46,406	0.0%	12,050,423	698,186	-	(498,389)	12,250,221	26.40	231,306	335,203	27.62	150,000	83,350		(9,528)	235,489	13,052,219	-	13,052,219	28.13
2031	2032	46,406	0.0%	12,062,708	694,861	-	(509,944)	12,247,625	26.39	231,306	333,753	27.61	155,000	75,850		(9,420)	232,973	13,045,657	-	13,045,657	28.11
2032	2033	46,406	0.0%	12,061,711	696,582	-	(510,303)	12,247,990	26.39	231,306	337,195	27.62	165,000	68,100		(9,319)	235,436	13,051,927	-	13,051,927	28.13
2033	2034	46,406	0.0%	12,069,061	697,943	-	(510,332)	12,256,672	26.41	231,306	334,950	27.63	165,000	59,850		(9,417)	226,675	13,049,604	-	13,049,604	28.12
2034	2035	46,406	0.0%	12,199,786	562,445	-	(510,680)	12,251,551	26.40	231,306	337,590	27.63	170,000	53,250		(9,067)	225,345	13,045,792	-	13,045,792	28.11
2035	2036	46,406	0.0%	12,537,374	561,932	-	(510,489)	12,588,817	27.13	231,306	-	27.63	180,000	46,875		(9,014)	229,205	13,049,328	-	13,049,328	28.12
2036	2037	46,406	0.0%	12,272,118	561,218	-	(523,972)	12,309,363	26.53	231,306	-	27.02	390,000	40,125		(9,168)	442,463	12,983,133	-	12,983,133	27.98
2037	2038	46,406	0.0%	12,537,374	-	-	(513,333)	12,024,041	25.91	231,306	-	26.41	680,000	25,500		(17,699)	723,076	12,978,423	-	12,978,423	27.97
2038	2039	46,406	0.0%	12,537,899	-	-	(501,495)	12,036,404	25.94	231,306	-	26.44	-	-		-	-	12,267,710	-	12,267,710	26.44
2039	2040	46,406	0.0%	12,539,835	-	-	(501,516)	12,038,319	25.94	231,306	-	26.44	-	-		-	-	12,269,625	-	12,269,625	26.44
2040	2041	46,406	0.0%	12,541,200	-	-	(501,593)	12,039,607	25.94	231,306	-	26.44	-	-		-	-	12,270,913	-	12,270,913	26.44
2041	2042	46,406	0.0%	12,538,050	-	-	(501,648)	12,036,402	25.94	231,306	-	26.44	-	-		-	-	12,267,708	-	12,267,708	26.44
2042	2043	46,406	0.0%	12,771,728	-	-	(501,522)	12,270,206	26.44	-	-	26.44	-	-		-	-	12,270,206	-	12,270,206	26.44
2043	2044	46,406	0.0%	12,783,330	-	-	(510,869)	12,272,461	26.45	-	-	26.45	-	-		-	-	12,272,461	-	12,272,461	26.45
2044	2045	46,406	0.0%	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-
2045	2046	46,406	0.0%	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-
2046	2047	46,406	0.0%	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-
2047	2048	46,406	0.0%	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-
2048	2049	46,406	0.0%	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-
2049	2050	46,406	0.0%	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-
2050	2051	46,406	0.0%	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-
Totals				275,158,552	9,693,104	771,876	(11,272,784)	274,350,748		10,924,668	4,691,213		2,645,000	1,247,411		(117,950)	3,875,646	293,842,275	-	293,842,275	

1 Tax capacity values for taxes payable in 2021 and 2022 are the final values. Estimates for future years are based on the percentage changes as shown above.
2 Initial debt service levies (prior to subtracting debt equalization aid) are set at 105 percent of the principal and interest payments during the next fiscal year.
3 Debt excess adjustment for taxes payable in 2021 is the actual amount. Debt excess adjustment for taxes payable 2022 is based on audited data. Debt excess for future years is estimated at 4% of the prior year's initial debt service levy.
4 A portion of the FY 2023 interest payments was not levied, and of the FY 2024 & FY 2025 payments needed to keep those levies consistent with later years will be paid from funds on hand in the debt service fund. Capitalized interest is expected to total $96,000.

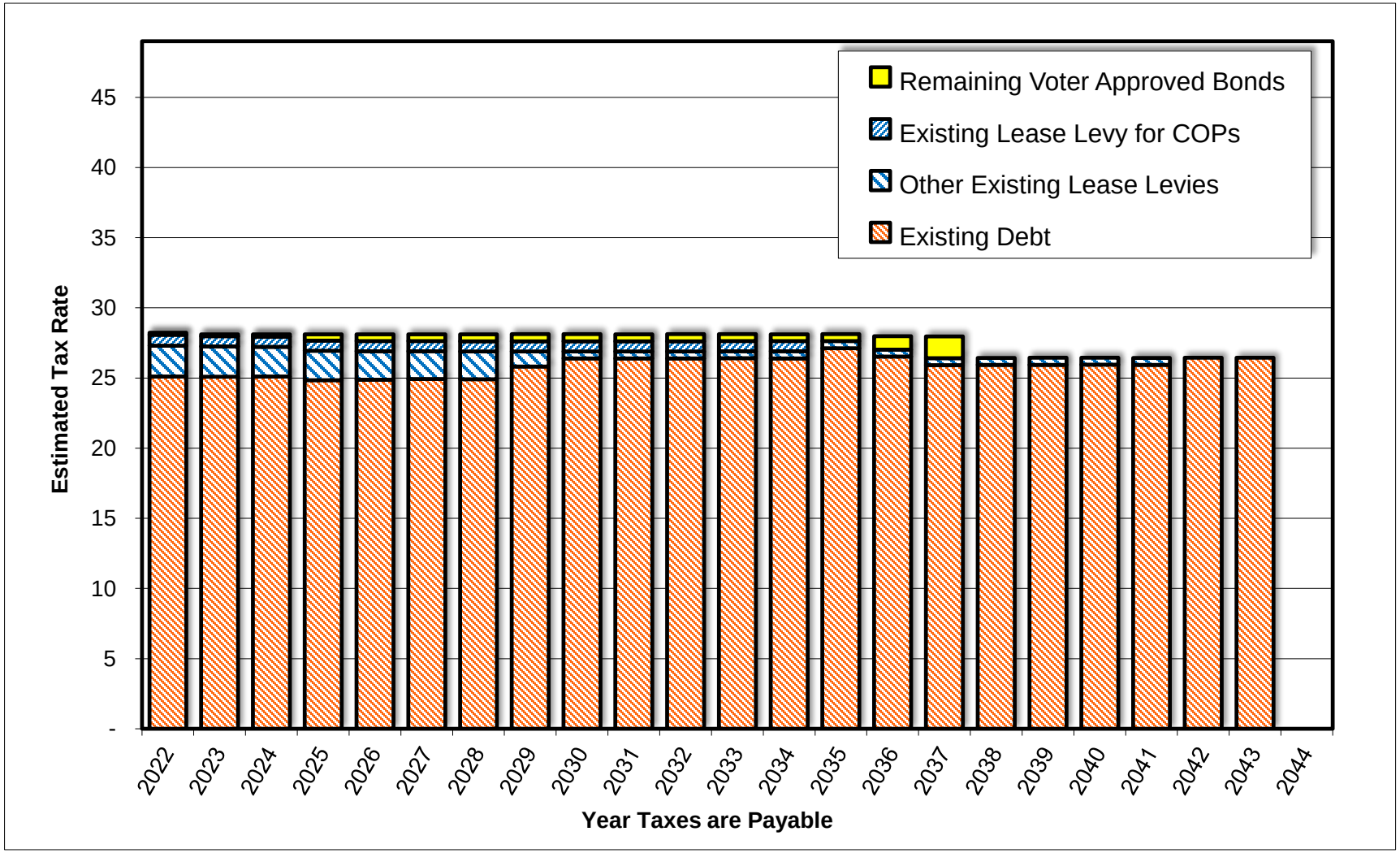
RESULTS OF BOND SALE

Moorhead Area Public Schools, ISD 152

Estimated Tax Rates for Capital and Debt Service Levies
Existing Commitments and Proposed New Debt

$2,645,000 Voter Bond Issue
16 Years
Wrapped Around Existing Debt

Date Prepared: **June 27, 2022**



MOODY'S
INVESTORS SERVICE

Rating Action: Moody's assigns Aa3 UND & Aa2 ENH to Moorhead ISD 152, MN's GOULT bonds

23 Jun 2022

New York, June 23, 2022 -- Moody's Investors Service has assigned Aa3 underlying and Aa2 enhanced ratings to Moorhead Independent School District 152, MN's $2.6 million General Obligation School Building Bonds, Series 2022A. Moody's maintains the Aa3 issuer and outstanding general obligation unlimited tax (GOULT) ratings. The issuer rating reflects the district's ability to repay debt and debt-like obligations without consideration of any pledge, security, or structural features. Post issuance, the district will have $192 million in GOULT debt.

RATINGS RATIONALE

The Aa3 issuer rating reflects a solid financial position that is supported by historical enrollment growth that dipped during the pandemic but recovered in the 2021-22 school year. The rating also incorporates the district's above average debt burden following capital projects to accommodate growing enrollment that will increase fixed costs in coming years. Further considered in the rating is the average pension burden and satisfactory resident incomes and property wealth.

The GOULT rating of Aa3 is the same as the issuer rating because of the district's full faith and credit pledge with authority to raise ad valorem property taxes unlimited as to rate or amount.

The enhanced rating on the current bonds reflects the additional security provided by the State of Minnesota's School District Credit Enhancement Program. The Aa2 enhanced programmatic rating is notched once from the State of Minnesota's Aa1 general obligation unlimited tax (GOULT) rating. The enhanced rating reflects sound program mechanics and the State of Minnesota's pledge of an unlimited appropriation from its General Fund should the district be unable to meet debt service requirements. The program's mechanics include a provision for third party notification of pending deficiency. If the school district does not transfer funds necessary to pay debt to the paying agent at least three days prior to the payment due date, the state will appropriate the payment to the paying agent directly.

RATING OUTLOOK

Moody's typically does not assign outlooks to local governments with this amount of debt outstanding.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Material growth of operating reserves and liquidity

- Significant moderation of debt burden

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATINGS

- Weakening of operating reserves or liquidity

- Further increases of debt or pension burdens

- Deterioration of property wealth or resident income levels

LEGAL SECURITY

The district's GOULT bonds, including the Series 2021A bonds, are supported by the district's full faith and credit pledge and authority to levy property taxes unlimited as to rate or amount to pay debt service. The bonds are secured by statute and benefit from the State of Minnesota's School District Credit Enhancement Program which provides for an unlimited advance from the state's general fund should the district be unable to meet debt service requirements.

USE OF PROCEEDS

The bonds will finance improvements to school sites, including the high school and the district's career academy.

PROFILE

Moorhead Independent School District 152 is located in Clay County, adjacent to the Fargo, North Dakota metro area in west central Minnesota (Aa1 positive). The district serves the City of Moorhead (Aa3) and surrounding unincorporated areas, operating an early childhood learning center, five elementary schools, one middle school, one high school and three supplemental learning facilities. The district serves over 7,000 students.

METHODOLOGY

The principal methodology used in the underlying rating was US K-12 Public School Districts Methodology published in January 2021 and available at https://ratings.moodys.com/api/rmc-documents/70054 . The principal methodology used in the enhanced rating was State Aid Intercept Programs and Financings Methodology published in March 2022 and available at https://ratings.moodys.com/api/rmc-documents/356903 . Alternatively, please see the Rating Methodologies page on https://ratings.moodys.com for a copy of these methodologies.

REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on https://ratings.moodys.com/rating-definitions.

For ratings issued on a program, series, category/class of debt or security this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series, category/class of debt, security or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the issuer/deal page for the respective issuer on https://ratings.moodys.com.

The ratings have been disclosed to the rated entity or its designated agent(s) and issued with no amendment resulting from that disclosure.

These ratings are solicited. Please refer to Moody's Policy for Designating and Assigning Unsolicited Credit Ratings available on its website https://ratings.moodys.com.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Moody's general principles for assessing environmental, social and governance (ESG) risks in our credit analysis can be found at https://ratings.moodys.com/documents/PBC_1288235.

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MOODY'S
INVESTORS SERVICE

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MOODY'S
INVESTORS SERVICE

CREDIT OPINION
24 June 2022

Send Your Feedback

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Moorhead Independent School District 152, MN

Update to credit analysis

Summary

Moorhead Independent School District 152, MN's (Aa3) credit profile is characterized by a solid financial position that is supported by historical enrollment growth that dipped during the pandemic but recovered in the 2021-22 school year. The district has an above average debt burden following capital projects to accommodate growing enrollment, which will also cause fixed costs to increase in coming years. Resident incomes and property wealth are satisfactory in the diverse and growing economy tied to the Fargo, North Dakota (Aa2 stable) metro area. The district's pension burden is moderate.

Credit strengths

» Consistent enrollment growth, a favorable factor in state aid

» Adequate capacity across facilities will accommodate growing student population for ten years, based on recent projections

Credit challenges

» Above average debt burden

» Below average financial reserves compared to similarly rated peers

Rating outlook

Moody's typically does not assign outlooks to local governments with this amount of debt.

Factors that could lead to an upgrade

» Material growth of operating reserves and liquidity

» Significant moderation of debt burden

Factors that could lead to a downgrade

» Weakening of operating reserves or liquidity

» Further increases of debt or pension burdens

» Deterioration of property wealth or resident income levels

Key indicators

Exhibit 1
Moorhead Independent School District 152, MN

	2018	2019	2020	2021	Aa Medians
Economy					
Resident income	110.8%	106.1%	102.8%	N/A	112.2%
Full value ($000)	$4,123,447	$4,295,015	$4,395,354	$4,402,246	$3,864,784
Population	46,743	47,035	46,994	N/A	31,619
Full value per capita	$88,215	$91,315	$93,530	N/A	$115,171
Enrollment	6,799	7,027	7,189	7,143	4,288
Enrollment trend	N/A	3.3%	2.6%	1.7%	0.1%
Financial performance					
Operating revenue ($000)	$88,059	$97,606	$100,030	$109,085	$71,385
Available fund balance ($000)	$21,564	$19,573	$15,959	$15,830	$18,076
Net cash ($000)	$27,054	$28,315	$23,864	$25,999	$21,642
Available fund balance ratio	24.5%	20.1%	16.0%	14.5%	26.8%
Net cash ratio	30.7%	29.0%	23.9%	23.8%	31.5%
Leverage					
Debt ($000)	$106,227	$104,786	$214,025	$206,982	$51,433
ANPL ($000)	$207,787	$166,359	$206,585	$273,239	$111,819
OPEB ($000)	$3,328	$2,162	$2,659	$1,781	$10,587
Long-term liabilities ratio	360.4%	280.0%	423.1%	441.9%	317.0%
Implied debt service ($000)	$8,302	$7,827	$7,640	$15,327	$3,485
Pension tread water ($000)	$4,709	$4,468	$4,731	$5,570	$2,924
OPEB contributions ($000)	$0	$0	$0	$0	$368
Fixed-costs ratio	14.8%	12.6%	12.4%	19.2%	11.5%

For definitions of the metrics in the table above please refer to the US K-12 Public School Districts Methodology or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published K12 Median Report.
Sources: US Census Bureau, Moorhead Independent School District 152, MN's financial statements and Moody's Investors Service

Profile

Moorhead Independent School District 152 is located in Clay County, adjacent to the Fargo, North Dakota metro area in west central Minnesota (Aa1 positive). The district serves the City of Moorhead (Aa3) and surrounding unincorporated areas, operating an early childhood learning center, five elementary schools, one middle school, one high school and three supplemental learning facilities. The district serves over 7,000 students.

Detailed credit considerations

Economy: robust economy supports healthy wealth and income levels and enrollment growth

We expect the district's local economy to remain stable, based on ties to the Fargo metro area. Median household income is a solid 103% of the national median and property wealth, measured by a full value per capita of $94,000, is on par with similarly rated peers. The district benefits from the presence of Minnesota State University at Moorhead and Concordia College.

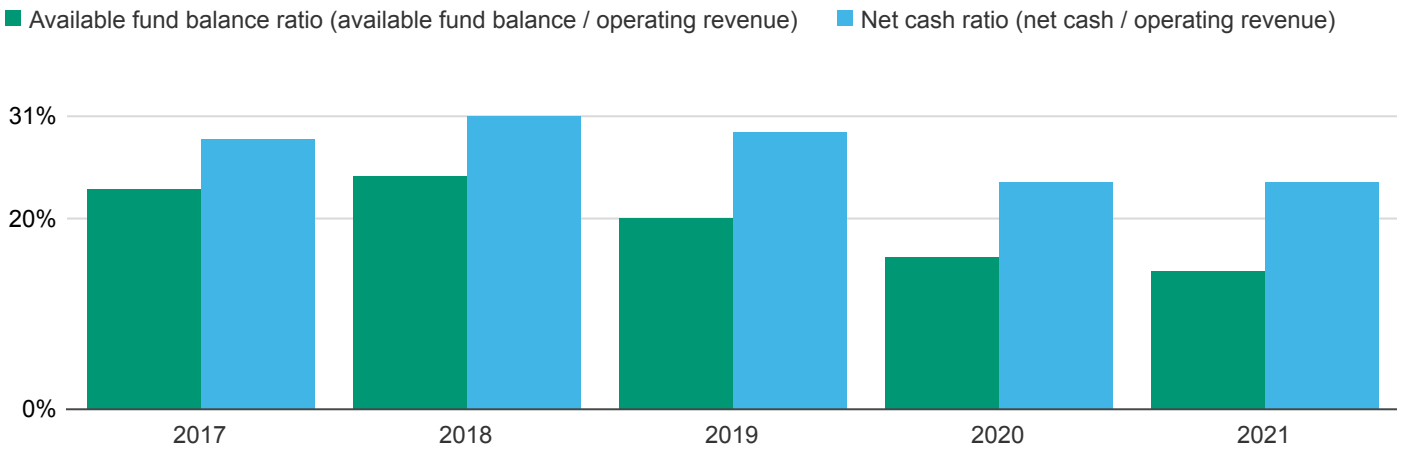
We expect enrollment to continue growing in the coming years, based on demographic trends. Enrollment grew by an average of 200 students per year from 2016 until 2020 before losing nearly 50 students in the 2020-21 school year. These losses were related to the pandemic. Enrollment rebounded in the 2021-22 school year and management expects to continue to add about 100 students annually.

Financial operations: adequate financial position narrowed following capital investment, but will recover in subsequent years

Financial reserves have likely hit a low point at the close of fiscal 2021 following capital investment, and fund balance is expected to grow in the coming years. Management expects to close fiscal 2022 with a surplus of about $7 million. The district closed fiscal 2021

with $16 million in operating fund balance, equivalent to 15% of operating revenue. This followed a draw down of $3.6 million in 2020 and $200,000 in 2021, most of which funded capital projects to address capacity issues associated with growing enrollment.

Exhibit 2
Fund balance and cash balance as percentage of operating revenues



Source: Issuer financial statements; Moody's Investors Service

State aid accounted for 72% of operating revenue in 2021, followed by property taxes at 17%.

Liquidity
The district closed fiscal 2021 with a net cash position of $26 million, equal to 24% of revenue across operating funds.

Leverage: elevated liabilities will persist

The district's debt burden will remain elevated due to ongoing capital needs associated with growing enrollment. Total long-term liabilities (including pensions and other post-employment benefits (OPEB)) were 442% of revenue in 2021. As the district's enrollment has grown, it has issued debt to renovate facilities to add capacity. Between some additional capital projects (totaling under $10 million) and shifting of office space, classroom usage, and school boundaries, management expects current facilities can accommodate enrollment growth for the next decade, at which time the district will seek a larger bonding authority to add a school.

Fixed costs, inclusive of debt service, pension contributions, and OPEB contributions, accounted for a moderate 19% of revenue in 2021.

Legal security
The district's general obligation unlimited tax (GOULT) bonds are supported by the district's full faith and credit pledge and authority to levy property taxes unlimited as to rate or amount to pay debt service.

Debt structure
The district's debt burden is primarily comprised of GOULT bonds ($192 million), but also includes $3.4 million in COPs and several capital leases with a total of $8.2 million outstanding. All of the district's debt is fixed rate. Amortization is slow, with 36% retired within 10 years.

Debt-related derivatives
The district is not party in any derivative agreements.

Pensions and OPEB
The district participates in two multiple-employer cost-sharing plans, the General Employees Retirement Fund (GERF) and the Teachers Retirement Association of Minnesota (TRA). Most of its unfunded liabilities are attributable to the TRA. The adjusted net pension liability (ANPL) totals $273 million, equal to 250% of operating revenue.

OPEB obligations do not represent a material credit risk for the district. The adjusted net OPEB liability for the district totals about $1.8 million.

ESG considerations

Environmental

Environmental risk is generally low for the local government sector and does not factor materially into the district's credit profile. Data from Moody's ESG Solutions indicates that the district's home of Clay County has moderate exposure to water stress and little or no exposure to heat stress. Water stress could directly impact the district through increased operational costs or indirectly by disrupting agricultural activity, which is a driver of the regional economy.

Social

Social considerations provide strength to the district's credit profile. Along with solid wealth and income levels, the low median age of 31 years provides a young workforce that also contributes to steady enrollment growth, yielding additional state aid revenue and increased local option revenue.

Governance

The district benefits from conservative budgeting practices that generally yield favorable variance at the close of the fiscal year. Management is also proactive in budgeting and creates five year financial projections to stay ahead of any challenges that might arise from the notable enrollment growth.

Minnesota school districts have an Institutional Framework score [1] of A. The state controls the bulk of school district revenue through a per-pupil funding formula. The state has provided for regular annual increases in the funding formula for several years but has occasionally delayed disbursements. Districts can generate a moderate amount of additional locally determined revenue with the ability to levy up to $724 per pupil. Most districts levy at the cap and can go to voters for an additional levy up to the standard referendum cap, which is just under $1,800 per pupil and increases with inflation.

Rating methodology and scorecard factors

The US K-12 Public School Districts Methodology includes a scorecard, a tool providing a composite score of a school district's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching factors dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare school district credits.

Exhibit 3

Moorhead Independent School District 152, MN

	Measure	Weight	Score
Economy			
Resident Income (MHI Adjusted for RPP / US MHI)	102.8%	10.0%	Aa
Full value per capita (full valuation of the tax base / population)	93,677	10.0%	A
Enrollment trend (three-year CAGR in enrollment)	1.1%	10.0%	Aa
Financial performance			
Available fund balance ratio (available fund balance / operating revenue)	14.5%	20.0%	A
Net cash ratio (net cash / operating revenue)	23.8%	10.0%	Aa
Institutional framework			
Institutional Framework	A	10.0%	A
Leverage			
Long-term liabilities ratio ((debt + ANPL + adjusted net OPEB) / operating revenue)	444.6%	20.0%	Baa
Fixed-costs ratio (adjusted fixed costs / operating revenue)	19.2%	10.0%	Aa
Notching factors			
Potential for significant change in leverage	0.50		
Scorecard-Indicated Outcome			A1
Assigned Rating			**Aa3**

Sources: US Census Bureau, Moorhead Independent School District 152, MN's financial statements and Moody's Investors Service

Appendix

Exhibit 4
Key Indicators Glossary

	Definition	Typical Source*
Economy		
Resident income	Median Household Income (MHI), adjusted for Regional Price Parity (RPP), as a % of the US	MHI: American Community Survey (US Census Bureau) RPP: US Bureau of Economic Analysis
Full value ($000)	Estimated market value of taxable property accessible to the district	State repositories, district's audited financial reports, offering documents or continuing disclosure
Population	Population of school district	American Community Survey (US Census Bureau)
Full value per capita	Full value / population of school district	
Enrollment	Student enrollment of school district	State data publications
Enrollment trend	3-year Compound Annual Growth Rate (CAGR) of Enrollment	State data publications; Moody's Investors Service
Financial performance		
Operating revenue ($000)	Total annual operating revenue in what we consider to be the district's operating funds	Audited financial statements
Available fund balance ($000)	Committed, assigned and unassigned fund balances in what we consider to be the district's operating funds	Audited financial statements
Net cash ($000)	Net cash (cash and liquid investments minus short-term debt) in what we consider to be the district's operating funds	Audited financial statements
Available fund balance ratio	Available fund balance / Operating Revenue	Audited financial statements
Net cash ratio	Net Cash / Operating Revenue	Audited financial statements
Leverage		
Debt ($000)	District's direct gross debt outstanding	Audited financial statements; official statements
ANPL ($000)	District's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
OPEB ($000)	District's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Long-term liabilities ratio	Debt, ANPL and OPEB liabilities as % of operating revenue	Audited financial statements, official statements; Moody's Investors Service
Implied debt service ($000)	Annual cost to amortize district's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Investors Service
Pension tread water ($000)	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Investors Service
OPEB contributions ($000s)	District's actual contribution in a given period, typically the fiscal year	Audited financial statements; official statements
Fixed-costs ratio	Implied debt service, pension tread water and OPEB contributions as % of operating revenue	Audited financial statements, official statements, pension system financial statements

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the US K-12 Public School Districts Methodology.
Source: Moody's Investors Service

Endnotes

1 The institutional framework score categorically assesses whether a district has the legal ability to raise the bulk of its operating revenue at the local level or if the state determines the bulk of its operating revenue. Beyond the local versus state categorization, the strength of the institutional framework score is a measure of the district's flexibility in raising additional locally determined operating revenue. See US K-12 Public School Districts Methodology for more details.

REPORT NUMBER 1332514

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

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MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo EDOHRO.22.174R

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/15/2022

RE: Resolution Adopting Post-Issuance Debt Compliance Policy for Tax-exempt and Tax-advantage Governmental Bonds

Moorhead Area Public Schools, ISD #152, from time to time will issue tax-exempt and tax-advantaged governmental bonds. The district is required to take certain actions after bond issuance to ensure that interest on those bonds remains in compliance with the Internal Revenue Code of 1986 and the Securities and Exchange Commission. Administration recommends that it is in the best interest of the district to adopt such a policy regarding how the district will carry out its compliance responsibilities via written procedures. Attached are the Post-Issuance Debt Compliance Policy and the Post-Issuance Debt Compliance Procedures for your review.

Suggested Resolution: Move to approve the adoption of the Post-Issuance Debt Compliance Policy and authorize district staff to take all actions necessary to carry out the Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures.

KD/dmb

ATTACHMENTS:
Resolution of Adoption Post-Issuance Debt Compliance Policy Post-Issuance Debt Compliance Policy Post-Issuance Debt Compliance Procedures

Independent School District No. 152
(Moorhead Area Public Schools), Minnesota

Resolution Adopting Post-Issuance Debt Compliance Policy for Tax-exempt and Tax-advantaged Governmental Bonds

WHEREAS, the Independent School District No. 152 (Moorhead Area Public Schools), Minnesota (the "District") from time to time will issue tax-exempt and tax-advantaged governmental bonds; and

WHEREAS, under the Internal Revenue Code of 1986, as amended and related regulations (the "Code"), and Securities and Exchange Commission (the "SEC") the District is required to take certain actions after bond issuance to ensure that interest on those bonds remains in compliance with the Code and SEC; and

WHEREAS, the District has determined to adopt a policy regarding how the District will carry out its compliance responsibilities via written procedures, and to that end, has caused to be prepared documents titled Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures; and

WHEREAS, The School Board (the "Board") of the District has reviewed the Post-Issuance Debt Compliance Policy in connection with the Post-Issuance Debt Compliance Procedures and has determined that it is in the best interest of the District to adopt the Policy.

NOW THEREFORE, BE IT RESOLVED BY THE INDEPENDENT SCHOOL DISTRICT NO. 152 (MOORHEAD AREA PUBLIC SCHOOLS), MINNESOTA; the Board approves the Policy as shown in the form attached; and

BE IT FURTHER RESOLVED; the District staff is authorized to take all actions necessary to carry out the Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures.

Adopted by the Independent School District No. 152 (Moorhead Area Public Schools), Minnesota this 27th day of June.

ATTEST:

School Board Chair	School Board Clerk

Independent School District No. 152
(Moorhead Area Public Schools), Minnesota
Post-Issuance Debt Compliance Policy

The School Board (the "Board") of the Independent School District No. 152 (Moorhead Area Public Schools), Minnesota (the "District") has chosen, by policy, to take steps to help ensure that all obligations will be in compliance with all applicable federal regulations. This policy may be amended, as necessary, in the future.

IRS Background
The Internal Revenue Service (IRS) is responsible for enforcing compliance with the Internal Revenue Code (the "Code") and regulations promulgated thereunder ("Treasury Regulations") governing certain obligations (for example: tax-exempt obligations, Build America Bonds, Recovery Zone Development Bonds and various "Tax Credit" Bonds). The IRS encourages issuers and beneficiaries of these obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

SEC Background
The Securities and Exchange Commission (SEC) is responsible for enforcing compliance with the SEC Rule 15c2-12 (the "Rule"). Governments or governmental entities issuing obligations generally have a requirement to meet specific continuing disclosure standards set forth in continuing disclosure agreements ("CDA"). Unless the issuer, obligated person, or a specific obligation is exempt from compliance with CDAs, these agreements are entered into at the time of obligation issuance to enable underwriter(s) to comply with the Rule. The Rule sets forth certain obligations of (i) underwriters to receive, review and disseminate official statements prepared by issuers of most primary offerings of municipal securities, (ii) underwriters to obtain CDAs from issuers and other obligated persons to provide material event disclosure and annual financial information on a continuing basis, and (iii) broker-dealers to have access to such continuing disclosure in order to make recommendations of municipal securities transactions in the secondary market. The SEC encourages issuers and beneficiaries adopt and implement a post-issuance debt compliance policy and procedures to safeguard against Rule violations.

When obligations are issued, the CDA commits the issuer or obligated person to provide certain annual financial information and material event notices to the public. Issuers and other obligated persons may also choose to provide periodic, voluntary financial information and filings to investors in addition to fulfilling the specific responsibilities delineated in their CDA. It is important to note that issuers and other obligated persons should not give any one investor certain information that is not readily available to all market participants by disseminating information to the marketplace, at large. Issuers and other obligated persons should be aware that any disclosure activities determined to be "communicating to the market" can be subject to regulatory scrutiny.

Post-Issuance Debt Compliance Policy Objective
The District desires to monitor these obligations to ensure compliance with the IRS Code, Treasury Regulations and the SEC Rule. To help ensure compliance, the District has

developed the following policy (the "Post-Issuance Debt Compliance Policy"). The Post-Issuance Debt Compliance Policy shall apply to the obligations mentioned above, including bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper or any other form of debt that is subject to compliance.

Post-Issuance Debt Compliance Policy
The Assistant Superintendent of Business and Administrative Services of the District is designated as the District's agent who is responsible for post-issuance compliance of these obligations.

The Assistant Superintendent of Business and Administrative Services shall assemble all relevant documentation, records and activities required to ensure post-issuance debt compliance as further detailed in corresponding procedures (the "Post-Issuance Debt Compliance Procedures"). At a minimum, the Post-Issuance Debt Compliance Procedures for each qualifying obligation will address the following:

1. General Post-Issuance Compliance
2. General Recordkeeping
3. Arbitrage Yield Restriction and Rebate Recordkeeping
4. Expenditure and Asset Documentation to be Assembled and Retained
5. Miscellaneous Documentation to be Assembled and Retained
6. Additional Undertakings and Activities that Support Sections 1 through 5 above
7. Continuing Disclosure Obligations
8. Compliance with Future Requirements

The Assistant Superintendent of Business and Administrative Services shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the Assistant Superintendent of Business and Administrative Services will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.

The Assistant Superintendent of Business and Administrative Services or any other individuals responsible for assisting the Assistant Superintendent of Business and Administrative Services in maintaining records needed to ensure post-issuance debt compliance, are authorized to expend funds as needed to attend training or secure use of other educational resources for ensuring compliance such as consulting, publications, and compliance assistance.

Most of the provisions of this Post-Issuance Debt Compliance Policy are not applicable to taxable governmental obligations unless there is a reasonable possibility that the District may refund their taxable governmental obligation, in whole or in part, with the proceeds of a tax-exempt governmental obligation. If this refunding possibility exists, then the Assistant Superintendent of Business and Administrative Services shall treat the taxable governmental obligation as if such issue were an issue of tax-exempt governmental obligations and comply with the requirements of this Post-Issuance Debt Compliance Policy.

Private Activity Bonds
The District may issue tax-exempt obligations that are "private activity" bonds because either (1) the bonds finance a facility that is owned by the District but used by one or more qualified 501(c)(3) organizations, or (2) the bonds are so-called "conduit bonds", where the proceeds are loaned to a qualified 501(c)(3) organization or another private entity that finances activities eligible for tax-exempt financing under federal law (such as certain manufacturing projects and certain affordable housing projects). Prior to the issuance of either of these types of bonds, the Assistant Superintendent of Business and Administrative Services shall take steps necessary to ensure that such obligations will remain in compliance with the requirements of this Post-Issuance Debt Compliance Policy.

In a case where compliance activities are reasonably within the control of a private party (i.e., a 501(c)(3) organization or conduit borrower), the the Assistant Superintendent of Business and Administrative Services may determine that all or some portion of compliance responsibilities described in this Post-Issuance Debt Compliance Policy shall be assigned to the relevant party. In the case of conduit bonds, the conduit borrower will be assigned all compliance responsibilities other than those required to be undertaken by the District under federal law. In a case where the Assistant Superintendent of Business and Administrative Services is concerned about the compliance ability of a private party, the Assistant Superintendent of Business and Administrative Services may require that a trustee or other independent third party be retained to assist with record keeping for the obligation and/or that the trustee or such third party be responsible for all or some portion of the compliance responsibilities.

The Assistant Superintendent of Business and Administrative Services necessary, of bond counsel and/or its financial advisor to ensure the District is in compliance with this Post-Issuance Debt Compliance Policy.

Adopted this date June 27, 2022 by the Independent School District No. 152 (Moorhead Area Public Schools), Minnesota

Independent School District No. 152
(Moorhead Area Public Schools), Minnesota
Post-Issuance Debt Compliance Procedures

The School Board (the "Board") of the Independent School District No. 152 (Moorhead Area Public Schools), Minnesota (the "District") has adopted the attached Post-Issuance Debt Compliance Policy dated June 27, 2022. The Post-Issuance Debt Compliance Policy applies to qualifying debt obligations issued by the District. As directed by the adoption of the Post-Issuance Debt Compliance Policy, the Assistant Superintendent of Business and Administrative Services of the District will perform the following Post-Issuance Debt Compliance Procedures for all of the District's outstanding debt.

1) General Post-Issuance Compliance
   a) Ensure written procedures and/or guidelines have been put in place for individuals to follow when more than one person is responsible for ensuring compliance with Post-Issuance Debt Compliance Procedures.
   b) Ensure training and/or educational resources for post-issuance compliance have been approved and obtained.
   c) The Assistant Superintendent of Business and Administrative Services understands that there are options for voluntarily correcting failures to comply with post-issuance compliance requirements (e.g. as remedial actions under Section 1.141-12 of the Treasury Regulations and the ability to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31(the "VCAP Program")).

2) General Recordkeeping
   a) Retain records and documents for the obligation and all obligations issued to refund the obligation for a period of at least seven years following the final payment of the obligation. If an obligation is refunded, then the final payment of the refunding obligation becomes the beginning of the period unless otherwise directed by the District's bond counsel.
   b) Retain electronic (preferred) and/or paper versions of records and documents for the obligation.
   c) General records and documentation to be assembled and retained:
      i) Description of the purpose of the obligation (i.e. the project or projects) and the state statute authorizing the project.
      ii) Record of tax-exempt status or revocation of tax-exempt status, if applicable.
      iii) Any correspondence between the District and the IRS.
      iv) Audited financial statements.
      v) All accounting audits of property financed by the obligation.
      vi) Obligation transcripts, official statements, and other offering documents of the obligation.

vii) Minutes and resolutions authorizing the issuance of the obligation.
viii) Certifications of the issue price of the obligation.
ix) Any formal elections for the obligation (i.e. an election to employ an accounting methodology other than the specific tracing method).
x) Appraisals, demand surveys, or feasibility studies for property financed by the obligation.
xi) All information reports filed for the obligations.
xii) All management contracts and other service agreements, research contracts, and naming rights contracts.
xiii) Documents related to governmental grants associated with construction, renovation or purchase of property financed by the obligation.
xiv) Reports of any prior IRS examinations of the District or the District's obligation.
xv) All correspondence related to the above (faxes, emails, or letters).

3) Arbitrage Yield Restriction and Rebate Recordkeeping

a) Investment and arbitrage documentation to be assembled and retained:

i) An accounting of all deposits, expenditures, interest income and asset balances associated with each fund established in connection with the obligation. This includes an accounting of all monies deposited to the debt service fund to make debt service payments on the obligation, regardless of the source derived. Accounting for expenditures and assets is described in further detail in Section 4.
ii) Statements prepared by Trustee and/or Investment Provider.
iii) Documentation of at least quarterly allocations of investments and investment earnings to each obligation.
iv) Documentation for investments made with obligation proceeds such as:
(1) investment contracts (i.e. guaranteed investment contracts),
(2) credit enhancement transactions (i.e. obligation insurance contracts),
(3) financial derivatives (e.g. swaps, caps, and collars), and
(4) bidding of financial products:
(a) Investments acquired with obligation proceeds are purchased at fair market value (e.g. three bid safe harbor rule for open market securities needed in advance refunding escrows).

b) Computations of the arbitrage yield.

c) Computations of yield restriction and rebate amounts including but not limited to:

i) Compliance in meeting the "Temporary Period from Yield Restriction Exception" and limiting the investment of funds after the temporary period expires.
ii) Compliance in meeting the "Rebate Exception."
(1) qualifying for the "Small Issuer Exception,"
(2) qualifying for a "Spending Exception,"
(a) 6-Month Spending Exception

(b) 18-Month Spending Exception
(c) 24-Month Spending Exception
(3) qualifying for the "Bona Fide Debt Service Fund Exception," and
(4) quantifying arbitrage on all funds established in connection with the obligation in lieu of satisfying arbitrage exceptions including reserve funds and debt service funds.

d) Computations of yield restriction and rebate payments.

e) Timely Tax Form 8038-T filing, if applicable.
   i) Remit any arbitrage liability associated with the obligation to the IRS at each five-year anniversary date of the obligation, and the date in which the obligation is no longer outstanding (redemption or maturity date), whichever comes sooner, within 60 days of said date.

f) Timely Tax Form 8038-R filing, if applicable.
   i) Remit the form after the date in which the obligation is no longer outstanding (redemption or maturity date), whichever comes sooner, within 2 years of said date.

g) Procedures or guidelines for monitoring instances where compliance with applicable yield restriction requirements depends on subsequent reinvestment of obligation proceeds in lower yielding investments (e.g. reinvestment in zero coupon SLGS).

4) Expenditure and Asset Documentation to be Assembled and Retained

a) Documentation of allocations of obligation proceeds to expenditures (e.g. allocation of proceeds to expenditures for the construction, renovation or purchase of facilities owned and used in the performance of exempt purposes).
   i) Such allocation will be done not later than the earlier of:
      (1) eighteen (18) months after the later of the date the expenditure is paid, or the date the project, if any, that is financed by the obligation is placed in service; or
      (2) the date sixty (60) days after the earlier of the fifth anniversary of the issue date of the obligation, or the date sixty (60) days after the retirement of the obligation.

b) Documentation of allocations of obligation proceeds to issuance costs.

c) Copies of requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to obligation proceed expenditures during the construction period.

d) Copies of all contracts entered into for the construction, renovation or purchase of facilities financed with obligation proceeds.

e) Records of expenditure reimbursements incurred prior to issuing obligations for projects financed with obligation proceeds (declaration of official intent/reimbursement resolutions including all modifications).

f) List of all facilities and equipment financed with obligation proceeds.

g) Depreciation schedules for depreciable property financed with obligation proceeds.

h) Documentation that tracks the purchase and sale of assets financed with obligation proceeds.

i) Documentation of timely payment of principal and interest payments on the obligation.

j) Tracking of all issue proceeds and the transfer of proceeds into the debt service fund as appropriate.

k) Documentation that excess earnings from a Reserve Fund are transferred to the Debt Service Fund on an annual basis. Excess earnings are balances in a Reserve Fund that exceed the Reserve Fund requirement.

5) Miscellaneous Documentation to be Assembled and Retained

a) Ensure that the project, while the obligation is outstanding, will avoid IRS private activity concerns.

b) The Assistant Superintendent of Business and Administrative Services shall monitor the use of all obligation-financed facilities in order to:

i) Determine whether private business uses of obligation-financed facilities have exceeded the *de minimus* limits set forth in Section 141(b) of the Code as a result of:

(1) sale of the facilities;
(2) sale of District capacity rights;
(3) leases and subleases of facilities including easements or use arrangements for areas outside the four walls (e.g. hosting of cell phone towers);
(4) leasehold improvement contracts, licenses, management contracts in which the District authorizes a third party to operate a facility (e.g. cafeteria);
(5) research contracts;
(6) preference arrangements in which the District permits a third-party preference (e.g. parking in a public parking lot, joint ventures, limited liability companies or partnership arrangements);
(7) output contracts or other contracts for use of utility facilities including contracts with large utility users;
(8) development agreements which provide for guaranteed payments or property values from a developer;
(9) grants or loans made to private entities including special assessment agreements;
(10) naming rights agreements; and
(11) any other arrangements that provide special legal entitlements to nongovernmental persons.

ii) Determine whether private security or payments that exceed the *de minimus* limits set forth in Section 141(b) of the Code have been provided

by nongovernmental persons with respect to such obligation-financed facilities.

c) The Assistant Superintendent of Business and Administrative Services shall provide training and educational resources to any District staff that have the primary responsibility for the operation, maintenance, or inspection of obligation-financed facilities with regard to the limitations on the private business use of obligation-financed facilities and as to the limitations on the private security or payments with respect to obligation-financed facilities.

d) The District shall undertake the following with respect to the obligations:

   i) An annual review of the books and records maintained by the District with respect to such obligations.

   ii) An annual physical inspection of the facilities financed with the proceeds of such obligations, conducted by the Assistant Superintendent of Business and Administrative Services with the assistance of any District staff who have the primary responsibility for the operation, maintenance, or inspection of such obligation-financed facilities.

e) Changes in the project that impact the terms or commitments of the obligation are properly documented and necessary certificates or opinions are on file.

6) Additional Undertakings and Activities that Support Sections 1 through 5 above:

a) The Assistant Superintendent of Business and Administrative Services will notify the District's bond counsel, financial advisor and arbitrage provider of any survey or inquiry by the IRS immediately upon receipt. Usually responses to IRS inquiries are due within 21 days of receipt. Such IRS responses require the review of the above-mentioned data and must be in writing. As much time as possible is helpful in preparing the response.

b) The Assistant Superintendent of Business and Administrative Services will consult with the District's bond counsel, financial advisor and arbitrage provider before engaging in post-issuance credit enhancement transactions (e.g. obligation insurance, letter of credit, or hedging transaction).

c) The Assistant Superintendent of Business and Administrative Services will monitor all "qualified tax-exempt debt obligations" (often referred to as "bank qualified" obligations) within the first calendar year to determine if the limit is exceeded, and if exceeded, will address accordingly. For obligations issued during years 2009 and 2010 the limit was $30,000,000. During this period, the limit also applied to pooled financings of the governing body and provides a separate $30,000,000 for each 501 (c)(3) conduit borrower. In 2011 and thereafter it is $10,000,000 unless changed by Congress.

d) Identify any post-issuance change to terms of obligations which could be treated as a current refunding of "old" obligations by "new" obligations, often referred to as a "reissuance."

e) The Assistant Superintendent of Business and Administrative Services will consult with the District's bond counsel prior to any sale, transfer, change in use or change in users of obligation-financed property which may require

"remedial action" under applicable Treasury Regulations or resolution pursuant to the VCAP Program.

i) A remedial action has the effect of curing a deliberate action taken by the District which results in satisfaction of the private business test or private loan test. Remedial actions under Section 1.141-12(d)(e) and (f) include the redemption of non-qualified obligations and/or the alternative uses of proceeds or the facility (i.e. to be used for another qualified purpose).

f) The Assistant Superintendent of Business and Administrative Services will ensure that the appropriate tax form for federal subsidy payments is prepared and filed in a timely fashion for applicable obligations (e.g. Build America Bonds).

7) Continuing Disclosure Obligations

a) Identify a position at the District to be responsible for compliance with continuing disclosure obligations as defined by the Rule and any policies of the District.

b) The position responsible for compliance may have the ability to assign responsibilities, delegate where appropriate or engage a dissemination agent or third-party service providers to perform all or some of the duties described in this section. The District cannot delegate its compliance responsibilities.

c) The District should specify how providers or delegated authorities will be monitored and supervised.

d) The District should identify the documents that set forth the respective requirements being monitored at the time of closing for each obligation.

e) The District should catalog all outstanding Continuing Disclosure Agreements and establish consolidated filing requirements based on the outstanding CDAs.

f) The District should identify the frequency of the actions to be undertaken to ensure compliance, establish a system or filing alerts or reminders to administer the filing requirements.

g) The Assistant Superintendent of Business and Administrative Services for compliance must be made aware of any new outstanding debt, changes to obligation or loan covenants, events of acceleration or default that would materially affect investors.

h) The District should review a compliance checklist to verify compliance with CDA requirements, at least annually, although it may be advisable to provide more frequent reviews in connection to specific material events.

i) The District should monitor mandatory material events specifically identified in accordance with the Rule and file required notices within 10 days of occurrence.

i) Principal and interest payment delinquencies.

ii) Non-payment related defaults, if material.

iii) Unscheduled draws on debt service reserves reflecting financial difficulties.
iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
v) Substitution of credit or liquidity providers or their failure to perform.
vi) Adverse tax opinion, IRS notices or material events affecting the tax status of the obligation.
vii) Modifications to rights of security holders, if material.
viii) Obligation calls, if material.
ix) Defeasances.
x) Release, substitution or sale of property securing repayment of the obligations, if material.
xi) Rating Changes.
xii) Bankruptcy, insolvency, receivership, or similar event of the obligated person(s).
xiii) Merger, consolidation, or acquisition of the obligated person, if material.
xiv) Appointment of a successor or additional trustee, or change of name of a trustee, if material.
xv) Incurrence of financial obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material.
xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the District, any of which reflect financial difficulties.

j) In addition to the mandatory material events, the District should review and file any additional or voluntary event notices.
k) The District should maintain a catalog of all outstanding obligations whether publicly offered or privately placed, and the terms and conditions that govern default or acceleration provisions.
l) Any missed filing requirement should be remedied with a failure to file notice as soon as possible once the late filing is identified and the required information is available to file.
m) Sensitive information such as bank accounts and wire information should be redacted from documents prior to posting on EMMA.
n) The District needs to monitor for changes in law and regulations that effect continuing disclosure obligations and review disclosure policies and procedures periodically to ensure compliance and consistency with regulation and market expectations.

8) Compliance with Future Requirements

a) Take measures to comply with any future requirements issued beyond the date of these Post-Issuance Debt Compliance Procedures which are

essential to ensuring compliance with the applicable state and federal regulations.

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.164R

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/20/2022

RE: Annual Operating Plan 2022-2023

Attached please find a summary of the preliminary expenditures and revenue budgets, by fund, for the fiscal year 2023 and the draft 2022-2023 Annual Operating Plan.

Suggested Resolution: Move to approve the 2022-2023 Annual Operating Plan, including a preliminary budget and Long-Term Facility Maintenance Plan for the fiscal year 2023.

KLD:tra

ATTACHMENTS:
Annual Operating Plan 22-23

MOORHEAD

AREA PUBLIC SCHOOLS

2022-2023

Annual Operating Plan

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

2022-2023
ANNUAL OPERATING PLAN INDEX

SCHOOL BOARD

	Term Expiration
Melissa Burgard, Chairperson	January 2025
Cassidy Bjorklund, Vice Chairperson	January 2025
Kara Gloe, Clerk	January 2023
Rachel Stone, Treasurer	January 2023
Scott Steffes, Director	January 2025
Matt Valan, Director	January 2025
Keith Vogt, Director	January 2023

CENTRAL OFFICE TEAM

Dr. Brandon Lunak, Superintendent

Dr. Jeremy Larson, Assistant Superintendent of Learning and Accountability

Kristin Dehmer, Executive Director of Human Resources and Operations

Duane Borgeson, Executive Director of Learner Support Services

Dan Markert, Executive Director of Information Systems and Instructional Support

Brenda Richman, Executive Director of Community Engagement and Public Relations

INDEPENDENT SCHOOL DISTRICT 152
MOORHEAD, MINNESOTA

MISSION STATEMENT

The mission of Moorhead Area Public Schools is to develop the maximum potential of every learner to thrive in a changing world.

THE SCHOOL ENTITY

Moorhead Area Public Schools (MAPS) encompasses 206 square miles in Clay County, Minnesota and includes all or part of 11 townships. The district is 34 miles long, ranges from 3½ to 9½ miles wide and is bordered on the west by the Red River. The communities of Moorhead, Georgetown, Kragnes, Sabin, and Rustad are all part of the district. The district currently employs over 1,614 people in full and part-time positions. The district operates a maintenance garage, an education center, 5 elementary schools K-4, a middle school, a high school, a career academy, and an area learning center.

OBJECTIVES OF THE ANNUAL OPERATING PLAN

1. To approve the 2022-2023 preliminary budget.
2. To project revenue and expenditures for a three-year period beyond the current budget.
3. To present historical information.
4. To have the above information organized in such a manner that it may be used as a tool in the district's long-range planning process.

MOORHEAD AREA PUBLIC SCHOOLS

Operating Levy Priority Areas Update

June 2018

Priority Area 1: To provide a source of stable and predictable revenue to avoid further reductions including teacher and staff layoffs, program reductions or elimination, and reduced services.

Minnesota's financial outlook for the state has improved in the last couple of years. For the 2015-2016 and the 2016-2017 school years, two percent was added to the basic per pupil formula. In 2010, the district had been projecting deficits of $2 million for 2011-2012, $2.18 million for 2012-2013, and $3.7million for the 2013-2014 school year. Combining the referendum revenue with the increase in state aid, these deficits have been addressed and the fund balance has been stabilized.

Priority Area 2: To provide resources necessary to preserve and improve class sizes in the core academic areas at the secondary level and to preserve and improve class sizes at the elementary level.

Moorhead High School

Since 2011-2012 the high school has seen an increase in staffing in the following areas: Instrumental music, vocal music, English/Language Arts, mathematics, science, retained positions added with EduJobs funds (2.123 FTE in the areas of science, mathematics and English/Language Arts). The additional FTE allotments added to the high school allowed the high school to stay at or slightly below the district's targeted staffing ratio of 30:1 in core subjects

Horizon Middle School

2011-2012 School Year - Since 2011-2012, Horizon has seen an increase in staff in the following areas: instrumental music, vocal music, STEM, ELL, literacy support, mathematics, dean of students; teachers now teach 5 out of 6 classes which dramatically impacted class size; retained positions added with EduJobs funds. World Languages were increased 2.5 FTE to add world language offerings (Spanish and Chinese). STEM offerings also increased with this additional allotment.

Elementary School

Retained positions added with EduJobs funds and additional sections were added to accommodate increased enrollment and to remain within the district's targeted class size range.

District Wide Teaching FTE Changes

Year	Licensed Staffing	Increase/Decrease
2016-2017	476.10	17.08
2017-2018	503.86	27.76
2018-2019	525.89	22.03
2019-2020	551.67	18.83
2020-2021	573.72	22.05
2021-2022	573.72	0.00
2022-2023	574.42	.07

MOORHEAD AREA PUBLIC SCHOOLS
Operating Levy Priority Areas Update
June 2023

Priority Area 3: To repair and replace aging technology equipment and expand student use of and access to technology. ($294,000)

The Technology Department has conducted district wide technology audit, completed network infrastructure upgrade, upgraded wireless access points, upgraded the district's phone system, increased technology integration to include the expansion of online learning options (Haiku), transitioned to a more user-friendly data warehouse, implemented online teacher evaluation system, began a replacement cycle to bring the district's hardware back into a 5-6 year replacement cycle, added computer labs or iPads to accommodate the district's STEM initiative, upgraded security cameras and added cameras in buildings that did not have cameras. Increased student engagement and collaboration were common themes from this year's one-to-one technology pilot program in Moorhead Area Public Schools. The pilot examined the financial feasibility and instructional impact of a school-owned one-to-one student-computing environment. The School Board approved the Technology Integration Task Force's recommendation to implement a one-to-one computing environment for grades 6-8 students for 2016-17.

Priority Area 4: To provide increased access to world language. ($158,000)

Moorhead High School

2011-2012 School Year- Added Chinese

2012-2013 School Year- Added additional sections of Chinese based on student demand.

Horizon Middle School

2012-2013 School Year- Added Spanish and Chinese offerings.

2014-present- Committed to support World Language and Immersion Sections as needed.

Priority Area 5: To Provide increased access to early childhood programs. ($158,000)

2010-2011 School Year- Added Jump Start in January 2011 to serve an additional 36 at-risk preschool students in collaboration with Head Start.

2011-2012 School Year- Continued Jump Start and expanded preschool offerings. Leverage funding sources to maximize the use of resources from Community Education, special education, general education.

2012-2013 School Year- Expanded Jump Start, enrollment has tripled compared to 2011-2012.

2013-2014 School Year- All-day kindergarten was added to give all students access, regardless of ability to pay. K+ was eliminated.

2014-2015 School Year- The legislature approved funding for all-day kindergarten beginning with the 2014-15 school year.

2015-present- Enhance Jump Start and preschool programming

I. GENERAL FUND

INTRODUCTION

The district is anticipating 2022-2023 General Fund revenues of $110 million. This reflects an increase of approximately $1.8 million compared to 2021-2022. This increase is due primarily to the additional COVID dollars we will receive.

Moorhead School District residents voted on November 8, 2016, for an operating levy renewal that provides $223.66 per pupil in voter-approved funding each year for the next 10 years beginning with the 2018-19 school year. The vote was 12,274 yes and 6,853 no. 99% of Minnesota school districts use operating levy funding. Statewide the average operating levy authority is $1,187 per pupil. Moorhead Area Public Schools is below state average at $947.66 per pupil — of which $223.66 is voter approved and $724 is board approved. The operating levy generates approximately $1.5 million for the school district. This levy will expire in 2028.

Expenses for the General Fund are anticipated to be $110 million. This reflects an increase of approximately $725,000 compared to projected expenditures from 2021-2022. The primary reason for this increase is due to the expenses of COVID.

Projected changes to revenues and expenditures are made, when known, as close to actual amounts as possible; an increase in state or federal revenue is generally not assumed unless during a funding year. The general ed basic aid currently is $6,883 per ADM, an increase from 2020-21of $6,567 Assumed increases to expenditures range from approximately 2% for salaries to typically 4% for health insurance premiums. Energy costs are generally assumed to increase at a 5% annual rate. Other expenses are assumed to increase using the Consumer Price Index (CPI), which is typically in the range of 2-3% annually.

The net result of the recommended General Fund budget is a combined restricted and unassigned fund balance decrease of $2 million compared to 2021-2022. The June 30, 2023 restricted and unassigned General Fund balance is projected to be $16.8 million, or 15.19 % of total expenditures. Budget assumptions will be monitored to verify accuracy as new information becomes available. A revised budget will be presented to the board in approximately January 2022.

This version of the Annual Operating Plan (AOP) continues to reflect the changes that were made to the district's fund balance policy in 2011. The purpose of the policy revision was to create fund balance classifications that allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB)

REVENUE **Line #**

Property Taxes **1**
The property taxes for fiscal year 2022 remain relatively flat compared to 2023 with the primary source within that category being operating levy revenue. This also includes the ice levy.

Interest **2**
Interest rates remain at historically low levels.

Tuition and Fees **3**
This line item includes reimbursement from Lakes Country Service Cooperative (LCSC) special education, medical assistance/3rd party billing, and tuition for special education services that are not included in the calculation for special education aid/tuition.

Other Local Sources **4**
Included are the fees from participation in extracurricular activities, ticket sales from activity events, rent from school facilities, rent from other property, student teacher reimbursement, concessions, reimbursement from Lakeland Mental Health Day Treatment, student activity accounts, and other miscellaneous sources.

General Education Aid **5**
This represents the state's share of the basic general education revenue that includes transportation revenue.

Tax Credits **6**
The Border City Tax Credit is the largest of the tax credits that the district receives.

Non-Public Transportation Aid **7**
The district receives funding to support non-public transportation. The state mandates non-public student transportation.

Special Education Aid **8**
Special education aid represents partial reimbursement for expenditures in special education. The aid represents a percentage of salary and supply costs incurred by the district including the necessary adjustments for tuition. The district also receives aid for excess special education costs.

Federal Sources **9-10**
The district receives a number of federal grants both directly and through the State of Minnesota. Generally, the two largest grants in this section are the Elementary and Secondary Education Act (ESEA), such as Title I, and flow-thru funding for special education. Additional Federal Aid was received for COVID-19 in FY22.

Operating Capital **12-13**

The formula for calculating operating capital revenue is $79 plus $109 multiplied by the facilities age index (1.0 for 2021-22) multiplied by the adjusted pupil units. In addition, districts that operate year round programs are entitled to $31 for each pupil unit attending a year round program. The aid/levy proportion is the same percentage as the general education formula allowance funding.

Long Term Facilities Maintenance Revenue **14-15**

During the Special Session of the 2015 Legislative Session the "2015 Education Act" was passed. This established a "Long-Term Facilities Maintenance Revenue" (LTFMR) program for school districts in Minnesota beginning in FY17, the first year of the new program.

Lease Levy **16**

The district is authorized under MN Statute 126C.40 to levy for the cost of leasing space for instructional purposes or for school storage. The district submits an annual application to the Minnesota Department of Education (MDE) for approval. The total levy for a year must not exceed $212 times the resident pupil units for the fiscal year to which the levy is attributed.

Sale of Equipment/Property **17**

Equipment that is no longer of use to the district is sold at a public auction or with public notice and the receipts are deposited in the capital outlay fund. Exceptions are made when state statute dictates that proceeds must be allocated elsewhere.

EXPENDITURES **LINE #**

Administration and Support Services **22-25**
Included are all costs for general administration, instructional administration, school site administration, and administrative support services. Administrative services are defined as those provided by administrators who are in charge of instructional or instruction-related units including the school board members, superintendent, assistant superintendent, principals, and directors of instructional areas. Included are the costs of their immediate offices, including those individuals in direct support of the administrator and the administrative support positions.

Regular and Vocational Instruction **26-30**
Included are all activities related to the teaching of students in the classroom and co-curricular activities at the kindergarten, elementary and secondary levels excluding expenditures for special education instruction.

Special Education Instruction **31-34**
Included is the budget for activities that provide learning experiences for students of any age who, because of certain atypical characteristics or conditions, have been identified as requiring, or who would benefit by, educational programs differentiated from those provided students in regular or vocational instruction.

Instructional Support Services **35-38**
Included is the budget for activities for assisting the instructional staff with the content and process of providing learning experiences for students in grades K-12. This includes, but is not limited to, the organization, management and operation of libraries and media centers and the budgets for staff development.

Pupil Support Services **39-42**
Services for students other than instructional are included. The services include counseling and guidance, health, psychological, social work, crime prevention, and others.

Operations and Maintenance of Buildings and Grounds **43-48**
Included are the expenses related to maintaining and sustaining the utility, economic and aesthetic value of existing district-owned property.

Transportation Services **49-53**
Includes the salaries and benefits and other costs related to student transportation.

Property/Liability Insurance **55**

OPERATING CAPITAL EXPENDITURES

Capital expenditures consist of expenditures for acquisition, additions, or improvement of sites, buildings, and equipment.

Special Assessments **57**
Special assessments are based on city improvements including projects related to repaving streets, curb and gutter work, and other needed improvements for city services.

Leases **58**
The annual lease payment for the 2012 multi-purpose room addition at S.G. Reinertsen is also included, and for the 2015 the Robert Asp Elementary and Probstfield Center for Education additions are included. For 2016 the new addition to S.G.Reinertsen. The purchase of Vista 2018 and the Career Academy.

Telephone/Telecommunications **59**
Expenses include equipment and the leasing of telephone lines. E-rate reimbursements are included in this item.

Athletics **61**
This item is for additions and replacement of athletic equipment.

Curriculum Resources **62**
These expenses are related to the district's curriculum review process.

Equipment Contingency Fund/ Copier Lease **65**
Equipment that must be replaced immediately for continuity of instructional programs or for equipment essential for district operations is purchased when necessary from these funds. This item includes the leases and maintenance plans for district copiers.

Technology Plan **66**
The technology plan is attached and details the annual operating costs and planned acquisitions.

Building Construction and Maintenance Plan Long Term Facilities Plan **67**
The uses of the LTFMR program include "Like for Like" replacements of deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities and to increase accessibility of school facilities and health & safety projects under Minnesota Statutes, section 123B.57. To qualify for the Long-term Facilities Maintenance Revenue, school districts were required to have a 10-year plan adopted by the school board to be eligible. This program began in FY17.

Transportation Equipment **70**
This allocation is used to purchase school buses or vans.

Health and Safety Expenditures **73-78**
The State Commissioner of Education has approved all of the expenditures included in this category. To be considered by the Commissioner for health and safety funding projects must be related to hazardous substance removal, fire and life safety code repairs, labor and industry regulated facility and equipment violations, or health, safety, and environmental management including indoor air quality management. MN Statute 123B.57 defines the health and safety program. This was included in the Long Term Facilities Plan but we still separate the expenses.

	GENERAL FUND (01)	FY21 Actual	FY22 Revised	FY23 Projected	FY24 Projected	FY25 Projected	FY26 Projected
	REVENUES						
1	Property Taxes	6,944,475	7,819,105	8,135,322	8,135,322	8,135,322	8,135,322
2	Local Sources	1,737,255	2,478,644	2,721,450	2,747,860	2,774,797	2,802,273
3	General Education Aid	59,454,645	60,779,801	63,413,032	64,745,924	64,887,674	65,708,549
4	Other State Aids	971,192	1,104,557	1,226,122	1,226,122	1,226,122	1,226,122
5	Special Education Aid	13,515,736	14,552,956	14,689,244	14,983,029	15,282,689	15,588,343
6	Federal Aids Grants	10,136,614	15,774,669	14,476,820	3,695,380	3,724,511	3,754,225
7	Pension	417,420	500,000	500,000	500,000	500,000	500,000
8	Capital Outlay/LTFM	5,263,621	5,694,483	5,414,636	5,534,396	5,365,257	5,365,257
9	**TOTAL REVENUES**	**98,440,958**	**108,704,215**	**110,576,626**	**101,568,032**	**101,896,373**	**103,080,091**
	EXPENDITURES						
10	Administration	6,333,595	6,340,402	6,509,880	6,649,700	6,794,300	6,942,250
11	Regular Instruction & Vocational	42,641,758	46,073,545	45,141,883	45,032,430	46,005,200	47,000,740
12	Special Services	21,071,281	22,128,738	22,485,500	22,968,570	23,462,840	23,968,570
13	Instructional Support	6,551,382	6,122,508	6,313,220	6,453,920	6,598,230	6,746,270
14	Pupil Support	3,584,310	3,953,812	3,691,850	3,767,860	3,845,640	3,925,240
15	Buildings & Grounds	7,675,402	8,044,959	16,326,020	7,708,230	7,843,050	7,980,730
16	Transportation	5,268,762	5,590,593	5,715,710	5,744,030	5,772,980	5,802,570
18	Capital Outlay/LTFM	4,363,733	11,743,662	4,539,458	4,008,040	4,042,711	4,731,191
20	**TOTAL EXPENDITURES**	**97,490,222**	**109,998,219**	**110,723,521**	**102,332,780**	**104,364,951**	**107,097,561**
21	**REVENUES OVER (UNDER) EXPENDITURES**						
22	**Restricted**	**899,888**	**(6,049,179)**	**875,178**	**1,526,356**	**1,322,546**	**634,066**
23	**Unassigned**	**50,848**	**4,755,175**	**(1,022,073)**	**(2,291,104)**	**(3,791,125)**	**(4,651,536)**
24	**Restricted & Unassigned Combined**	**950,736**	**(1,294,004)**	**(146,895)**	**(764,748)**	**(2,468,578)**	**(4,017,470)**
	ENDING FUND BALANCE						
25	**Restricted**	**10,099,275**	**4,050,096**	**4,925,274**	**6,451,630**	**7,774,177**	**8,408,243**
26	**Unassigned**	**8,159,491**	**12,914,666**	**11,892,593**	**9,601,490**	**5,810,365**	**1,158,828**
27	**Restricted & Unassigned Combined**	**18,258,766**	**16,964,762**	**16,817,867**	**16,053,120**	**13,584,541**	**9,567,071**
28	**Unassigned as % of Expenditures**	**8.37%**	**11.74%**	**10.74%**	**9.38%**	**5.57%**	**1.08%**
29	**Restricted & Unassigned as % of Total Expenditure**	**18.73%**	**15.42%**	**15.19%**	**15.69%**	**13.02%**	**8.93%**

	FOOD SERVICE (02)	FY21 Actual	FY22 Revised	FY23 Projected	FY24 Projected	FY25 Projected	FY26 Projected
30	Revenues	3,518,593	3,636,097	3,966,210	4,043,540	4,122,420	4,202,870
31	Expenditures	3,382,853	3,754,607	3,926,320	4,039,910	4,156,910	4,277,410
32	**REVENUES OVER (UNDER) EXPENDITURES**	135,740	(118,510)	39,890	3,630	(34,490)	(74,540)
33	**ENDING FUND BALANCE**	**802,897**	**684,387**	**724,277**	**727,907**	**693,417**	**618,877**

	COMMUNITY EDUCATION (04)	FY21 Actual	FY22 Revised	FY23 Projected	FY24 Projected	FY25 Projected	FY26 Projected
34	Revenues	2,197,060	2,435,590	2,484,302	2,533,988	2,584,668	2,636,361
35	Expenditures	1,880,723	2,429,450	2,502,334	2,577,404	2,653,879	2,732,632
36	**REVENUES OVER (UNDER) EXPENDITURES**	316,337	6,140	(18,032)	(43,416)	(69,211)	(96,271)
37	**ENDING FUND BALANCE**	**1,082,234**	**1,088,374**	**1,070,342**	**1,026,926**	**957,715**	**861,444**

INDEPENDENT SCHOOL DISTRICT #152
GENERAL FUND (01)

Line #		2020-2021 ACTUAL	2021-2022 REVISED	2022-2023 PROJECTED	2023-2024 PROJECTED	2024-2025 PROJECTED	2025-2026 PROJECTED
	Formula Allowance per Pupil Unit	6,567	6728	6863	6863	6863	6863
	Enrollment (Nov. 2021 Proj plus presch) used to figure	7,042	7098	7150	7282	7330	7330
	REVENUES:			135			
	General Fund						
1	Property taxes	6,944,475	7,819,105	8,135,322	8,135,322	8,135,322	8,135,322
2	Interest	4,180	4,000	459,000	459,000	459,000	459,000
3	Tuition & fees	1,196,492	1,324,982	1,346,842	1,369,139	1,391,882	1,415,080
4	Other local sources/Trsfs And St. Activity	536,583	1,149,662	915,608	919,720	923,915	928,193
5	General ed aid/state grants	59,454,645	60,779,801	63,413,032	64,745,924	64,887,674	65,708,549
6	Tax credits/Border City aid	669,876	828,614	950,178	950,178	950,178	950,178
7	Transp aid	301,316	275,943	275,944	275,944	275,944	275,944
8	Special ed aid and excess aid	13,515,736	14,552,956	14,689,244	14,983,029	15,282,689	15,588,343
9	Federal aids and grants	10,136,614	15,774,669	14,476,820	3,695,380	3,724,511	3,754,225
10	Pension Budget Neutral	417,420	500,000	500,000	500,000	500,000	500,000
11	**Total General Fund**	**93,177,337**	**103,009,733**	**105,161,990**	**96,033,636**	**96,531,115**	**97,714,834**
	Operating Capital & LTFM						
12	Operating capital aid	1,230,918	1,237,534	1,185,038	1,185,038	1,185,038	1,185,038
13	Operating capital levy	1,723,759	414,673	452,041	414,673	414,673	414,673
16	Operating capital lease levy	0	1,519,528	1,362,400	1,519,528	1,519,528	1,519,528
14	Long-Term Facilities Maint levy	1,256,942	1,337,305	1,229,713	1,229,713	1,229,713	1,229,713
15	Long-Term Facilities Maint aid	1,037,338	1,185,444	1,185,444	1,185,444	1,016,305	1,016,305
17	Sale of Real Property/and Bond/misc	14,664	0	0	0	0	0
18	**Total Operating Capital**	**5,263,621**	**5,694,483**	**5,414,636**	**5,534,396**	**5,365,257**	**5,365,257**
19	**Total Revenues**	**98,440,958**	**108,704,215**	**110,576,626**	**101,568,032**	**101,896,373**	**103,080,091**
20	**$ CHANGE**	**7,188,271**	**10,263,257**	**1,872,411**	**(9,008,594)**	**328,340**	**1,183,719**
21	**% CHANGE**	**93.81%**	**10.43%**	**1.72%**	**-8.15%**	**0.32%**	**1.16%**
	EXPENDITURES:						
22	Admin salaries	4,742,870	4,679,157	4,819,530	4,915,920	5,014,240	5,114,520
23	Admin fringe benefits	1,384,690	1,440,078	1,497,680	1,542,610	1,588,890	1,636,560
24	Admin supplies	77,439	90,000	61,500	60,000	60,000	60,000
25	Admin other	128,595	131,167	131,170	131,170	131,170	131,170
26	Instruct salaries (reg & voc)	29,667,106	31,457,119	32,533,830	32,103,310	32,745,380	33,400,290
27	Instruct fringe benefits	10,087,301	11,490,793	10,702,420	11,023,490	11,354,190	11,694,820
28	OPEB expense benefit credit	(50,340)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)
29	Instruct supplies	1,310,619	2,200,000	1,200,000	1,200,000	1,200,000	1,200,000
30	Instruct other	1,627,072	1,125,633	905,633	905,630	905,630	905,630
31	Spec ed salaries	15,539,206	16,005,382	16,485,540	16,815,250	17,151,560	17,494,590
32	Spec ed fringe benefits	4,681,258	4,915,321	5,111,930	5,265,290	5,423,250	5,585,950
33	Spec ed supplies	202,239	220,000	220,000	220,000	220,000	220,000
34	Spec ed other	648,577	988,035	668,030	668,030	668,030	668,030
35	Instruct support salaries	2,798,392	2,882,344	2,968,810	3,028,190	3,088,750	3,150,530
36	Instruct support fringe benefits	736,754	766,224	796,870	820,780	845,400	870,760
37	Instruct support supplies	2,128,020	1,840,000	1,913,600	1,971,010	2,030,140	2,091,040
38	Instruct support other	888,216	633,940	633,940	633,940	633,940	633,940
39	Pupil support salaries	2,413,027	2,853,753	2,559,980	2,611,180	2,663,400	2,716,670
40	Pupil support fringe benefits	764,730	795,319	827,130	851,940	877,500	903,830
41	Pupil support supplies	36,936	11,970	11,970	11,970	11,970	11,970
42	Pupil support other	369,617	292,770	292,770	292,770	292,770	292,770
43	Bldgs & grounds salaries	2,414,440	2,486,873	2,561,480	2,612,710	2,664,960	2,718,260
44	Bldgs & grounds fringe benefits	459,054	482,416	501,710	516,760	532,260	548,230
45	Bldgs & grounds energy exp	1,928,167	2,650,000	2,703,000	2,757,060	2,812,200	2,868,440
46	Bldgs & grounds supplies	556,660	573,360	584,830	596,530	608,460	620,630
47	Bldgs & grounds Chargeback cap/constr	137,793	0	0	0	0	0
48	Bldgs & grounds other	1,458,551	1,502,310	9,550,000	800,170	800,170	800,170
49	Transportation salaries	892,288	927,980	955,820	974,940	994,440	1,014,330
50	Transportation benefits	194,041	201,803	209,870	216,170	222,660	229,340
51	Transportation contracted services	4,047,090	4,318,500	4,404,870	4,404,870	4,404,870	4,404,870
52	Transportation supplies	135,342	142,110	144,950	147,850	150,810	153,830
53	Transportation other	0	200	200	200	200	200
54	Aid Anticipation Certificate?	446,660	0	0	0	0	0
55	Property/liability insurance	274,076	350,000	425,000	425,000	425,000	425,000
56	**Total General Expenditures**	**93,126,489**	**98,254,557**	**106,184,063**	**98,324,740**	**100,322,240**	**102,366,370**

INDEPENDENT SCHOOL DISTRICT #152
GENERAL FUND (01)

		2020-2021 ACTUAL	2021-2022 REVISED	2022-2023 PROJECTED	2023-2024 PROJECTED	2024-2025 PROJECTED	2025-2026 PROJECTED
57	Op cap special assessments - prg 850	0	270,000	250,000	100,000	100,000	100,000
58	Op cap leases - prg 850	1,308,804	1,200,000	1,251,526	1,670,610	1,670,610	1,670,610
59	Op cap telephone/telecomm - prg 850	89,042	83,000	85,490	88,050	90,690	93,410
60	Op cap bldg discretionary - prg 850	0	0	0	0	0	0
61	Op cap athletics - prg 292	1,701	6,330	25,000	25,750	26,520	27,320
62	Op cap textbooks and curriculum resources - prg 20	244,035	350,000	375,000	960,000	840,000	1,517,000
63	Op cap music - prg 211	0	0	0	0	0	0
65	Op cap copier lease - prg 605	159,712	194,240	250,000	257,500	265,230	273,190
66	Op cap technology plan - prg 630	355,868	290,000	200,000	15,589	15,589	15,589
67	Op cap building - prg8%	595,480	8,197,514	337,882	225,000	225,000	225,000
68	Op Cap implementation of facilities recommendation	0	0	610,000	0	0	0
69	Op Cap Construction of Operation Center	0	75,700	0	0	0	0
70	Op cap transportation equipment - prg 760	197,488	212,000	240,000	120,000	120,000	120,000
71	Op Cap Chargeback	586,220	0	0	0	0	0
72	**Total Operating Cap Expenditures**	**3,538,351**	**10,878,784**	**3,624,898**	**3,462,499**	**3,353,639**	**4,042,119**
72a	LTFM. prg 865	710,428	762,476	744,891	453,372	596,903	596,903
73	347 - LTFM physical hazard	31,729	26,025	17,000	14,500	14,500	14,500
74	349 - LTFM hazardous subst	3,414	4,572	7,700	7,700	7,700	7,700
75	352 - LTFM envmt mgmt	30,955	36,700	45,469	45,469	45,469	45,469
76	358 - LTFM asbestos	0	250	0	0	0	0
77	363 - LTFM fire safety	47,159	33,855	23,000	23,000	23,000	23,000
78	366 - LTFM indoor air quality	1,698	1,000	76,500	1,500	1,500	1,500
79	**Total LTFM Expenditures**	**825,382**	**864,878**	**914,560**	**545,541**	**689,072**	**689,072**
80	**TOTAL EXPENDITURES**	**97,490,222**	**109,998,219**	**110,723,521**	**102,332,780**	**104,364,951**	**107,097,561**
81	**$ Change**	**1,839,896**	**14,494,695**	**725,302**	**(8,390,741)**	**2,032,171**	**2,732,610**
82	**% Change**	**101.9%**	**15.2%**	**0.7%**	**-7.6%**	**2.0%**	**2.6%**
83	**REV OVER EXP (EXP OVER REV)**						
84	**General Fund Restricted**	**899,888**	**(6,049,179)**	**875,178**	**1,526,356**	**1,322,546**	**634,066**
85	**General Fund Unassigned**	**50,848**	**4,755,175**	**(1,022,073)**	**(2,291,104)**	**(3,791,125)**	**(4,651,536)**
86	**BEGINNING FUND BALANCE**						
88	Restricted Operating Capital	0	18,071	(7,688,979)	(8,314,398)	(8,657,658)	(8,892,058)
89	Restricted Safe Schools	205,777	201,308	201,308	201,308	201,308	201,308
90	Restricted Staff Development	303,135	433,262	433,262	433,262	433,262	433,262
91	Restricted LTFM Deferred Maintenance	3,205,791	4,674,689	6,332,560	7,833,157	9,702,773	11,259,720
92	Restricted Reserved for Prepaid	377,866	248,094	248,094	248,094	248,094	248,094
92 a	Restricted Student Activity	335,574	323,851	323,851	323,851	323,851	323,851
94	Committed Severance Obligation	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
95	Assigned Health Insurance and Affordable Care Act	500,000	500,000	500,000	500,000	500,000	500,000
96	Assigned Capital projects	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
98	Unassigned	8,827,310	8,159,491	12,914,666	11,892,593.4	9,601,489.57	5,810,364.71
	TOTAL OF BEGINNING FUND BALANCE	**17,455,453**	**18,258,766**	**16,964,762**	**16,817,867**	**16,053,120**	**13,584,541**
99	**ENDING FUND BALANCE**						
98	Restricted Capital Outlay	18,071	(7,688,979)	(8,314,398)	(8,657,658)	(8,892,058)	(9,814,938)
99	Restricted Safe Schools	201,308	201,308	201,308	201,308	201,308	201,308
100	Restricted Staff Development	433,262	433,262	433,262	433,262	433,262	433,262
101	Restricted LTFM Deferred Maintenance	4,674,689	6,332,560	7,833,157	9,702,773	11,259,720	12,816,666
101b	Restricted for Student Activity	323,851	323,851	323,851	323,851	323,851	323,851
106	Committed Severance Obligation	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
108	Assigned Health Insurance and Affordable Care Act	500,000	500,000	500,000	500,000	500,000	500,000
109	Assigned Capital projects	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
101a	Non Spendable	248,094	248,094	248,094	248,094	248,094	248,094
105	Unassigned	8,159,491	12,914,666	11,892,593	9,601,490	5,810,365	1,158,828
113	**General Fund Total Ending Balance**	**18,258,766**	**16,964,762**	**16,817,867**	**16,053,120**	**13,584,541**	**9,567,071**
114	**Unassigned (% of Unassigned Exp)**	**8.37%**	**11.74%**	**10.74%**	**9.38%**	**5.57%**	**1.08%**
	Unassigned and Assigned and Committed	**13.27%**	**17.42%**	**15.16%**	**14.04%**	**9.98%**	**5.23%**
115	**Unassigned & Assigned & Restricted (% of Tota**	**18.73%**	**15.42%**	**15.19%**	**15.69%**	**13.02%**	**8.93%**

	Summary Fiscal Year, Ending June 30th -->	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ESTIMATED EXPENDITURES:		n/a									
		n/a									
	Deferred Capital Expenditures and Maintenance Projects										
Finance- Prg	Category										
368 - 865	Building Envelope	$20,000	$0	$39,828	$0	$0	$0	$0	$0	$0	$0
369 - 865	Building Hardware and Equipment	$0	$0	$75,666	$0	$0	$0	$0	$0	$0	$0
370 - 865	Electrical	$5,000	$0	$175,900	$0	$0	$0	$0	$0	$0	$0
379 - 865	Interior Surfaces	$295,408	$21,100	$510,684	$21,100	$21,100	$21,100	$21,100	$21,100	$21,100	$21,100
380 - 865	Mechanical Systems	$9,250	$19,000	$19,000	$19,000	$19,000	$19,000	$19,000	$19,000	$19,000	$19,000
381 - 865	Plumbing	$20,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
382 - 865	Professional Services and Salary	$0	$26,000	$26,000	$26,000	$26,000	$26,000	$26,000	$26,000	$26,000	$26,000
383 - 865	Roof Systems	$360,233	$386,899	$580,430	$424,555	$384,594	$384,594	$384,594	$384,594	$384,594	$304,836
384 - 865	Site Projects	$35,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Deferred Capital Expense and Maintenance	$744,891	$452,999	$1,427,508	$490,655	$450,694	$450,694	$450,694	$450,694	$450,694	$370,936
	Health and Safety, Excluding Projects in Finance codes 358, 363 and 366 Costing > $100,000 per Site										
Finance	Category										
347 - 865	Physical Hazards	$17,000	$14,500	$14,000	$14,500	$14,500	$14,500	$14,500	$14,500	$14,500	$13,000
349 - 865	Other Hazardous Materials	$7,700	$7,700	$7,700	$7,700	$7,700	$7,700	$7,700	$7,700	$7,700	$0
352 - 865	Environmental Health & Safety Management	$45,469	$45,469	$45,469	$45,469	$45,469	$45,469	$45,469	$45,469	$45,469	$0
358 - 865	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363 - 865	Fire Safety	$23,000	$23,000	$972,646	$23,000	$23,000	$23,000	$23,000	$23,000	$23,000	$0
366 - 865	Indoor Air Quality	$76,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$0
	Total Health and Safety Capital Projects	$169,669	$92,169	$1,041,315	$92,169	$92,169	$92,169	$92,169	$92,169	$92,169	$13,000
		n/a									
	Health and Safety, Projects Costing < $100,000 per Site										
358 - 867	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363 - 867	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366 - 867	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects $100,000 or More	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		n/a									
	Accessibility										
Finance	Category										
367	Accessibility	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		n/a									
	Total Annual 10 Year Plan Expenditures	$914,560	$545,168	$2,468,823	$582,824	$542,863	$542,863	$542,863	$542,863	$542,863	$383,936

Annual Operations			20/21	21/22	22/23	23/24	24/25	25/26
	Infrastructure							
		WAN -- Fiber Optics Lease	33,000	33,000	33,000	33,000	33,000	33,000
		Miscellaneous Electrical Upgrades	3,000	3,000	3,000	3,000	3,000	3,000
		Cabling -- Misc. District wide	3,000	3,000	3,000	3,000	3,000	3,000
			39,000	39,000	39,000	39,000	39,000	39,000
	Hardware							
		Telephone System Maintenance	30,000	30,000	30,000	30,000	30,000	30,000
		Cellular Communication	8,000	8,000	8,000	8,000	8,000	8,000
			38,000	38,000	38,000	38,000	38,000	38,000
	Maintenance Agreements							
		Internet Bandwidth (minus E-Rate)	13,000	13,000	13,000	13,000	13,000	13,000
		Region I Software/Support Agreement	75,000	75,000	75,000	75,000	75,000	75,000
			88,000	88,000	88,000	88,000	88,000	88,000
	Department Operations							
		General Supplies (Subscriptions, tools, etc	3,500	3,500	3,500	3,500	3,500	3,500
		Security/Clock/Paging/RF support	10,000	10,000	10,000	10,000	10,000	10,000
			13,500	13,500	13,500	13,500	13,500	13,500
	Software Subscriptions							
		AntiVirus	2,500	2,500	2,500	2,500	2,500	2,500
		SSL Certificates	2,500	2,500	2,500	2,500	2,500	2,500
		Web Filtering	35,000	35,000	35,000	35,000	35,000	35,000
		Network operating system upgrade	7,500	7,500	7,500	7,500	7,500	7,500
		Power School/PS Learning	75,000	75,000	75,000	75,000	75,000	75,000
		Naiku	30,000	30,000	30,000	30,000	30,000	30,000
		InfoSnap	15,000	15,000	15,000	15,000	15,000	15,000
			167,500	167,500	167,500	167,500	167,500	167,50
	Staff Development							
		Training/Conference	17,000	17,000	17,000	17,000	17,000	17,000
		Operations specialized training	9,260	9,260	9,260	9,260	9,260	9,260
		Intern Help (Salary)	9,680	9,680	9,680	9,680	9,680	9,680
			35,940	35,940	35,940	35,940	35,940	35,940
		Subtotal Operational Expenditures	381,940	381,940	381,940	381,940	381,940	381,94
Technology Acquisitions			**20/21**	**21/22**	**22/23**	**22/24**	**22/25**	**22/26**
	Infrastructure							
		WAN -- Video Network/TV & Web Studio	10,300	10,300	10,300	10,300	10,300	10,300
		WAN -- Expansion/Upgrade PBX Upgrad	50,000	50,000	50,000	50,000	50,000	50,000
		Security CCTV/Keyfob	25,000	25,000	25,000	25,000	25,000	25,000
			85,300	85,300	85,300	85,300	85,300	85,300
	Hardware							
		Auditorium Operations(Lights/Sound)	7,500	7,500	7,500	7,500	7,500	7,500
		TV/LCD Projection System/Projection Scr	15,000	15,000	15,000	15,000	15,000	15,000
		Computing Workstations	225,000	225,000	225,000	225,000	225,000	225,00
		Network Printers	2,500	5,000	5,000	5,000	5,000	5,000
		Peripheral Add-ons	0	0	0	0	0	0
		Data Servers/upgrades	30,000	27,500	27,500	27,500	27,500	27,500
		Emerging Technologies	5,000	5,000	5,000	5,000	5,000	5,000
			285,000	285,000	285,000	285,000	285,000	285,00
	Software							
		Curriculum Subscription	25,000	25,000	25,000	25,001	25,001	25,001
			25,000	25,000	25,000	25,001	25,001	25,001
	Staff Development							
		Specialized Training--New Technologies	7,500	7,500	7,500	7,501	7,501	7,501
			7,500	7,500	7,500	7,501	7,501	7,501
		Subtotal Technology Acquisitions	402,800	402,800	402,800	402,802	402,802	402,80
		Subtotal Operational Expenditures	381,940	381,940	381,940	381,940	381,940	381,94
		TOTAL TECHNOLOGY PLAN	**784,740**	**784,740**	**784,740**	**784,742**	**784,742**	**784,74**

STAFFING PLAN	2020-21 Actual	2021-22 Preliminary	2021-22 Actual	2022-23 Preliminary	2022-23 Request
LICENSED STAFF					
Elementary K-4	126.00	126.00	129.00	129.00	0.00
Middle School - 5-6	49.00	49.00	50.00	50.00	0.00
Middle School - 7-8	45.00	45.00	46.00	46.00	0.00
High School (9-12)	78.59	78.59	78.59	79.59	1.00
Alternative Education	22	22.00	19.63	19.63	0.00
Special Education*	153.58	153.58	155.58	157.38	1.80
English Learners (EL)	12.25	12.25	13.25	13.25	0.00
Support Staff -Instructional Support**	24.50	24.50	26.00	25.00	1.00
Elementary Physical Education/Health Fitness	12.00	12.00	13.00	13.00	0.00
Elementary Music	8.00	8.00	9.00	9.00	0.00
Elementary Art	4.00	4.00	5.00	5.00	0.00
Music 5-12	13.30	13.30	13.30	13.30	0.00
Gifted and Talented	1.00	1.00	1.00	1.00	0.00
Media Specialists	4.00	4.00	5.00	5.50	0.50
Resources Strategists	2	2.00	1.00	1.00	0.00
Counselors	15.5	15.50	15.50	16.50	1.00
School Nurses	3	3.00	3.00	3.00	0.00
Total Licensed Teaching Staff	**573.72**	**573.72**	**583.85**	**589.15**	**5.30**
Administrative Staff					
Administrative (Principal and Administrators)	23.00	23.00	25.00	27.00	2.00
Supervisory	22.88	22.88	20.88	20.88	0.00
Total Administrative Staff	**45.88**	**45.88**	**45.88**	**47.88**	**2.00**
Non-Licensed Staff					
Paraprofessionals/Security***	202.21	202.21	208.79	208.79	0.00
Non-Aligned	29.66	29.66	39.47	39.47	0.00
TCI	15.20	15.20	15.20	16.20	1.00
Clerical and Confidential Employees	56.71	57.21	59.30	62.55	3.25
Custodial	48.50	49.50	49.50	51.50	2.00
Food Services	20.19	21.19	21.19	23.19	2.00
Total Non-Licensed Staff	**372.47**	**353.42**	**372.26**	**380.51**	**8.25**
Spuds Academy					
Teacher	26.00	6.75	6.75	6.75	0.00
Paraprofessionals	15.00	1.00	1.00	1.00	0.00
Total Spuds Academy	**41.00**	7.75	7.75	7.75	0.00
Grand Total	**1033.07**	**980.77**	**1009.74**	**1025.29**	**15.55**
Total Reductions					**-14.85**

Total Additions					0.70

Maximum Student-to-Teacher Ratios & Average Class Size

Student-to-Teacher Ratios

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-21	2021-22
Kindergarten	24:1	24:1	24:1	24:1	24:1	24:1	24:1	24:1	20:1*
Elem 1	25:1	25:1	25:1	25:1	25:1	25:1	25:1	25:1	21:1*
Elem 2-3	27:1	27:1	27:1	27:1	27:1	27:1	27:1	27:1	27:1
Elem 4	29:1	29:1	29:1	29:1	29:1	29:1	29:1	29:1	29:1
Elem 5	30:1	30:1	30:1	30:1	30:1	30:1	30:1	30:1	30:1
Middle School (Core)	30:1	30:1	30:1	30:1	30:1	30:1	30:1	30:1	30:1
High School (Core)	30:1	30:1	30:1	30:1	30:1	30:1	30:1	30:1	30:1

*Used Title I for Class Size Reduction

Secondary staffing for elective classes will require a minimum student enrollment of 20.

Core Classes include English/Language Arts, Mathematics, Science, Social Studies.

Average Class Size

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-21*	Projected 2021-22
	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	**Average Class Size**	**Average Class Size**	**Average Class Size**
Kindergarten	23	23	23	22	22	21	22	**20**	**19**
Grade 1	23	24	23	23	22	22	22	**19**	**19**
Grade 2	26	26	25	25	24	25	23	**21**	**25**
Grade 3	27	27	25	25	24	26	22	**19**	**24**
Grade 4	26	26	26	27	26	27	26	**20**	**25**
Grade 5	27	27	27	29	29	29	28	**27**	**28**
Grade 6	28	29	29.4	30	28	30	28	**22**	**28**

District Average K-4	25	25	24	24	23	24	23	**20**	**22**
District Average 5-6	27	27	26	25	25	25	24	**24**	**28**

MOORHEAD AREA PUBLIC SCHOOLS
NOVEMBER 2021 ENROLLMENT PROJECTIONS
(Weighted Average Method)

	ACTUAL NOVEMBER 1 ENROLLMENT					11/1/2021	PROJECTED ENROLLMENT						
	2016-17	2017-18	2018-19	2019-20	2020-21	**2021-22**	2022-23	2023-24	2024-25	2025-26	2026-27	*November 2020 Projection for 2021-22*	*Variance Between Actual and Projected*
Kindergarten	491	539	561	600	*562*	**578**	**600**	**600**	**600**	**600**	**600**	**600**	*-22*
Grade 1	599	494	554	560	*584*	**555**	574	595	595	595	595	562	*-7*
Grade 2	537	595	504	563	*540*	**587**	554	572	594	594	594	583	*4*
Grade 3	538	537	603	494	*536*	**538**	577	545	563	585	585	531	*7*
Grade 4	525	520	556	607	*478*	**557**	542	582	549	568	589	533	*24*
Grade 5	499	540	545	549	*594*	**495**	564	549	589	556	574	480	*15*
Grade 6	459	513	541	551	*546*	**597**	497	566	551	592	558	598	*-1*
Grade 7	478	466	524	536	*527*	**542**	590	491	559	545	585	542	*0*
Grade 8	476	479	468	531	*541*	**547**	552	601	500	570	555	532	*15*
Grade 9	465	494	501	500	*537*	**560**	567	572	623	519	591	564	*-4*
Grade 10	503	466	500	497	*490*	**552**	562	570	575	626	521	536	*16*
Grade 11	447	487	473	488	*496*	**508**	556	566	573	579	630	486	*22*
Grade 12	472	464	503	475	*511*	**546**	535	586	597	604	610	*511*	*35*
Grades K-4	2690	2685	2778	2824	2700	**2815**	2847	2895	2902	2942	2963	*2809*	*6*
Grades K-5	3189	3225	3323	3373	3294	**3310**	3411	3444	3491	3498	3538	*3290*	*20*
Grades 1-3	1674	1626	1661	1617	1660	**1680**	1705	1713	1753	1774	1774	*1676*	*4*
Grades 4-6	1483	1573	1642	1707	1618	**1649**	1603	1697	1690	1715	1722	*1612*	*37*
Grades 5-8	1912	1998	2078	2167	2208	**2181**	2203	2207	2200	2262	2272	*2152*	*29*
Grades 5-6	958	1053	1086	1100	1140	**1092**	1061	1115	1141	1148	1133	*1078*	*14*
Grades 7-8	954	945	992	1067	1068	**1089**	1142	1092	1060	1115	1140	*1074*	*15*
Grades 6-8	1413	1458	1533	1618	1614	**1686**	1639	1658	1611	1706	1698	*1672*	*14*
Grades 6-12	3300	3369	3510	3578	3648	**3852**	3860	3952	3979	4034	4050	*3769*	*83*
Grades 7-12	2841	2856	2969	3027	3102	**3255**	3363	3386	3428	3442	3491	*3171*	*84*
Grades 9-12	1887	1911	1977	1960	2034	**2166**	2221	2294	2368	2328	2352	*2097*	*69*
Grades K-12	6489	6594	6833	6951	6942	**7162**	7271	7396	7470	7532	7588	*7059*	*103*
+/- Prior Year	326	105	239	118	-9	220	109	125	74	61	56		
% +/-	5.33%	1.62%	3.62%	1.73%	-0.13%	**1.08%**	1.52%	1.72%	1.01%	0.82%	0.74%		

	2016-17	2017-18	2018-19	2019-20	2020-21	*2021-22*	2022-23	2023-24	2024-25	2025-26	2026-27

Kindergarten	491	539	561	600	562	578	600	600	600	600	600
Grade 12	472	464	503	475	511	546	535	586	597	604	610
Difference	19	75	58	125	51	32	65	14	3	-4	-10

BUILDING LEASES/BONDS		
	Total Lease	**Last Payment Date**
Kinetic Leasing SGR Addition 11-12	54,314.00	11/1/2026
Capital One Leasing PCE Asp 14-15	417,366.18	2/1/2029
Klein Leasing for SGR Addition 15-16	269,953.18	2/1/2030
Bell Bank Vista Leasing for ABE and RRALC 16-17	231,306.28	2/1/2042
SAMS Career Academy purchase amount $4,295,000	332,902.50	2/1/2034
Total of all Leases	1,305,842.14	
Ice Arena Levy	250,000.00	loss on running the sports center ice levy
Building and Abatement Bonds Debt Service		
OPEB	10,300,000	2/1/2022
2004/2014 SGR Elem and Horizon East Middle School	42,000,000	4/1/2022
2016 Dodds and Horizon West	74,560,000	2/1/2036
Parking Lot Abatement 2019	1,490,000	8/1/2034
HS Career Academy	107,355,000	2/1/2044

II. FOOD SERVICE

INTRODUCTION

This fund must be established in a district that maintains a food service program for pupils. Food service includes those activities which have as their purpose the preparation and service of milk, meals, and snacks in connection with school and community service activities.

Revenues and expenditures for Food Service activities are recorded in this fund. Eligible expenditures include application processing, meal accountability, food preparation, meal service, and kitchen custodial service.

If revenues exceed expenditures, the resultant positive fund balance may not be transferred to the General Fund. If a deficit occurs, permanent transfers should be made from the General Fund to the Food Service Fund as of the end of the fiscal year.

USDA Memo SP 12-2018 : Congress provides that only school food authorities (SFAs) that had a negative balance in the nonprofit school food service account as of January 31, 2018, shall be required to establish prices for paid lunches according to the Paid Lunch Equity (PLE)

Basic Assumptions

Prices used to develop revenue projections were as follows:

Category	2021-2022 Prices	2022-2023 Prices
Milk	0.40	0.50
Breakfast	0.00	1.10 (K-8) 1.15 (9-12)
Elem Lunch	0.00	2.45
Middle S/HS Lunch	0.00	2.50
Adult Lunch	4.45	4.45
Adult Breakfast	2.50	2.55

Reimbursements

The per meal reimbursement from the state (lunch and breakfast) will remain neutral.

The per meal reimbursement for commodities will decrease by .0075.

The per meal federal reimbursement (cash) for paid meals will increase by .01.

The per meal federal reimbursement (cash) for free and reduced meals will increase yearly by .08 per breakfast, .09 per lunch, and .04 for snacks.

2022-23 Reimbursements (2021-22) figures will be adjusted when figures are released in July)
Reimbursed through April 2023

Federal
Breakfast: $2.4625
Lunch $4.3175

State
Lunch $0.125

K-Milk Reimbursement:
Milk - State $0.20

Commodities Reimbursement (Food Distribution Program):
$.245 Each meal (lunch) Will use the 2020-21 lunch counts to calculate the entitlement value.

FUND BALANCE DEFINITIONS **Line #**

Miscellaneous Local Revenue **2**

Catered meals

Purchased Services **15**

Costs include supervision, administrative services, repairs and maintenance, printing/publications, travel/professional development, consulting fees, operation and maintenance.

Food Costs (USDA Commodities) **16**

Based on the number of reimbursable student meals (lunch only) that were served the previous school year.

Fund Balance Projections **26**

Use of Food Service funds to pay for capital outlay expenditures will decrease the fund balance. Funding for capital outlay is received only from paid meal revenue (no contribution is received from free or reduced price meals). Decreases in the fund balance will result in a price increase.

INDEPENDENT SCHOOL DISTRICT #152
FOOD SERVICE FUND (02)

Line #		2020-2021 ACTUAL	2021-2022 REVISED	2022-2023 PROJECTED	2023-2024 PROJECTED	2024-2025 PROJECTED	2025-2026 PROJECTED
	REVENUES:						
	Other local and county sources:						
1	Miscellaneous local revenues	1,224	47,350	48,300	49,270	50,260	51,270
2	**Subtotal other sources**	**1,224**	**47,350**	**48,300**	**49,270**	**50,260**	**51,270**
	State sources:						
3	Lunch/Breakfast program aid	7,607	208,830	213,010	217,270	221,620	226,050
	Federal sources:						
4	Lunch program aid	67,092	1,730,717	1,765,330	1,800,640	1,836,650	1,873,380
5	Food distribution program	266,500	332,910	339,570	346,360	353,290	360,360
6	Summer Food Program	2,882,040	1,277,730	100,000	100,000	100,000	100,000
7	**Subtotal federal sources**	**3,215,632**	**3,341,357**	**2,204,900**	**2,247,000**	**2,289,940**	**2,333,740**
8	Sale of Lunches	294,130	38,560	1,500,000	1,530,000	1,560,600	1,591,810
9	**TOTAL REVENUES**	**3,518,593**	**3,636,097**	**3,966,210**	**4,043,540**	**4,122,420**	**4,202,870**
10	**$ CHANGE**	**418,598**	**117,504**	**330,113**	**77,330**	**78,880**	**80,450**
11	**% CHANGE**	**13.50%**	**3.34%**	**9.08%**	**1.95%**	**1.95%**	**1.95%**
	EXPENDITURES:						
12	Salaries and wages	1,104,787	1,207,467	1,243,690	1,281,000	1,319,430	1,359,010
13	Employee benefits	188,102	160,200	165,010	169,960	175,060	180,310
14	Purchased services	264,546	373,790	385,000	396,550	408,450	420,700
15	Food costs-USDA commodities	258,725	328,750	338,610	348,770	359,230	370,010
16	Food costs, milk and supplies	1,448,664	1,597,070	1,644,980	1,694,330	1,745,160	1,797,510
17	Equipment/Construction	8,754	40,000	40,000	40,000	40,000	40,000
18	Other expenditures	4,886	8,770	9,030	9,300	9,580	9,870
19	Summer Food Program	104,389	38,560	100,000	100,000	100,000	100,000
20	**TOTAL EXPENDITURES**	**3,382,853**	**3,754,607**	**3,926,320**	**4,039,910**	**4,156,910**	**4,277,410**
21	**$ CHANGE**	**(178,626)**	**371,754**	**171,713**	**113,590**	**117,000**	**120,500**
22	**% CHANGE**	**-5.02%**	**-3.24%**	**4.57%**	**2.89%**	**2.90%**	**2.90%**
23	**REV OVER EXP (EXP OVER REV)**	**135,740**	**(118,510)**	**39,890**	**3,630**	**(34,490)**	**(74,540)**
24	**BEGINNING FUND BALANCE**	**667,157**	**802,897**	**684,387**	**724,277**	**727,907**	**693,417**
25	**Bad Debt Transfer from General Fund**						
26	**ENDING FUND BALANCE**	**802,897**	**684,387**	**724,277**	**727,907**	**693,417**	**618,877**
27	**Fund Balance as a % of Expenditures**	**23.73%**	**18.23%**	**18.45%**	**18.02%**	**16.68%**	**14.47%**
28	***Fund Balance Limit (1/3 of annual exp)***	***1,041,376***	***1,141,952***	***1,195,903***	***1,230,380***	***1,265,893***	***1,302,467***

ANALYSIS OF PARTICIPATION (REIMBURSABLE MEALS)

2016-2017	ADP	ADA	HS	MS	ASP	HOP	SGR	PCE	Total
September	4270	6097	41.17	76.77	94.5	81.86	78.52	76.87	74.95
October	4246	6136	40.99	74.99	82.68	84.84	80.6	81.75	74.31
November	4291	6078	42.42	76.36	84.44	85.38	82.63	82.65	75.65
December	4247	6025	41.73	75.29	84.14	86.62	83.67	83.57	75.84
January	4177	5968	40.88	74.81	84.06	86.31	83.78	80.94	75.13
February	4188	5986	41.78	74.35	83.74	85.06	82.67	82.91	75.09
March	4134	5955	40.19	72.83	83.37	86.15	82.93	83.71	74.87
April	4181	6035	39.93	71.67	83.55	86.37	83.31	84.34	74.87
May	3959	6128	37.53	68.51	77.02	74.6	77.39	82.79	69.64
Total	**37693**		**40.74**	**73.95**	**84.17**	**84.13**	**81.72**	**82.17**	**74.49**

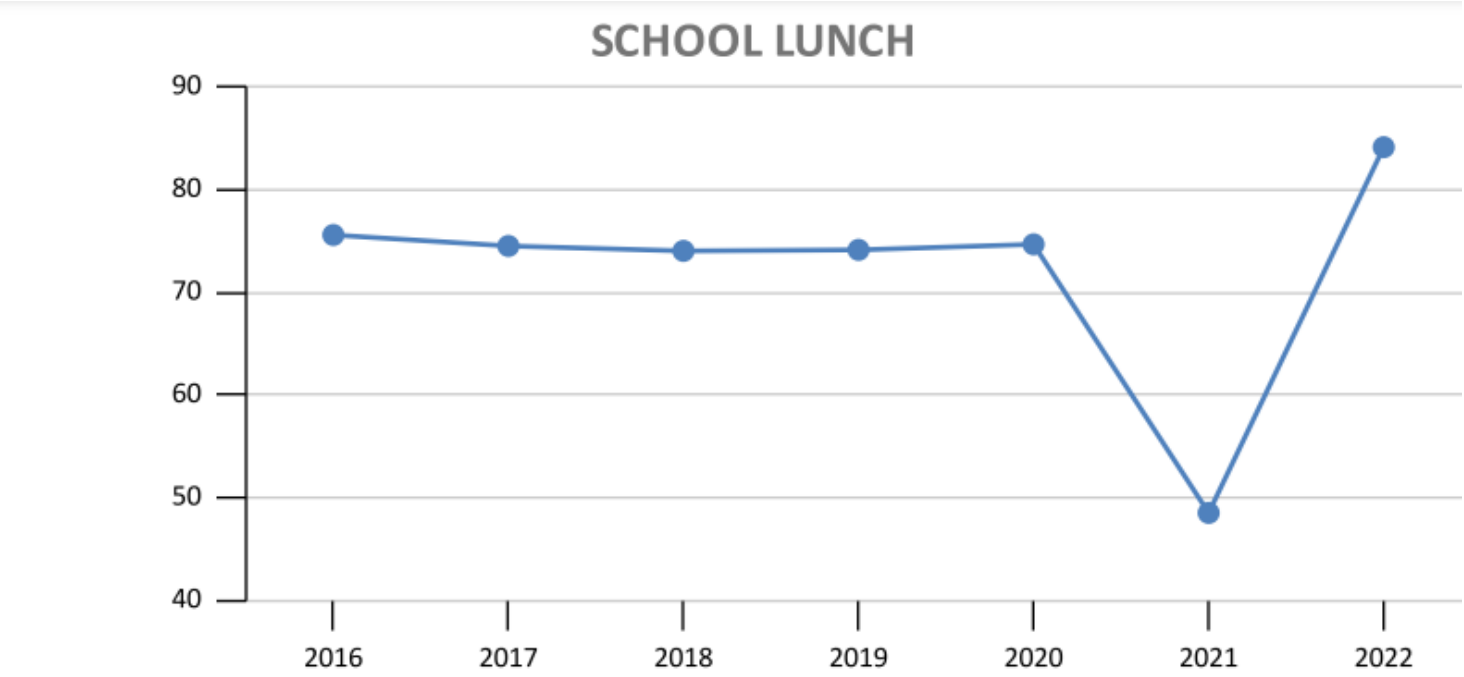
2017-2018	ADP	ADA	HS	MS	ASP	HOP	SGR	Dodds	Total
September	3992	6291	39.44	64.23	78.12	80.71	77.71	81.85	70.34
October	4273	6219	42.13	75.41	83.04	81.13	79.21	83.51	74.07
November	4297	6152	42.78	75.39	85.68	82.84	81.13	85.48	75.55
December	4252	6104	41.82	75.43	85.09	83.7	81.67	85.23	75.49
January	4195	6061	41.35	74.23	85.7	83.54	81.69	85.01	75.25
February	4188	6074	41.14	73.34	87.21	82.73	81.52	83.86	74.97
March	4178	6051	40.21	74.4	86.84	83.32	81.47	82.17	74.74
April	4193	6081	39.26	74.34	86.69	84.06	80.87	84.88	75.02
May	3944	6087	35.44	69.94	80.43	78.77	78.3	80.84	70.62
Total	**37512**		**40.4**	**72.97**	**84.31**	**82.31**	**80.4**	**83.65**	**74.01**

2018-2019	ADP	ADA	HS	MS	ASP	HOP	SGR	Dodds	Total
September	4273	6484	39.79	71.03	86.17	80.42	75.63	79.25	72.04
October	4494	6403	46.06	73.33	91.44	85.43	79.42	83.13	76.46
November	4607	6307	46.84	82.15	92.97	85.97	79.95	79.32	77.86
December	4567	6265	44.52	82.86	92.93	84.66	80.61	82.91	78.08
January	4322	6236	42.96	73.42	91.69	83.97	80.87	81.99	75.81
February	4289	6213	44.38	71.03	87.76	83.7	81.03	82.6	75.08
March	4027	6186	40.99	67.44	82.34	79.89	76.6	77.6	70.81
April	4069	6261	40.83	67.85	83.44	79.97	77.11	72.93	70.35
May	3972	6173	36.89	67.09	83.03	80.2	77.41	78.52	70.52
Total	**38620**		**42.58**	**72.91**	**87.97**	**82.69**	**78.73**	**79.8**	**74.11**

2019-2020	ADP	ADA	HS	MS	ASP	HOP	SGR	Dodds	Total
September	4479	6561	45.02	71.55	83.68	80.61	79.24	81.31	72.04
October	4531	6507	44.57	72.53	86.98	82.76	81.9	83.84	76.46
November	4465	6382	46.11	71.81	87.27	83.43	82.18	83.19	77.86
December	4446	6344	45.95	73.1	87.18	78.34	83.05	84.61	78.08
January	4401	6306	44.15	71.96	87.62	83.79	82.78	84.36	75.81
February	4399	6298	44.42	71.47	87.43	84.4	82.12	85.03	75.08
March	4364	6233	45.44	71.76	86.64	83.68	82.38	83.88	75.63
April	1206	1206	0	0	0	0	0	0	70.35
May	1589	1589	0	0	0	0	0	0	70.52
Total	**33880**		**45.09**	**72.02**	**86.68**	**82.43**	**81.95**	**83.74**	**74.65**

2020-2021	ADP	ADA	HS	MS	ASP	HOP	SGR	Dodds	Total
September	1932	6336	24.43	25.63	38.00	40.51	40.60	33.85	33.84
October	1602	6225	1.43	26.34	37.39	42.69	45.07	36.12	31.51
November	1391	6261	1.81	20.44	43.94	36.66	35.38	30.20	28.07
December	1109	6222	6.00	3.13	41.05	32.81	35.18	36.69	25.81
January	2608	6211	7.07	38.12	73.40	71.40	66.70	57.76	52.41
February	3368	6153	19.36	50.01	91.41	80.58	76.56	74.60	65.42
March	3771	6248	34.21	58.92	82.03	81.57	78.96	73.02	68.12
April	3696	6232	35.10	57.46	80.23	78.07	75.17	73.15	66.53
May	3618	6318	34.03	53.82	74.53	79.18	71.22	76.07	64.81
Total	**23095**		**13.47**	**31.80**	**58.17**	**55.17**	**54.06**	**48.89**	**48.50**

2021-2022	ADP	ADA	HS	MS	ASP	HOP	SGR	Dodds	Total
August	4603	5399	36.91	150.90	82.95	85.28	82.72	119.80	93.09
September	4144	5247	40.29	134.07	79.33	86.14	85.15	84.68	84.94
October	4321	5238	42.17	152.02	82.22	87.18	79.35	83.17	87.69
November	4351	5140	46.82	156.77	79.09	83.17	82.38	83.34	88.60
December	4305	5077	45.80	153.78	79.94	84.70	84.06	84.91	88.87
January	4064	4999	44.15	148.69	76.28	82.81	78.92	79.63	85.08
February	4330	5124	46.49	153.49	84.18	71.81	83.71	87.34	87.84
March	4332	4989	45.35	154.36	85.15	87.52	86.05	88.19	91.10
April	4327	5078	40.99	154.77	84.69	88.96	83.55	87.74	90.12
May	4312	4939	48.22	156.89	80.69	85.69	82.05	84.26	89.63
Total	**43089**		**43.72**	**151.57**	**81.45**	**84.33**	**82.79**	**88.31**	**88.70**


SCHOOL LUNCH
90
80
70
60
50
40
2016
2017
2018
2019
2020
2021
2022

IV. COMMUNITY SERVICE

INTRODUCTION

The 2020 projected population of the district's population is 48,025. This figure has been adjusted periodically by our state demographer. The Early Childhood census is an average based on the number of students entering kindergarten in the previous five years.

REVENUE **Line #**

General Community Service **1**
General Community Education revenue is based on district population. According to the 2020 census estimate, the district's population is 48,025. For 2021-22, the multiplier per capita is $5.42.

Fees **2**
Community Education class fees.

Youth Development **3**
This includes all revenue collected for youth development can camps.

Choices **4**
Disabled adult funding is based on a grant from the state and local levy authority. There has been no increase since 1990-91. Fees collected help to offset class and activity costs. A state grant, local levy, and program fees support the program.

Adult Basic Education **6**
The state and Federal grants are applied for annually. ABE is the only program in Community Education that receives Federal funds. In recent years we have written and received grant opportunities, as well we have sub-contracted with other groups. Enrollment in ABE continues to grow.

Early Childhood Family Education **7-8**
The ECFE state grant and local levy are based on the number of children in the district age 0-4. Currently, we are at 2,490 for our 0-4 population census. For 2018-2019, the formula increased to $145.18

School Readiness/United Way **9-10**
School Readiness receives funding from the Minnesota Department of Education based on the amount of dollars allocated by the state and the number of programs that apply for funds. The local funding formula is based on population and K-12 free/reduced lunch numbers. Based on legislative action, there will be an increase in funds for the 20-21 school year. The United Way of Cass and Clay contributes to this program also.

Other **11**
This category includes early childhood screening, non-public school funds and grants. The district receives between $40-$75 from the Minnesota Department of Education for each preschooler who is screened. Revenues are based on actual expenditures, as this is a reimbursable program. Non-public student count includes St. Joseph's, Park Christian, and home-schooled students.

EXPENDITURES **Line #**

General Community Service **15**
Costs associated with the administration and support services for general Community Education programs are included. Community Education and district marketing costs are included.

Youth Development **16**
Expenses for Service Learning, after-school enrichment, and summer camps are also included.

Choices **17**
Costs related to programs for adults with disabilities and programs that assist adults in their participation in regular community offerings are included.

Adult Basic Education **18**
Costs related to the operation of the Adult Basic Education program including licensed teachers, paraprofessionals, administration, rent, technology and support services are included.

Early Childhood Family Education **19**
Costs related to the Early Childhood Family Education program are included such as licensed teachers, paraprofessionals, and rent. Administrative and support services are shared with the Kindergarten Readiness programs and other early childhood programs of the district.

School Readiness **20**
Costs related to assisting children ages 3 to 5 to enter kindergarten with the skills necessary for success are included. These costs include licensed teachers, paraprofessionals and rent. Administrative and support services are shared with other district early childhood programs.

Other **21**
Expenses related to actual costs incurred to fulfill grant and non-public school agreements. Early Childhood screening is also included.

INDEPENDENT SCHOOL DISTRICT #152
COMMUNITY SERVICE (04)

LINE #		2020-2021 ACTUAL	2021-2022 PROJECTED	2022-2023 PROJECTED	2023-2024 PROJECTED	2024-2025 PROJECTED	2025-2026 PROJECTED
	REVENUES:				1		
1	Gen Com Ed catalog presch scrn	336,740	392,190	400,034	408,034	416,195	424,519
2	Fees	54,836	141,900	144,738	147,633	150,585	153,597
3	Youth Development/Service	277,036	251,200	256,224	261,348	266,575	271,907
4	Choices/Adults w/Disabilities	26,104	26,500	27,030	27,571	28,122	28,684
5	Choices Fees/Adults w/Disabilities	660	900	918	936	955	974
6	ABE	392,332	432,200	440,844	449,661	458,654	467,827
7	ECFE	408,789	392,300	400,146	408,149	416,312	424,638
8	ECFE Fees	15,828	34,100	34,782	35,478	36,187	36,911
9	School Readiness/United Way	569,297	525,800	536,316	547,042	557,983	569,143
10	School Readiness Fees	45,164	106,400	108,528	110,699	112,913	115,171
11	Other/Non Public Aid/Governers Presch Cov	70,274	132,100	134,742	137,437	140,186	142,989
12	**TOTAL REVENUES**	**2,197,060**	**2,435,590**	**2,484,302**	**2,533,988**	**2,584,668**	**2,636,361**
13	**$ CHANGE**	**47,818**	**238,530**	**48,712**	**49,686**	**50,680**	**51,693**
14	**%CHANGE**	**2.22%**	**10.86%**	**2.00%**	**2.00%**	**2.00%**	**2.00%**
	EXPENDITURES:						
15	General Com Ed catalog presch scr	295,696	406,900	419,107	431,680	444,631	457,970
16	Youth Development/Service	233,526	254,720	262,362	270,232	278,339	286,690
17	Choices/Adults w/Disabilities	16,343	26,500	27,295	28,114	28,957	29,826
18	ABE	467,195	468,450	482,504	496,979	511,888	527,245
19	ECFE	268,150	428,230	441,077	454,309	467,938	481,977
20	School Readiness	453,465	646,630	666,029	686,010	706,590	727,788
21	Other/Non Public Aid/Governers Presch Cov	68,858	118,210	121,756	125,409	129,171	133,046
22	**TOTAL EXPENDITURES**	**1,880,723**	**2,429,450**	**2,502,334**	**2,577,404**	**2,653,879**	**2,732,632**
23	**$ CHANGE**	**(794,833)**	**548,726**	**72,882**	**75,069**	**76,474**	**78,752**
	% CHANGE	**-29.7%**	**29.2%**	**3.0%**	**3.0%**	**3.0%**	**3.0%**
24	**REV OVER EXP (EXP OVER REV)**	**316,337**	**6,140**	**(18,032)**	**(43,416)**	**(69,211)**	**(96,271)**
25	**BEGIN FUND BALANCE**	**765,897**	**1,082,234**	**1,088,374**	**1,070,342**	**1,026,926**	**957,715**
26	**ENDING FUND BALANCE**	**1,082,234**	**1,088,374**	**1,070,342**	**1,026,926**	**957,715**	**861,444**

VII. DEBT SERVICE FUND

INTRODUCTION

The Debt Service Fund is used to show revenues and expenditures for a school district's outstanding bonded indebtedness, whether for building construction or operating capital, and whether for initial or refunding bonds.

When a bond issue is sold, the school board must levy a direct general tax upon the property of the district for the payment of principal and interest on such bonds as due. The revenue from such tax must be separately accounted for in a Debt Service Fund (M.S. 475.61).

When an excess is accumulated in a Debt Service Fund due to interest earnings, lower than anticipated tax delinquency, or excess building funds, the levy for debt redemption may be reduced in whole or in a part as dictated by fund balances and debt retirement requirements. Where there are accumulations in the fund as the process of debt repayment nears an end, the accumulations should be used to reduce debt levies. Where there is any balance left in the Debt Service Fund after all obligations have been discharged, such balance shall be permanently transferred to the General Fund, with an equal levy reduction (M.S. 475.61).

There can be no borrowing from the Debt Service Fund. Any cash balance or investment in a Debt Service Fund is held in trust for the bondholders, and must not be used to support cash deficits in other funds (M.S. 123B.78, Subd. 4).

On March 12, 2002, school district voters approved the district's $64 million bond referendum for the Horizon East and SGR 4,095 (51.2%) to 3,903 (48.8%). The final bond payment is scheduled for April 2022.

On Nov. 3, 2015 voters in the Moorhead Area Public Schools approved the district's $78.2 million bond referendum 4,014 (64%) to 2,255 (36%). The ballot question required a simple majority to pass. The taxes would increase on the average-priced home ($150,000) by approximately $9 per month.

In November 2019 voters in the Moorhead Area Public Schools approved the district's $110,000 million bond referendum for the construction of the Career Academy and High School. The vote was 5,478 (75.7%) to 1,754 (24.3%).

REVENUE	Line #
Local Property Tax Levy This is determined by the bond payment schedule. The District must levy 105% of the annual debt service requirement.	**1**
Interest Income Interest rates appear to be static in the short term.	**4**
State Sources Aid received for the replacement of local taxes.	**5-8**

EXPENDITURES	Line #
Principal on bonds As required by the bond payment schedule.	**11**
Interest on bonds As required by the bond payment schedule.	**12**

INDEPENDENT SCHOOL DISTRICT #152
DEBT SERVICE FUND (07)

LINE #		2020-2021 ACTUAL	2021-2022 PROJECTED	2022-2023 PROJECTED	2023-2024 PROJECTED	2024-2025 PROJECTED	2024-2026 PROJECTED
	REVENUES:						
1	Local property tax levy	9,897,721	7,431,533	10,383,375	10,383,375	10,383,375	10,383,375
	State sources:						
2	HACA (Homestead credit)	included in levy	included in levy	included in levy	included in levy	included in levy	included in levy
3	Border city aid	included in levy	included in levy	included in levy	included in levy	included in levy	included in levy
4	Other appropriations	included in levy	included in levy	included in levy	included in levy	included in levy	included in levy
6	**TOTAL REVENUES**	**9,897,721**	**7,431,533**	**10,383,375**	**10,383,375**	**10,383,375**	**10,383,375**
	EXPENDITURES:						
10	Principal on bonds	4,365,000	4,470,000	5,480,000	5,480,000	5,480,000	5,480,000
11	Interest on bonds	5,294,880	2,607,650	4,408,929	4,408,929	4,408,929	4,408,929
12	Other debt service	1,825	1,350	1,350	1,350	1,350	1,350
13	**TOTAL EXPENDITURES**	**9,661,705**	**7,079,000**	**9,890,279**	**9,890,279**	**9,890,279**	**9,890,279**
14	**REV OVER (UNDER) EXP**	**236,016**	**352,533**	**493,096**	**493,096**	**493,096**	**493,096**
15	**BEGINNING FUND BALANCE**	**2,203,850**	**2,439,866**	**2,792,399**	**3,285,495**	**3,778,591**	**4,271,688**
16	**ENDING FUND BALANCE**	**$2,439,866**	**$2,792,399**	**$3,285,495**	**$3,778,591**	**$4,271,688**	**$4,764,784**

VI. BUILDING CONSTRUCTION

INTRODUCTION

Fund (06) is designed to track all revenues and expenditures as they relate to the construction work that was authorized with voter approval.

In Nov. 2019 a $110 million building bond was passed to build a new high school on the original site and a new career academy at the old Sam's building which we purchased with a lease to purchase agreement.

EXPENDITURE ASSUMPTIONS AND RATIONALE

Basic Assumptions

1. High School Construction Cost
2. Career Academy Cost

Construction	HS Career Academy
Expenditures	
Career Academy	$24,850,014.00
High School	$123,264,853.00
Total Expenditures	**$148,114,867.00**
Total Revenue	
Bond	$110,000,000.00
Alternative Funding Sources	$38,114,867.00
Total Revenues	**$148,114,867.00**

VIII. POST-EMPLOYMENT BENEFITS DEBT SERVICE FUND

INTRODUCTION

Activity to record levy proceeds and the repayment of the Other Post-Employment Benefits (OPEB) bonds are accounted for in this fund. An actuarial study is required every two years. The most recently completed actuarial study of the district's OPEB liability in 2021 showed an estimated net obligation of $2.8 million as of June 30, 2020. Proceeds from this fund are used to cover the expenses related primarily to retiree health insurance benefits.

REVENUE	Line #
Local Property Tax Levy	**1**

The levy amount is determined by the bond payment schedule from the most recently completed actuarial study.

EXPENDITURES	Line #
Principal on bonds	**3**

As determined by the bond payment schedule.

Interest on bonds	**4**

As determined by the bond payment schedule.

Other debt service	**5**

Fees related to the administration of the OPEB trust.

INDEPENDENT SCHOOL DISTRICT #152
OPEB FUND (47)

		2020-2021 ACTUAL	2021-2022 PROJECTED	2022-2023 PROJECTED
LINE #	**REVENUES:**			
1	Local Property Tax Levy	747,429	764,463	N/A
2	**TOTAL REVENUES**	**747,429**	**764,463**	N/A
	EXPENDITURES:			
3	Principal on bonds	705,000	720,000	N/A
4	Interest on bonds	30,278	7,560	N/A
5	Other debt service	575	500	N/A
6	**TOTAL EXPENDITURES**	**735,853**	**728,060**	N/A
7	**REV OVER (UNDER) EXP**	**11,576**	**36,403**	N/A
8	**BEGINNING FUND BALANCE**	**218,994**	**230,570**	N/A
9	**ENDING FUND BALANCE**	**$230,570**	**$266,973**	N/A

MOORHEAD
AREA PUBLIC SCHOOLS

Fiscal Year (FY) 2022-23 Annual Operating Plan

Denice Sinner, Director of Business Services
Kristin Dehmer, Executive Director of Human Resources and Operations

Objectives

1. To approve the 2022-2023 preliminary budget.
2. To project revenue and expenditures for a three-year period beyond the current budget.
3. To present historical information.
4. To have the information organized in such a manner that it may be used as a tool in the district's long-range planning process.

Fund Information

General Fund

Fund 01

The district is anticipating 2022-2023 General Fund revenues of $110 million. This reflects an increase of approximately $1.8 million compared to 2021-2022. This increase is due primarily to the 2% increase on the state aid basic formula per ADM and additional COVID dollars we will receive.

Expenses for the General Fund are anticipated to be $110 million. This reflects an increase of approximately $725,000 compared to projected expenditures from 2020-2021. The primary reason for this increase is due to the expenses of COVID.

The net result of the recommended General Fund budget is a combined restricted, unassigned and committed fund balance decrease of $2 million compared to 2021-2022. The June 30, 2023 restricted unassigned and committed General Fund balance is projected to be $16.8 million, or 15.19 % of total expenditures. ‘’The unassigned fund balance at June 30, 2023 is projected to be 10.74% of total expenditures. ‘The board policy is set at 17%. I’m projecting the audited fund balance for FY22 to be around 2% higher than projected in January. Which then in return will add 2% to the ending fund balance of FY23 to be at 12.74% instead of the 10.74%.Budget assumptions will be monitored to verify accuracy as new information becomes available. A revised budget will be presented to the board in approximately January 2023.

	GENERAL FUND (01)	FY21 Actual	FY22 Revised	FY23 Projected	FY24 Projected	FY25 Projected	FY26 Projected
	REVENUES						
1	Property Taxes	6,944,475	7,819,105	8,135,322	8,135,322	8,135,322	8,135,322
2	Local Sources	1,737,255	2,478,644	2,721,450	2,747,860	2,774,797	2,802,273
3	General Education Aid	59,454,645	60,779,801	63,413,032	64,745,924	64,887,674	65,708,549
4	Other State Aids	971,192	1,104,557	1,226,122	1,226,122	1,226,122	1,226,122
5	Special Education Aid	13,515,736	14,552,956	14,689,244	14,983,029	15,282,689	15,588,343
6	Federal Aids Grants	10,136,614	15,774,669	14,476,820	3,695,380	3,724,511	3,754,225
7	Pension	417,420	500,000	500,000	500,000	500,000	500,000
8	Capital Outlay/LTFM	5,263,621	5,694,483	5,414,636	5,534,396	5,365,257	5,365,257
9	**TOTAL REVENUES**	**98,440,958**	**108,704,215**	**110,576,626**	**101,568,032**	**101,896,373**	**103,080,091**
	EXPENDITURES				8,281,061		
10	Administration	6,333,595	6,340,402	6,509,880	6,649,700	6,794,300	6,942,250
11	Regular Instruction & Vocational	42,641,758	46,073,545	45,141,883	45,032,430	46,005,200	47,000,740
12	Special Services	21,071,281	22,128,738	22,485,500	22,968,570	23,462,840	23,968,570
13	Instructional Support	6,551,382	6,122,508	6,313,220	6,453,920	6,598,230	6,746,270
14	Pupil Support	3,584,310	3,953,812	3,691,850	3,767,860	3,845,640	3,925,240
15	Buildings & Grounds	7,675,402	8,044,959	16,326,020	7,708,230	7,843,050	7,980,730
16	Transportation	5,268,762	5,590,593	5,715,710	5,744,030	5,772,980	5,802,570
18	Capital Outlay/LTFM	4,363,733	11,743,662	4,539,458	4,008,040	4,042,711	4,731,191
20	**TOTAL EXPENDITURES**	**97,490,222**	**109,998,219**	**110,723,521**	**102,332,780**	**104,364,951**	**107,097,561**
21	**REVENUES OVER (UNDER) EXPENDITURES**						
22	**Restricted**	**899,888**	**(6,049,179)**	**875,178**	**1,526,356**	**1,322,546**	**634,066**
23	**Unassigned**	**50,848**	**4,755,175**	**(1,022,073)**	**(2,291,104)**	**(3,791,125)**	**(4,651,536)**
24	**Restricted & Unassigned Combined**	**950,736**	**(1,294,004)**	**(146,895)**	**(764,748)**	**(2,468,578)**	**(4,017,470)**
	ENDING FUND BALANCE						
25	**Restricted**	**10,099,275**	**4,050,096**	**4,925,274**	**6,451,630**	**7,774,177**	**8,408,243**
26	**Unassigned**	**8,159,491**	**12,914,666**	**11,892,593**	**9,601,490**	**5,810,365**	**1,158,828**
27	**Restricted & Unassigned Combined**	**18,258,766**	**16,964,762**	**16,817,867**	**16,053,120**	**13,584,541**	**9,567,071**
28	**Unassigned as % of Expenditures**	**8.37%**	**11.74%**	**10.74%**	**9.38%**	**5.57%**	**1.08%**
29	**Restricted & Unassigned as % of Total Expenditure**	**18.73%**	**15.42%**	**15.19%**	**15.69%**	**13.02%**	**8.93%**

Line/Title		What is included?
1	Property Taxes	Taxes paid by residents for residential and commercial property
2	Local Sources	Interest ,fees from patrons ,medical assistance,student activities
3	General Education Aid	Basic formula revenue, basic skills revenue, learning development, staff development, Achievement and Integration
4	Other State Aids	Homestead credit, agricultural credit, border city credit
5	Special Education Aid	State special education reimbursement
6	Federal Aids Grants	Title programs, federal special education reimbursement, ESSER/COVID
7	Pension	Pension liability
8	Capital Outlay/LTFM	Capital and Long Term Facilities Maintenance

General Fund Revenue

Summary

2022-23

The general education basic aid formula currently is $6,863 per ADM. The state increase of 2% equaled an additional $135 per ADM in FY23. All other revenues were increased at 2% or as close to actual amounts as possible.

Revenue Changes By Line/Title

Line/Title		Revenue
1	Property Taxes	Increased $300,000 due to market value increases.
2	Local Sources	No changes from FY22 outside of the standard increase noted in the summary.
3	General Education Aid	Increased $3.6 million due to an increase of 2% on the basic state aid formula and an enrollment increase of 92 students.
4	Other State Aids	No changes from FY22, other then the standard increase noted in the summary.
5	Special Education Aid	No changes from FY22, other then the standard increase noted in the summary.
6	Federal Aids Grants	Decreased by $2 million due to less ESSER money being received. The majority of the revenue was provided for one time expenditures in Technology and the Career Academy which ESSER funds were received.
7	Pension	Contra account, revenues will equal the expenditures
8	Capital Outlay/LTFM	The Capital Aid and LTFM revenue is figured on the average of the district's building age. The district average building age was lowered due to the addition of the Career Academy. This lower building age caused the district to lose $280,000 in revenue.

Line/Titles		What is included?
10	Administration	School board and administrative positions (Supervisory)
11	Regular Instruction & Vocational	Regular Instruction and Vocational expenses
12	Special Services	Special education services
13	Instructional Support	Technology, staff development, and media
14	Pupil Support	Counselors, nurses
15	Buildings & Grounds	Buildings and grounds
16	Transportation	Transportation expenses
18	Capital Outlay/LTFM	Copier leases, textbooks, technology, long term facility maintenance, building accessibility

General Fund Expenditure Summary 2022-23

Increases to expenditures range from approximately 2.5% for salaries to typically 4% for benefits, like FICA, health insurance, retirement plans and annuities. Energy costs are generally assumed to increase at a 5% annual rate. Other expenses are assumed to increase using the Consumer Price Index (CPI), which is typically in the range of 2-3% annually.

Expenditure Changes By Line

	Line/Title	Expenditures
10	Administration	No changes from FY22, other than the standard increase noted in the summary.
11	Regular Instruction & Vocational	**Salaries:** Increase includes ESSER funding for credit recovery facilitators, AALC and MRC Supervisor totaling $560,000. **Benefits:** Decreased by $1.2 million because in FY22 the employees received a Covid Retention benefit, and will not receive this payment in FY23. **Supplies:** Decreased by $1.2 million for FY23 because of the one-time expense for Career Academy in FY22 using ESSER funding.
12	Special Services	No changes from FY22, other than the standard increase noted in the summary.
13	Instructional Support	No changes from FY22, other than the expected increase. $250,000 continues to be included for chromebooks using ESSER funding.
14	Pupil Support	The standard increase noted in the summary was applied in addition to $368,000 less due to the sunset of the ESSER health services funding for FY23.
15	Buildings & Grounds	There is an increase due to reclassification of ESSR funds from Capital to Buildings and Grounds per MDE guidance. The remaining ESSER funds of the HVAC cost of ASP $292,415, Hopkins $467,420, C/A $5,710,000 are included.
16	Transportation	No changes from FY22, other than the normal increase. An increase of fuel was taken into consideration.
		Page 144
18	Capital Outlay/LTFM	There is a decrease due to reclassification of ESSER funds for the HVAC cost of ASP $292,415, Hopkins $467,420, C/A $5,710,000 from Capital to Buildings and Grounds per MDE guidance.

Food Service

Fund 02

This fund must be established in a district that maintains a food service program for pupils. Food service includes those activities which have as their purpose the preparation and service of milk, meals, and snacks in connection with school and community service activities.

Eligible expenditures include application processing, meal accountability, food preparation, meal service, and kitchen custodial service.

A positive fund balance may not be transferred to the General Fund. A deficit will allow permanent transfers from the General Fund to the Food Service Fund as of the end of the fiscal year.

This year the revenues were increased by 2% and expenditures were increased by 3%. Resulting still in a positive fund balance.

Food Service (02)

	FY21	FY22	FY23	FY24	FY25	FY26
FOOD SERVICE (02)	**Actual**	**Revised**	**Projected**	**Projected**	**Projected**	**Projected**
Revenues	3,518,593	3,636,097	3,966,210	4,043,540	4,122,420	4,202,870
Expenditures	3,382,853	3,754,607	3,926,320	4,039,910	4,156,910	4,277,410
REVENUES OVER (UNDER) EXPENDITURES	135,740	(118,510)	39,890	3,630	(34,490)	(74,540)
ENDING FUND BALANCE	**802,897**	**684,387**	**724,277**	**727,907**	**693,417**	**618,877**

Community Service

Fund 04

The new 2020 district's census population is 48,025 up by 1,709 from 2016. This figure has been adjusted by our state demographer. The Early Childhood census of 2,673 is an average based on the number of students entering kindergarten in the previous five years.

Revenues were increased by 2% and the expenditures were increased by 3% for FY23 and going forward.

Community Service (04)

	FY21	FY22	FY23	FY24	FY25	FY26
COMMUNITY EDUCATION (04)	**Actual**	**Revised**	**Projected**	**Projected**	**Projected**	**Projected**
Revenues	2,197,060	2,435,590	2,484,302	2,533,988	2,584,668	2,636,361
Expenditures	1,880,723	2,429,450	2,502,334	2,577,404	2,653,879	2,732,632
REVENUES OVER (UNDER) EXPENDITURES	316,337	6,140	(18,032)	(43,416)	(69,211)	(96,271)
ENDING FUND BALANCE	**1,082,234**	**1,088,374**	**1,070,342**	**1,026,926**	**957,715**	**861,444**

Debt Service Fund

Fund 07

The Debt Service Fund is used to show revenues and expenditures for a school district's outstanding bonded indebtedness, whether for building construction or operating capital. This fund is like a revolving fund, we get the revenue from the local levy to pay the bond payment expense. In FY22, the bonds for Horizon East, the addition of SGR, and the OPEB bonds are finished and the HS and CA one started with both principal and interest payments.

Revenues	$10,383,375
Expenditures	$9,890,279
Fund Balance	$3,285,495

Building Construction

Fund 06

Fund (06) is designed to track all revenues and expenditures as they relate to the construction work that was authorized with voter approval.

In Nov. 2019, a $110 million building bond was passed to build a new high school on the original site and a new career academy at the old Sam's building which we purchased with a lease to purchase agreement.

Construction	HS Career Academy
Expenditures	
Career Academy	$24,850,014.00
High School	$123,264,853.00
Total Expenditures	**$148,114,867.00**
Total Revenue	
Bond	$110,000,000.00
Alternative Funding Sources	$38,114,867.00
Total Revenues	**$148,114,867.00**

Post-Employment Benefits Debt Service Fund

Fund 47

Activity to record levy proceeds and the repayment of the Other Post-Employment Benefits (OPEB) bonds are accounted for in this fund. These bonds were paid off in fiscal year FY22

Questions?

MOORHEAD AREA PUBLIC SCHOOLS

Learning and Accountability

Memo ASLA.22.18

TO: Dr. Brandon M. Lunak, Superintendent

FROM: Dr. Jeremy Larson, Assistant Superintendent of Learning and Accountability

DATE: 06/21/2022

RE: 2022-2023 Moorhead Elementary Parent and Student Handbook

Attached is the 2022-2023 Moorhead Elementary Parent and Student Handbook. Changes to the handbook will be presented at the June 27 board meeting.

Suggested Resolution: Move to approve the 2022-2023 Moorhead Elementary Schools Parent-Student Handbooks as presented.

JL/tro

ATTACHMENTS:
2022-2023 Moorhead Elementary Parent and Student Handbook

2022~~1~~-2023~~2~~

Moorhead Elementary

Family~~Parent~~ & Student Handbook

The mission of Moorhead Area Public Schools is to develop the maximum potential of every learner to thrive in a changing world.

Table of Contents

Welcome Moorhead Elementary Students and Families

Welcome to the new school year! We are eager to work with the students and families at our Moorhead elementary schools to provide an exciting, challenging and rewarding school year.

We invite you to become an active member of our educational community. We believe that supportive parents/guardians who work in partnership with us at school are important to our students' success. We invite, and we value, your involvement. We are committed to making your child's first years in school full of positive and enriching experiences. You are always welcome at school, and we are excited about having a great year working with you.

The success of a community depends upon the collaborative efforts of all its members. Here's to a great year of working together toward our common goal — the best possible school year for our students!

Arrival Time and Morning Routine

We ask that children who do not ride a bus arrive no earlier than 7:45 a.m. unless they will be eating breakfast at school. Breakfast is served from 7:30 a.m. to 7:45 a.m. Since there is no playground supervisor prior to 7:45 a.m., the school does not assume the responsibility of accidents that occur during unsupervised periods. The school patrol is on duty 15 minutes before school starts and 15 minutes after school is dismissed.

Procedure for Dropping Off Children

Parents dropping off children at the beginning of the day should use the designated visitor parking lot and drop off students on the curbside. Please exercise caution when letting your child out of the car. Never allow children to run across the street or between buses or cars.

Procedure for Picking Up Children

When picking up children during the day, please park in the designated visitor lot and enter the building through the main entrance. All other doors are locked from the outside during the school day. To take a child out of class during the day, parents/guardians must come to the office and sign out their child. We do not permit students to wait outside their classroom.

Children will not be permitted to leave school with anyone other than their parents and/or legal guardians unless we have written authorization from you. Please send your child's teacher a written note in advance, notifying him/her when your child will be picked up and by whom.

After school, teacher supervision is provided until 2:50 p.m. All students should be picked up by 2:50 p.m. In the case of an emergency, please contact the office.

School Safety Procedures and Locked Doors

Visitors must enter the main entrance doors, bringing with them a valid photo ID to be scanned to register at the office and receive a printed visitor badge before being permitted into the building or classrooms. The main entrance exterior doors by the office are unlocked during building hours 7:30 a.m. to 3:45 p.m. and for after-school programming.

To secure the building during the school day, all other doors will be locked. Locked doors are inconvenient at times, but student and staff safety is important and worth some inconvenience. The school staff know the procedures for safety in the event of a lockdown or evacuation situation. Locked doors are a proactive step we take to decrease the likelihood of a dangerous incident at school.

Absences and Tardies

We believe:

- students with regular attendance achieve better academically in school;
- students with regular attendance are better adjusted to school;
- learning that is lost due to absence can never be adequately replaced;
- students with regular attendance have an understanding of the purpose and direction of their education.

Types of Absences

Excused Absences: The excused absence is for all legitimate reasons. The administration will determine the legitimacy of all absences. A student has the right and obligation to make up any work missed with full credit. The student will be required to make arrangements with the teacher to make up any school work missed and receive a grade. A teacher may require additional assignments to compensate for any loss of class discussion and information. In the case of a prolonged (three or more days) excused absence, the teacher and student should mutually agree upon a deadline for completion of makeup work.

The state of Minnesota recognizes the following reasons for absence: illness, serious illness in the student's immediate family, a death in the student's immediate family or of a close friend or relative, medical, dental or orthodontic treatment or counseling appointment, court appearances, religious instruction not to exceed three hours in any week, or inclement weather. To be considered an excused absence, the student's parents/guardians may be asked to verify, in writing, the reason for the student's absence from school. Other reasons that could be acknowledged are personal requests for absence made 24 hours in advance (e.g., legal appointments, religious activities, travel, family vacations, state tournaments and school activities). We encourage parents/guardians to hold these requests for absence to a maximum of 15 cumulative days in a year. If your child is absent due to illness for more than three consecutive days or 12 days per school year, a doctor's statement may be required.

Parents/guardians must notify the school each day before 9 a.m. when a student will not be attending. Please call the school office, submit the student's absence through PowerSchool, or send a note to school accounting for each day missed when the student returns to school. If you leave a message, please specify your child's name, teacher and the reason for the absence. If the parent/guardian does not notify the school within two days of the student's return to school, the absences will remain unexcused.

Withdrawal: A student who has been absent from school for 15 consecutive school days during the regular school year, without receiving approved homebound instruction, shall be dropped from the roll and classified as withdrawn as soon as the parent reports or after day 15, whichever comes first (Minnesota Statute 126C.05 Subd. 8).

Unexcused Absences: Students who miss or are required to miss for reasons not acceptable to school officials may be required to report for detention and make-up work after school. Parents/guardians should not request permission for absence for personal convenience reasons (e.g., babysitting, running errands). An unexcused absence indicates the student is absent without the consent of the parent/guardian. Students who miss school for reasons not acceptable to school officials will be subject to consequences determined by the building principal or administrator.

Truancy: A student who misses the whole day or part of the day without the consent of either the school or parent/guardian is considered truant. A Family Advocate is available to assist parents/guardians who are

having difficulty getting a student to school. Through the Family Advocate, the Moorhead Area Public Schools offers early intervention for attendance problems. If the interventions are not successful, a report of suspected parental neglect may be filed.

Every effort should be made to have your child at school on time. Tardiness is unfair to the child who misses instruction. It also interrupts the classroom for other children. Children should be in their classrooms by 7:50 a.m. Students who arrive at school after 7:55 a.m. for any reason, must come to the office for a tardy slip before going to class.

Refer to School Board Policy 515 on the school district's website or in the school office.

Reporting Absences

Please report all absences either through PowerSchool, by calling the school attendance line by 9 a.m. each day or by sending a signed note. You also may choose to call or email your child's teacher to report an absence, but reporting the absence to the office is required. When calling, speak to the secretary or leave a message stating your child's name, the teacher's name and the reason for the absence. This report allows us to inform the teacher so that plans can be modified in the classroom. It also keeps us current on the childhood illnesses that may be affecting our students.

If You Move

Please notify the school office if you have a new address or phone number. Families register at their new school and the new school will request records from us. Stop by the school office and sign a Release of Records form if your child will be leaving and attending a school outside of the Moorhead School District. Refer to School Board Policy Administrative Procedure 515.1 on the school district's website or in the school office.

New Students

New students are a welcome addition to our school. Please register at the enrollment office at the District Operations Center. The student will start attending class as soon as practicable.

Breakfast, Lunch, Milk

A nutritious lunch and breakfast will be served every day. School breakfast is available from 7:30 a.m. to 7:45 a.m. and costs $1. Breakfast is free for kindergarten students. Students have a 30-minute lunch period. Lunch costs $2.30 and includes milk. Students eligible for free or reduced-price lunch are also eligible for free breakfast.

Families may apply for free/reduced-price meal benefits anytime during the school year. Education Benefit ~~Meal~~ applications are distributed to all families in the district prior to the first day of classes. In addition, applications are available on the district website and school buildings during office hours. The form should be completed electronically to ensure faster processing. If the household income or size change, families can apply for meal benefits anytime during the school year. More information about free and reduced meals is available in the school office.

We use a computerized lunch program. As the student passes through the lunch line, the student enters his or her student number. The computer keeps a record of when each child paid, how much, and when each child ate breakfast or lunch or purchased milk.

Students must prepay for meals and milk. Money is deposited into each child's account at the school office. We ask parents/guardians to deposit enough money for a week (or more) of meals. Students may put money in their account before school or during their noon hour. Parents may also use e~Funds for Schools,

an online payment processing system, to pay for school meals online and receive reminders for low account balances. See the e~Funds for Schools section for more information. Access e~Funds for Schools through the district website at www.moorheadschools.org

It is a parent/student responsibility to make sure that students have money in their account. Families will be notified by email, automated call/text, and/or letter mailed or sent home once a meal account balance reaches $5. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their students.

The school district will provide a meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The cost of the meal will be charged to the student's account or otherwise charged to the student. If an account has a negative balance, the student will not be allowed to charge milk or snack for milk break or extra milk for meals.

The school district will make reasonable efforts to collect unpaid meal charges. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectible, and efforts are being made to collect it. Unpaid balances of more than $5, not paid prior to the end of the month, will be turned over to the superintendent or designee for collection. For additional information refer to School Board Policy 538 on the school district website or in the school office.

Students may have milk as a morning snack. Parents/guardians must mark in PowerSchool Registration whether their children may receive morning milk. There are no free or reduced arrangements for morning milk and snack. Milk for morning break is free for kindergarten students. Milk charges are taken from the breakfast/lunch account. Milk is also available to children who choose to bring their lunch. Milk for lunch and for snack break is sold for $.40. Milk break snacks may be purchased for $50 per semester through a student's meal account if interested.

Lunch Invitation

Parents/guardians are welcome to eat lunch with their children. Come to the office to register, get a printed visitor's badge and pay for your lunch when you arrive. Please join us!

Recess

Students in grades K-4 will have at least a fifteen-minute recess during the school day that will be scheduled by the teacher. Please do not request that your child be kept indoors for recess unless his/her physician feels it would be detrimental for the child to be out. In most cases, if a child is well enough to attend school, he or she should be allowed to go outdoors. Fresh air and activity increase alertness for class work. A written excuse should be provided to the teacher each day a child is to stay in from recess.

Students will not go outside for recess once the temperature drops to 0 or windchill to -10 degrees. Please remember that students go outside for recess and should be dressed appropriately for the weather.

ACADEMIC AND ACTIVITY PROGRAMS

Art

Students in grades K-4 receive instruction from a certified art teacher. Students in selected grade levels will take a field trip to a local art museum. In addition to the sessions with art teachers, students will have art experiences with their classroom teachers.

Curriculum Review

Parents/guardians have the right to review the curriculum and to determine which instruction will be provided by parents/guardians rather than teachers. For more information, please contact a principal, building administrator or a counselor regarding School Board Policy 620.

Cycle Schedule

Our elementary schools operate on a system of cycle days. A cycle schedule differs from a weekly schedule in that each day school is in session, it is lettered from A to F. The system is used to schedule classes such as art, physical education, health, and music so students receive consistent programming.

As a result of this schedule, our classroom teachers and specialists are able to:
Provide equitable and enriched learning experiences for all students;

- Have protected teaching time during core instruction with the goal of a minimum of 90 minutes of reading instruction and a minimum of 30 minutes of writing instruction daily;
- Provide a protected daily block of minutes for mathematics instruction that varies with grade level;
- Provide intervention or enrichment according to individual needs;
- Address students' varying learning styles with small groups; and
- Have regular opportunities for classroom teachers to meet during the day and without the use of substitute teachers to review students' reading and math data and plan corresponding instruction.

Music, art and physical education/health will be offered on a five- or six-day cycle based on the number of classroom sections. Every student will have access to the content of those areas on a regular schedule.

Elementary Guidance (Counseling)

Our elementary guidance and counseling program offers classroom guidance instruction, small group experiences and short-term individual counseling. An elementary counselor is at each school full time. Students can make an appointment to see a counselor and parents/guardians or teachers can recommend or request an appointment for a child.

The Elementary Guidance/Counseling Program has two major components: preventive guidance and individual counseling. Preventive guidance involves classroom instruction, which helps children in the areas of self-esteem, alcohol and drug awareness, decision making, problem solving, bullying and social interaction. Individual counseling is designed to help parents, students and teachers with issues that may surface at some point during normal development. These include achievement, alcohol, behavior, death, divorce, fears/phobias, illness, siblings, etc.

Please feel free to contact the counselor's office with any concerns, questions or comments. All inquiries are strictly confidential.

Field Trips

Visits to various places in our community and in other communities enhance our educational program. Field trips are held in correlation with the curriculum for a particular grade level. Trips are always well supervised, but we do ask that you sign the "field trip permission" line on the PowerSchool Enrollment form. Your child's teacher will notify you about upcoming field trips and the need for parent volunteers. If you have a question about a field trip, feel free to call the classroom teacher.

Homebound Instruction

Students who are absent due to an illness or medical condition for 10 consecutive days are eligible for homebound or hospital bound instruction with written authorization from a physician. All requests for homebound instruction are to be directed to the Office of Learner Support Services at 218-284-3710 and can be initiated before the timelines are in effect.

Homework

Students are assigned homework, although the amount assigned depends on the availability of study time in school, individual work rate, grade level, and teacher. Parent support is important, especially for projects that may require collecting materials. Parents/guardians can also help find a quiet, less distracting place to do school work and can help their child review for tests, practice math facts, and cooperatively participate in parent-child activities the teacher may send home. For some assignments, your child's teacher will want the students to work independently to encourage responsibility and independent work habits. Contact your child's teacher if you have questions about homework.

Library Media Center

Students make extensive use of the library at school. Library books support and extend school learning. Our students make regular trips to the library with their classmates but are free to check out and return books as needed. The library is open before and after school for student use.

We encourage students to check out and use library books at home as well. Parents/guardians, teachers and the media center staff are in a partnership to encourage children to read, research and access information. We encourage you to share and discuss the books brought home and find time to read daily.

You and your child should decide where their library and school materials will be stored while they are in your home. It is the responsibility of the student to take care of materials checked out and see they are returned promptly. If materials are lost or destroyed, a fee will be charged for replacement.

Minnesota Academic Standards

Academic standards in language arts, math, science and social studies have been adopted for K-12 students in Minnesota. The Moorhead School District developed standards in the areas of health and physical education, world languages and the arts.

Students will be tested yearly in grades 3-8 and in high school on the state standards. Each standard will be specific as to what students should know or be able to do within a particular subject area. The curriculum in the Moorhead schools reflects the emphasis of the state standards. For further testing information, see the testing section on page 10.

Music

Music instruction is provided for grades K-4. Our music program is designed to encourage music skills and music appreciation through many musical experiences. Music class activities include singing, listening, appreciation, movement, learning and performing music fundamentals on a variety of instruments and performance opportunities. Moorhead Area Public Schools' sequential music curriculum gives students a step-by-step opportunity to learn music skills that provides the foundation for band, orchestra, and choir in their later school years.

Physical Education

Physical education instruction is provided for grades K-4. Emphasis is placed upon physical fitness, skill development and the creation of a learning environment in which all students experience success and

growth based upon their own levels of ability. Students are required to wear gym shoes for both indoor and outdoor physical education classes. They may not wear hard-soled shoes or only socks because of the risk of injury. Shoes must fasten with Velcro or shoelaces. Slip on, zip-up shoes, shoes with wheels, and shoes with raised heels are dangerous in school. During the spring and fall, students may need a jacket or sweatshirt to wear outdoors. When selecting clothing for school, please remember that children are physically active every day.

Articles like pens, pencils, necklaces, etc., are to be left in the classroom. It is also recommended that the children with long hair bind it with a rubber band or tie it up during physical education class.

Please send a written note to the physical education teacher if your child is unable to participate in class. In most cases, if a child is well enough to attend school he or she should be allowed to participate in physical education. If a child is unable to participate for more than three days a doctor's statement may be required.

School Safety Patrol

School patrol assists children in crossing streets on their way to and from school. Fourth-grade students are selected to serve on the patrol. These students must obey school regulations to stay on the patrol. The school safety patrol program needs the full cooperation of our students and their parents/guardians. Please encourage your children to respect the patrol. Parents/guardians set a good example by not allowing their children to cross the street anywhere except at the street corners.

Students who disobey the safety patrol will have their names turned in to their classroom teacher. The school patrol is on duty 15 minutes before school starts and 15 minutes after school is dismissed.

Spanish Immersion Program

The K-6 Spanish Immersion Program provides students the opportunity to become fluent in Spanish as well as English. All children in the district who are entering kindergarten in the fall are eligible to register for the program at Ellen Hopkins Elementary (grades K-4) and Horizon Middle School West Campus (grades 5-6). Limited space is available. Parents may choose to enroll their child as a first- or second-grader if there are openings. Parents/guardians choose to enroll their children in the program. Transportation is not provided to grades K-4 students living outside the Ellen Hopkins attendance area.

The Spanish Immersion students may work in multi-age classes. The curriculum goals of the immersion program are the same as the goals for all elementary schools in Moorhead Area Public Schools. The students will learn the same subject content that other students learn in the elementary school setting. The difference is that the classes are taught in Spanish. Students take the same standardized tests as other students.

For more information, contact Lynnelle Giddings, Ellen Hopkins Elementary principal, at lgiddings@moorheadschools.org or 218-284-4300 or Amanda Henry, Horizon Middle School principal, ahenry@moorheadschools.org or 218-284-7300.

Testing

Minnesota's statewide assessments measure that curriculum and instruction in our schools are aligned to the academic standards, ensuring all students are being provided an equitable education. Statewide assessment results are just one tool to monitor that we are providing our students with the education that will ensure a strong workforce and knowledgeable citizens.

A statewide assessment is just one measure of your student's achievement, but your student's participation is important to understand how effectively the education is aligned to the academic standards.

- In Minnesota's implementation of the federal Every Student Succeeds Act, a student not participating in the statewide assessments will not receive an individual score and will be counted as "not proficient" for the purpose of school and district accountability, including opportunities for support and recognition.
- Educators and policy makers use information from assessments to make decisions about resources and support provided.
- School performance results that are publicly released and used by families and communities are negatively impacted if students do not participate in assessments.

Students in grades 3-4 take the reading and mathematics Minnesota Comprehensive Assessments in the spring. The scores are used to see how students are progressing and to evaluate our school's instructional program. The testing window runs from March to May. A complete testing calendar will be available each year on the assessment page of the district website. Student attendance on testing days is important. Absent students will be tested on a test make-up day. For additional information see the parent/guardian guide and refusal for student participation in statewide testing in the appendix or on the website. Each summer, individual student reports are sent to the school and are provided to families no later than fall conferences.

POLICIES

Activity Travel

Students and their coaches participating in athletic and/or academic activities at the state and national levels should refer to School Board Policy 543 on the website or in the school office.

Bullying/Intimidation

An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. "Bullying" means intimidating, threatening, abusive or harming conduct that is objectively offensive and an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services or privileges.

The term "bullying" specifically includes cyberbullying, which means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

If a student has been bullied or knows of other students being bullied or intimidated, the student should contact an adult staff member for help. Refer to the discipline procedures section in this handbook and to School Board Policy 578 on the school district website or in the school office.

Child Abuse and Neglect

It is the policy of the Moorhead Area Public Schools to fully comply with Minnesota Statute 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse. It is the policy of Moorhead Area Public Schools to protect children whose health or welfare may be jeopardized through

physical abuse, neglect or sexual abuse; and, to make the school community safe for children by promoting responsible child care in all settings. In all cases where there is reasonable cause to believe a child is being neglected or physically or sexually abused, an immediate report is made to Clay County Social Services or the proper city or county law enforcement agency.

It shall be a violation of school district policy for any school personnel to fail to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years. Refer to School Board Policy 534 on the website or in the school office.

Crisis Management

Each elementary school has a crisis management plan to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation in the school. In addition, each elementary school has a student assistance team made up of staff from the school. The team provides support to students and staff who are experiencing significant life stressors. The team attempts to meet social and emotional needs of students so that they can obtain maximum benefits from their educational program. Refer to School Board Policies 710 and 553 on the website or in the school office.

Drug-Free and Weapon-Free Zones

The area around each elementary school is a drug-free and weapon-free zone. Anyone caught possessing or selling alcohol or chemicals, or using or recklessly handling a dangerous weapon may be subject to increased penalties as defined in state and federal law. Refer to School Board Policies 572 and 576 on the website or in the school office.

Emergency Drills

At school, we prepare for emergencies by practicing fire drills, lockdown drills and a tornado drill during the school year. Fire drills are held during the school year to instruct children as to the signals used, exits, and proper evacuation procedures in case of fire. We hold a tornado drill in conjunction with the state tornado drill. When the tornado signal is given, each teacher takes his or her class to an assigned area in the school.

The safety and security of all the students of Moorhead Area Public Schools is a main focus for our schools. Our schools have plans in place for crisis situations. Training and practice are essential so staff and students know what to do in different crisis situations.

Emergency drills are conducted so we can:

- practice the skills involved with evacuation or securing of the school,
- test, evaluate and refine the emergency response plan, and
- provide training for our staff to learn how to respond decisively and constructively to unexpected situations.

Refer to School Board Policy 711 on the website or in the school office.

Harassment and Violence

Moorhead Area Public School District 152 Policy Against Harassment and Violence Related to Race, Color, Creed, Religion, National Origin, Sex, Age, Marital Status, Familial Status, Status with Regard to Public Assistance, Sexual Orientation, Including Gender Identity or Expression, or Disability

1. Everyone at Moorhead Area Public Schools has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent harassment and violence related to race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability of any kind.
2. A harasser may be a student or an adult.
3. If you believe you have been the victim of any type of harassment you should report it to any school district official.
4. This report may be oral or you may also make a written report. It should be given to a teacher, counselor, the building administrator or the human rights officer (executive director of human resources and operations).
5. Your right to privacy will be respected as much as possible.
   The school district will investigate all reports of harassment or violence related to race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability and the school district will take all appropriate actions based on the report.
6. The school district will also take action if anyone tries to intimidate you or take action to harm you because you have reported a concern.
   This is a summary of the school district policy against harassment and violence related to race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

For additional information refer to School Board Policy 570 on the school district website or in the school office.

Title IX officer: Kristin Dehmer, Executive Director of Human Resources and Operations.
Phone: 218-284-3355
Email: kdehmer@moorheadschools.org

Hazing Prohibition - Policy 526

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the Moorhead Area Public Schools and are prohibited at all times.

II. GENERAL STATEMENT

A. No student, teacher, administrator, coach/advisor, volunteer, contractor or other employee of the school district shall plan, direct, encourage, aid or engage in hazing.
B. No teacher, administrator, coach/advisor, volunteer, contractor, or other employee of the school district shall permit, condone or tolerate hazing.
C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.
   Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, coach/advisor, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
    1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
    2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
    3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
    4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation that adversely affects the mental health, or dignity of the student or discourages the student from remaining in school.
    5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
B. "Immediately" means as soon as possible but in no event longer than 24 hours.
C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, school property, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises , or events, and all school-related functions, school-sponsored activities, events or trips.
D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
E. "Student" means a student enrolled in a public school or a charter school.
F. "Student organization" means a group, club or organization that meets and has students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. Moorhead Area Public Schools encourages the reporting party or complainant to use the report form (Administrative 526.1) available from the building administrator or the school district office, but oral reports shall be considered complaints as well. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
B. The building administrator, the administrator's designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a school district human rights officer or to the Superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Superintendent or the school district human rights officer (Human Resource Director) by the reporting party or complainant.
The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
C. Teachers, administrators, coaches/advisors, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who received a report of, observes, or has other knowledge or belief of conduct which may constitute hazing shall inform the building administrator immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing in a timely manner may be subject to disciplinary action.
D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades or work assignments or educational or work environment.
E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
F. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. SCHOOL DISTRICT ACTION

A. Upon receipt of a complaint or report of hazing, the school district shall promptly undertake or authorize an investigation by school district officials or a third party designated by the school district.
B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.
C. The alleged perpetrator(s) of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.
E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian (s) of alleged perpetrators who have been involved in a reported

and confirmed hazing incident and the remedial action taken, to the extent permitted by law.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, or who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

VII. DISSEMINATION OF POLICY

This policy shall appear in each school's student handbook and in each school's building and staff handbooks. The building administrator is responsible for the annual review of the handbook with students and staff.

School District Electronic Network and Systems Responsible Use and Safety

The district policy addressing issues related to use of the electronic network can be read in full on the district website or obtained at a school office. The Electronic Network and Systems Responsible Use and Safety policy and procedures address: network conduct, disciplinary actions for improper use, user notification, parents' responsibility, filter, publication of materials on the network, information contact/third party supplied information, limited expectation of privacy, and limitation of school district liability. Refer to School Board Policy 731 on the website or in the school office.

Search of Student Lockers, Desks, Personal Possessions, and Student's Person - Policy 574

I. PURPOSE

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the Moorhead Area Public Schools' policies against contraband.

II. GENERAL STATEMENT

A. Pursuant to Minnesota statutes, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school authorities for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

B. The policy above for school lockers also applies equally to student's desks or personal possessions as defined herein. The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

C. Desks

School desks are the property of the school district. At no time does the school district relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

D. Personal Possessions and Student's Person
The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

E. A violation of this policy occurs when students use lockers and desks for unauthorized purposes. A violation occurs when students carry contraband on their person or in their personal possessions.

III. DEFINITIONS

A. "Contraband" means any unauthorized item, possession of which is prohibited by school district policy and/or law. It includes but is not limited to weapons and "look-a-likes," alcoholic beverages, controlled substances and "look-a-likes," overdue books, and other materials belonging to the school district, and stolen property.

B. "Personal possessions" includes but is not limited to purses, backpacks, book bags, packages, and clothing.

C. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.

D. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g. to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

IV. PROCEDURES

A. School officials may inspect lockers and desks for any reason at any time, without notices, without student consent and without a search warrant.

B. School officials may, in their discretion, employ the use of trained dogs for the purpose of conducting a general sniff search of student lockers and desks. If a dog alerts to a locker or desk, school officials will determine, based on the information available to them from the dog's trainer, whether the dog's alert gives rise to reasonable suspicion that contraband will be found. If it is determined that reasonable suspicion exists, an internal search of the locker or desk and its contents will be conducted. The search will be reasonable in its scope and intrusiveness.

C. School officials may, upon a finding of individualized reasonable suspicion supported by articulable facts, employ the use of trained dogs for the purpose of conducting a sniff search of an employee's desk. If a dog alerts to the desk, school officials will determine, based on the information available to them from the dog's trainer, whether the dog's alert gives rise to reasonable suspicion, then an internal search of the desk and its contents will be conducted. The search will be reasonable in its scope and intrusiveness.

D. School officials may, without a search warrant, search the person and/or personal possessions based on reasonable suspicion. The search will be reasonable in its scope and intrusiveness.

E. As soon as practicable after a search pursuant to this policy, the school authorities must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by policy or school officials.

F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.

G. A search of a person shall be conducted in privacy by a school official of the same sex. An adult witness of the same sex shall be present as an observer during the search.

H. A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate.

V. DIRECTIVES AND GUIDELINES

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, or cause educational disruption, etc.

VI. SEIZURE OF CONTRABAND

If a search yields contraband, school offices will seize the item and, where appropriate, turn it over to legal authorities for ultimate disposition.

VII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to discipline in accordance with the school district's Student Discipline Policy, which may include restitution (to include the cost of damaged school property), suspension, exclusion or expulsion, and the student may, when appropriate, be referred to legal authorities.

Tobacco-Free Environment

Smoking and the use of all tobacco products shall be prohibited on all school district property, including district-owned and contracted vehicles. Possession by an elementary, middle or high school student of any type of tobacco product, tobacco-related devices, electronic cigarettes or inhaling of vapor from any electronic delivery device while on district property shall be considered a violation of the tobacco-free environment policy. This prohibition includes all school district property and all off campus school district-sponsored events.

The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or other person who is found to have violated this policy. Signs will be placed at the entrance to each school district building stating that it is a tobacco-free environment.

The Moorhead Area Public Schools will be proactive in tobacco-free help programs. Student help programs will be provided for students as outlined in Moorhead School Board Policy 553 Crisis Intervention and Student Support. Any violations of the tobacco-free environment policy by students shall be referred to the appropriate building administrator. Students who violate provisions of the policy shall be subject to the building student discipline procedures.

Refer to School Board Policy 573 on the website or in the school office.

Weather-Related and Emergency School Closings

Occasionally the Superintendent will announce an emergency school early dismissal, late start or cancellation of school due to extreme heat, cold, snow, ice or other emergencies. As soon as the decision to close schools is made, an announcement will be posted on the district's website at www.moorheadschools.org, and it will be announced on local radio and television stations. The district also uses an automated notification system for weather-related announcements and other notifications. Parents are encouraged to log in to PowerSchool to choose how they are notified with this system or to review prior messages sent by the system.

If you hear no announcement concerning Moorhead Area Public Schools, you should assume that school is open and that a regular schedule is being followed. We do not close early as often as many of our

neighboring rural school districts. In the event schools are closed due to severe weather conditions, all after-school activities will be canceled.

Please do not call the school to find out whether school is being canceled. Our phone lines are limited, and we need to be able to make outgoing calls in an emergency situation. Please check the website, listen to radio or television, and plan ahead so that your child knows what to do in case school closes early. If your family has any unusual circumstances that might cause difficulty in case of a school closing, let us know when your child registers for school.

If there is an immediate danger that requires students to be sheltered in the school, we recommend parents refrain from coming to pick up their students before the warning expires. This would include situations such as tornado or blizzard warnings. Certain emergencies may require moving students to another site. The school has a reunification plan that will be used if needed.

Although it is important to have an emergency plan, we rarely close school early. It is difficult for the school district to contact enough bus drivers and most importantly, too many children would arrive to a locked home or would have no supervision at home.

Wellness

The school environment will promote and protect students' health, well-being, and ability to learn by encouraging healthy eating and physical activity. Foods and beverages made available by the Moorhead Area Public Schools (including school stores, vending machines and a la carte cafeteria items) will meet or exceed current USDA Dietary Guidelines for Americans in accordance with nutrition and portion size standards.

Moorhead Area Public Schools recognizes that parents/guardians have a primary and fundamental role in promoting and protecting their children's health and well-being. The district will support parents' efforts to provide a healthy diet and daily physical activity for their children. Parents/guardians are encouraged to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value. The Moorhead Area Public Schools will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

Elementary students will be recognized for their birthdays at school, but families are asked to reserve the cake, ice cream, cupcakes, sweets and other novelty items for home birthday celebrations.

Refer to School Board Policy 536 and Administrative Procedures on the website or in the school office.

DISCIPLINE PLAN

All children are expected to be courteous and respectful to each other and to members of the staff. They are expected to conduct themselves in such a manner that they will not disrupt learning or interfere with others. Any type of fighting, harassing or threatening others is unacceptable behavior. If a serious problem occurs, parents/guardians will be asked to assist us in correcting the situation. If we feel it is not serious enough to warrant a formal conference, parents/guardians will be sent a note or will be called. Successful learning is contingent upon the self-discipline of each student as well as group discipline, which supports a positive learning climate.

Discipline at School

Moorhead Area Public Schools believe that behavior is a subject that can be "taught," just as we teach reading and writing and math, and that children learn best when they are actively engaged and invested in constructing their own understanding. The goals of our classroom and school-wide approaches to discipline are to:

- establish a calm, orderly and safe environment for learning;
- foster an appreciation for the role of rules in school;
  help children develop self-control and self-discipline;
- teach children to be responsible, contributing members of a democratic community; and
- promote respectful, kind and healthy teacher-student and student-student interactions.

Teachers are guided by School Board Policy 551 Student Discipline which states: All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm to themselves or to another.

The board policy also states: All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm to themselves or to another.

Teachers will create classroom rules with their students during the opening days of school. If a teacher decides to involve the principal or building administrator in a disciplinary situation, or if the principal becomes involved as the result of a situation in one of the common areas of the school, they will consult if possible before deciding upon a course of action.

After-school detention is a consequence that may be assigned by a teacher or by the principal in consultation with the teacher. In cases of after-school detention, the classroom teacher or principal will contact the parent/guardian. In-school suspension is an option but it is a major and complex consequence assigned by the principal only. In cases of in-school suspension the principal will contact the parent/guardian. In-school suspension will most often be the consequence for gross disrespect, fighting or serious injury to another person. Please refer to the discipline procedures section for more information.

At the elementary level our goal is to have a positive atmosphere for learning. Our school discipline plan is intended to help children learn and practice appropriate behavior in common areas of the school. The common areas of the school are the hallways, bus lines, playground, lunchroom, bathrooms, library media center and assembly. Each teacher also has a classroom management ~~discipline~~ plan.

Our general expectations for children in all common areas of the school are to:

follow directions
respect property
respect people
keep hands, feet, and objects to self

In addition, each area has some specific expectations. For each area our expectations are:

Lunchroom
use quiet voices and proper table manners
stay in seats until excused

Hallways
use quiet voices
walk

Bus lines

Assemblies

stay behind the white lines on the sidewalk
stay in line while waiting and while loading the bus

use quiet voices
show courtesy to presenters
sit in assigned place
remain in the gym for the entire program

Playground
play in designated play areas
refrain from throwing snowballs and rocks
refrain from fighting

If you have any questions about the school-wide discipline plan or individual classroom plans, feel free to contact a classroom teacher or the principal or building administrator.

Discipline Procedures

General Statement
Every student and employee of Moorhead Area Public Schools is entitled to learn and work in a safe school environment. To ensure this, the district and each school have established clear student discipline procedures, consequences appropriate to the behavior, and a practice to do so consistently.

The Moorhead Area Public School Board believes that learning can best take place in an environment which is orderly, safe, stimulating, and which enable all students to develop to their fullest potential. The atmosphere of the school must promote fairness, courtesy, honesty, and respect among students, school personnel, and community members. Moorhead Area Public Schools utilizes Positive Behavioral Intervention and Supports (PBIS) as a foundation for behavior expectations in a building.

Students are expected to behave in accordance with federal, state and local laws; district policies and guidelines; and in a way that respects the rights and safety of others. Known violations of federal, state and local laws will be reported to local law authorities. Employees will take corrective action when a student's behavior does not fall within discipline guidelines.

The following are district-wide discipline procedures. These procedures and the minimal consequences apply any time a student is present on district property, participating in a school-sponsored activity, traveling in a district vehicle or attending any school-sponsored event off district property. The discipline procedures and consequences apply when a district student engages in conduct outside of a school location or a school-sponsored event when the misconduct is a continuation of improper conduct that occurred on school grounds or the student's actions have a direct and immediate effect either on school discipline or on the general safety and welfare of students and staff.

Listed are the violations and minimum consequences; although all actions will be taken on a case-by-case basis. Restitution, restorative discipline/justice or community service may also be utilized when appropriate for the disciplinary infraction.

Restorative practices are types of interventions that seek to restore damages made by the offending student. A reasonable follow up to a destructive action may be to try to restore, replace, repair, clean up or apologize, as the situation may dictate.

Restorative Justice is a process whereby all the parties with a stake in a particular offense come together to resolve collectively how to deal with the aftermath of the offense and its implications for the future. A restorative process consists of a face-to-face encounter in the presence of a trained facilitator. The affected parties are brought together by a facilitator to discuss how they and others have been harmed by the incident and how that harm might be repaired. Participants include the victim, the offender, individuals who

support each of them and others who have been affected by the incident. Participation in the process is voluntary on the part of the victim or offender. This process is used in conjunction with the Clay County Restorative Justice Program.

Discipline should not be confused with punishment. The goal of discipline is a self-disciplined individual, with mature attitudes and socially acceptable standards of conduct. Disciplinary policies within the public schools shall be enforced within the general procedures. These procedures describe clearly the various administrative actions taken for violations of the law and the school district standards of behavior.

These disciplinary procedures will be applied to students with disabilities if: (1) An IEP team for the student concludes that application of the disciplinary policy is indeed appropriate for the students, taking into consideration the student's disability; and, (2) if the disciplinary policy has been given to the student's parent(s)/guardian(s) with an indication that the team has concluded its application to be appropriate to the individual students.

Listed are the violations and recommended minimum consequences for first, second and third offenses. Suspension may be served in school or out of school at the discretion of the administrator. The school district or school administration may impose more severe consequences beyond those set forth in these procedures based on the particular misconduct.

These procedures are based on school board policies, available on the district's website at www.moorheadschools.org in the school offices.

Procedures

1. **ABUSE, VERBAL**
   Verbal assaults or verbally abusive behavior includes, but is not limited to, use of language (verbal, written or electronic) that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people and is prohibited. Verbal abuse that is also sexual, religious, disability or racial harassment will be addressed under the guidelines for harassment.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference Removal from class	Parent(s)/Guardian(s) conference Removal from class or suspension

(*) Indicates disciplinary action assigned by building administration.

2. **ALCOHOL AND CHEMICALS, POSSESSION OR USE**
   The possession or use of any alcohol, controlled substances and toxic substances, is prohibited while on district property, participating in a school-sponsored activity, traveling in a district vehicle or attending any school-sponsored event off district property. Further recommendation such as possible chemical assessment may also be required. A chemical assessment may be required on a second school offense prior to readmission to school.
   Definitions:
   A. "Alcohol" includes any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor.
   B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. 812, including analogues and look-alike drugs.

C. “Toxic substances” includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	Parent(s)/Guardian(s) conference Notification of legal authorities Referral to student assistance	Parent(s)/Guardian(s) conference 1-3 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference 3-5 day suspension Referral to legal authorities

3. ALCOHOL OR CHEMICALS, POSSESSION WITH INTENT TO DISTRIBUTE OR SELL

Selling, distributing, delivery, exchanging or intending to sell, deliver, exchange or distribute any alcoholic, controlled substances and toxic substances, is prohibited while on district property, participating in a school-sponsored activity, traveling in a district vehicle or attending any school-sponsored event off district property.

Definitions:

A. “Alcohol” includes any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor.

B. “Controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. 812, including analogues and look-alike drugs.

C. “Toxic substances” includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	* Parent(s)/Guardian(s) conference Referral to legal authorities Referral to student assistance	* Parent(s)/Guardian(s) conference Referral to legal authorities Referral to student assistance 1-3 day suspension	* Parent(s)/Guardian(s) conference Referral to legal authorities 3-5 day suspension Referral to student assistance

(*) Indicates disciplinary action assigned by building administration.

4. ARSON

The intentional setting of a fire that results in, or could have potentially resulted in, the destruction or damage to district property or other property or that endangers or potentially endangers others by means of fire is prohibited.

Grade Level	First Offense
Grades K-4	Parent(s)/Guardian(s) conference 1-5 day suspension or alternative action Immediate notification of legal authorities (police and fire marshal)

5. **ASSAULT/FIGHTING**
Committing an act with intent to cause fear in another person of immediate bodily harm or death or intentionally inflicting or attempting to inflict bodily harm upon another person is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	* Parent(s)/Guardian(s) conference Removal from class or activity	* Parent(s)/Guardian(s) conference Removal from class or activity 1-3 day suspension	* Parent(s)/Guardian(s) conference 1-5 day suspension Notification of legal authorities

(*) Indicates disciplinary action assigned by building administration.

6. **ATTENDANCE, CHRONIC ABSENTEEISM**
In addition to the compulsory attendance mandate of state law, the school board recognizes and emphasizes the value of attendance each school day by each student in accordance with the school district attendance policy.

Grade Level	First Offense
Grades K-4	Parent(s)/Guardian(s) conference Referral to Truancy Intervention Program

7. **BREAKING AND ENTERING**
Entering a secured or restricted district location, during or after school hours, using an unauthorized mechanism of entering is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-12	Parent(s)/Guardian(s) conference 3-5 day suspension or alternative action Referral to legal authorities	Parent(s)/Guardian(s) conference 5-10 day suspension Referral to legal authorities	Parent(s)/Guardian(s) conference 10 day suspension Referral to legal authorities

8. **BULLYING**
"Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying" specifically includes cyberbullying. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school

transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that is substantially and materially disrupts student learning or the school environment.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	Parent(s)/Guardian(s) conference Removal from class or activity	Parent(s)/Guardian(s) conference Removal from class or activity 1-2 day suspension	Parent(s)/Guardian(s) conference Removal from class or activity or suspension 2-5 day suspension Notification of legal authorities

9. DISHONESTY, ACADEMIC

Scholastic dishonesty that includes, but is not limited to, cheating on school assignments or tests, plagiarism or collusion is prohibited. Academic consequences may also be assigned.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference	Parent(s)/Guardian(s) conference Same/next day dismissal

(*) Indicates disciplinary action assigned by building administration.

10. DISORDERLY CONDUCT

Disorderly conduct, which is an act that the student knows or has reasonable grounds to know that the act will alarm, anger, disturb others or provoke an assault or breach of the peace, is prohibited. Disorderly conduct is also engaging in offensive, obscene, abusive, boisterous or noisy conduct or offensive, obscene or abusive language tending reasonably to arouse alarm, anger or resentment in others. Disorderly conduct can include communication or expression created and/or distributed by an electronic means.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference	Parent(s)/Guardian(s) conference Removal or 1-2 day suspension

(*) Indicates disciplinary action assigned by building administration.

11. DISRUPTIVE OR DISRESPECTFUL BEHAVIOR

Disruptive or disrespectful behavior is prohibited. Disruptive or disrespectful behavior is language or behavior that disrupts or threatens to disrupt the school environment.

A. Willful conduct that significantly disrupts the right of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn.
B. Willful conduct that endangers surrounding people, including school district employees, the student or other students, or the property of the school; and
C. Willful violation of any rule of conduct specified in the student handbook adopted by the school board.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference	Parent(s)/Guardian(s) conference Removal from class or activity or 1-2 day suspension

(*) Indicates disciplinary action assigned by building administration.

12. DRESS AND APPEARANCE

Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the school day and school-sponsored activities.
2. Clothing that does not create a health or safety hazard.
3. Clothing appropriate for the activity (i.e., physical education or the classroom or co-curricular activity).

Inappropriate clothing includes, but is not limited to, the following:

1. Clothing bearing a message that contains violent language or images, profanity, obscenity or pornography.
2. Clothing that exposes visible undergarments and other clothing that is not in keeping with community standards.
3. Apparel promoting products or activities that are illegal for use by minors.
4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in Moorhead School Board Policy 570: Prohibition of Harassment and Violence.
5. Any apparel or footwear that would damage school property or could be used as a weapon.

Hats or head coverings are not allowed in the building except with the approval of the building administrator (i.e., student undergoing chemotherapy, medical situations, religious purposes, class outside the building).

When, in the judgment of the administration, a student's appearance, grooming, or mode of dress **interferes** with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be provided one of the following options:

1. Student will be asked to put on their own alternative clothing, if available at school, to be dressed according to policy for the remainder of the day.
2. Student will be provided with temporary school clothing to be dressed more to code for the remainder of the day.
3. The student's parent or guardian will be contacted to bring alternative clothing for the student to wear for the remainder of the day.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-8	* Student conference Modify clothing	Parent(s)/Guardian(s) notification Modify clothing or send home	Parent(s)/Guardian(s) conference Modify clothing or send home

(*) Indicates disciplinary action assigned by building administration.

13. FALSE ALARM

Intentionally calling 911 (emergency call) or giving a false alarm of a fire or tampering or interfering with any fire alarm or sprinkler system is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	* Notification of legal authorities	Parent(s)/Guardian(s) conference Referral to legal authorities	Parent(s)/Guardian(s) conference Removal from class or activity or 1-2 day suspension Referral to legal authorities

(*) Indicates disciplinary action assigned by building administration.

14. FALSE REPORTING

Intentionally reporting false information about the behavior of a student or employee is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference	Parent(s)/Guardian(s) conference Removal from class or activity or 1-2 day suspension

(*) Indicates disciplinary action assigned by building administration.

15. GAMBLING

Gambling, including but not limited to, playing a game of chance for stakes or possession of gambling devices (including machines, video games and other items used to promote a game of chance for stakes) is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference	Parent(s)/Guardian(s) conference Removal from class or activity or 1-2 day suspension

(*) Indicates disciplinary action assigned by building administration.

16. HARASSMENT

Harassment is participating in or conspiring with others to engage in harassing acts that injure, degrade or disgrace other individuals. “Harassment” means any written, verbal or electronic expression, physical act or gesture, or pattern thereof. Harassment, whether willful or otherwise, includes offensive behavior relating to gender, religion, culture, disability, race, sexual orientation, and/or age and is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	* Notification of Title IX Officer	Parent(s)/Guardian(s) conference Notification of Title IX Officer	Parent(s)/Guardian Conference Removal from class or activity or 1-2 day suspension Notification of Title IX Officer

(*) Indicates disciplinary action assigned by building administration.

17. HAZING

This means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization. Hazing, by its very nature, often occurs off school grounds, after school hours, on non school days and during summer months. Students are advised that hazing is prohibited whenever and wherever it occurs.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference	Parent(s)/Guardian(s) conference Removal from class or activity or 1-2 day suspension

(*) Indicates disciplinary action assigned by building administration.

18. INSUBORDINATION

A deliberate refusal to follow an appropriate direction or to identify one's self when requested is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference	Parent(s)/Guardian(s) conference Removal from class or activity or 1-2 day suspension

(*) Indicates disciplinary action assigned by building administration.

19. MISBEHAVIOR ON THE SCHOOL BUS

Riding the school bus is a privilege, not a right. Students are expected to follow the same behavioral rules while riding school buses as are expected on school property or at school activities, functions or events. All school rules are in effect while a student is riding the bus or at the bus stop.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	Student conference and warning	Parent(s)/Guardian(s) conference Up to 3 school day suspension from riding the bus	Parent(s)/Guardian(s) conference Up to 5 school day suspension from riding the bus

Further offenses: Individually considered. Students may be suspended for longer periods of time including the remainder of the school year. When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

20. NUISANCE OBJECTS

Misuse or distribution of any object that causes distractions or a nuisance is prohibited. These objects include, but are not limited to laser pointers, flammable lighters, radios, personal electronic devices, magnets, snaps, stink bombs, bolt cutters, and crowbars.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	* Confiscate	Parent(s)/Guardian(s) conference Confiscate	Parent(s)/Guardian(s) conference 1-2 day suspension

(*) Indicates disciplinary action assigned by building administration.

21. PERSONAL ELECTRONIC DEVICES (PEDs)

PEDs are all electronic communication and entertainment devices that can be used by an individual, including phones, camera, music players, calculators, electronic games, video players, computers and personal digital assistants.

A. The district shall not be liable for the loss, damage or misuse of any electronic device brought to school.
B. PEDs may be not be used during school day unless used with teacher approval. Cell phones may be used before and after school.
C. PEDs are also governed by other district policies (e.g. harassment, copyright, acceptable use).

The following consequences will be used for the misuse of these devices.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	Parent(s)/Guardian(s) conference Confiscate	Parent(s)/Guardian(s) conference Confiscate	Parent(s)/Guardian(s) conference 1-2 day suspension

22. PHOTOGRAPHIC OR RECORDING DEVICE MISUSE

Use of any photographic or recording device, film camera, digital camera, cell phone camera and video camera that impinges upon the rights of others is prohibited. This prohibition includes the distribution or receipt of a picture(s) that impinges upon the personal privacy of another. Misuse of any device in a school locker room, school bathroom or elsewhere in a way that violates the personal privacy of the individual may result in the immediate initiation of the expulsion process.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference	Parent(s)/Guardian(s) conference 1-2 day suspension

(*) Indicates disciplinary action assigned by building administration.

23. PUSHING, SHOVING, SCUFFLING

Physical contact, which may include fighting, that could harm others is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference	Parent(s)/Guardian(s) conference Removal from class or activity or 1-2 day suspension

(*) Indicates disciplinary action assigned by building administration.

24. RECORDS OR IDENTIFICATION FALSIFICATION
Falsifying signatures or data, misrepresenting identity, or forging notes is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference	Parent(s)/Guardian(s) conference Removal from class or activity or 1-2 day suspension

(*) Indicates disciplinary action assigned by building administration.

25. SECURITY SYSTEM TAMPERING
Any action that is intended to deactivate, damage or destroy any security system of the district is prohibited. This action includes, but is not limited to, the disabling of or tampering with a district security camera, an automatic locking door apparatus or electronic computer network safeguards.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	*	Parent(s)/Guardian(s) conference	Parent(s)/Guardian(s) conference 1-2 day suspension

(*) Indicates disciplinary action assigned by building administration.

26. TECHNOLOGY AND TELECOMMUNICATION MISUSE
Misuse of computer equipment or network; deletion or violation of password-protected information, computer programs, data, passwords or system files; inappropriate accessing of files, directories and Internet sites including intentional tampering or bypassing Internet content filtering system; deliberate contamination of the electronic network and file storage system; unethical use of information; or violation of copyright laws are prohibited. In addition, the denial of network access due to misuse means that the student will not have access to the electronic network and computer resources.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	Parent(s)/Guardian(s) conference 1-2 day suspension of computer privileges	Parent(s)/Guardian(s) conference 2-3 day suspension of computer privileges	Parent(s)/Guardian(s) conference Suspension of computer privileges

27. THEFT, ROBBERY OR EXTORTION
The unauthorized taking of and/or the unauthorized possession of the property of another person is prohibited. This may also refer to the unauthorized taking of and/or the unauthorized possession of school property.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	Parent(s)/Guardian(s) conference Restitution	Parent(s)/Guardian(s) conference Restitution	Parent(s)/Guardian(s) conference 1-2 day suspension Notify legal authorities

28. THREATS

A threat (bomb threat, terroristic threat, etc.) is a statement of intention to inflict pain, injury, damage or other hostile actions. Threats may be spoken, written, gestured or electronic.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	* Parent(s)/Guardian(s) conference Referral to legal authorities Referral to threat assessment team	Parent(s)/Guardian(s) conference 1-5 day suspension Referral to legal authorities Referral to threat assessment team	Parent(s)/Guardian(s) conference 10 day suspension Referral to legal authorities Referral to threat assessment team

(*) Indicates disciplinary action assigned by building administration.

29. TOBACCO, POSSESSION AND USE

Tobacco use or possession, including smokeless tobacco, tobacco related devices and all forms of electronic cigarettes are not permitted by any student while on school grounds or at school-sponsored events.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	Parent(s)/Guardian(s) conference Referral to legal authorities	Parent(s)/Guardian(s) conference Referral to legal authorities	Parent(s)/Guardian(s) conference 1-2 day suspension Referral to legal authorities

30. VANDALISM, WILLFUL DAMAGE OF SCHOOL PROPERTY OR OF THE PROPERTY OF OTHERS

The intentional cutting, defacing, or damage of any property, real or personal belonging to the school district, or to any individual within the school setting is prohibited.

Grade Level	First Offense	Second Offense	Third Offense
Grades K-4	Parent(s)/Guardian(s) conference Restitution	Parent(s)/Guardian(s) conference Notification of legal authorities Restitution Removal from class or activity or suspension	Parent(s)/Guardian(s) conference Notification of legal authorities Restitution Removal from class or activity or suspension

31. WEAPON

"Possession" refers to having a weapon on one's person or in an area subject to one's control on school property or at a school activity.

A. Definition: A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks, mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
B. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but

not limited to, weapons listed above which are broken or nonfunctional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

C. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

A student who finds a weapon on the way to school or in the school building and takes the weapon immediately to the building administrator's office shall not be considered in possession of a weapon.

The Superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

Grade Level	First Offense	Second Offense
Grades K-12	Parent(s)/Guardian(s) conference Immediate out of school suspension Confiscation of weapon Immediate notification of police Recommendation to superintendent for expulsion or exclusion	Parent(s)/Guardian(s) conference Immediate out of school suspension Confiscation of weapon Immediate notification of police Recommendation to superintendent for expulsion or exclusion

School Bus Service, Safety and Responsibility

School bus transportation is provided to any student who lives within their attendance area and who lives one mile or more from the school. Transportation is not provided to grades K-4 Spanish Immersion students outside the Ellen Hopkins attendance area. Information concerning bus routes is mailed to families prior to the start of school or may be obtained by checking PowerSchool or calling the school district transportation office at 218-284-1410. Please contact the transportation office if you have questions about bus schedules or if your address changes. Students may not ride another child's bus to go to a party or to play together after school.

Riding a school bus is a privilege, not a right. A student's bus riding privileges may be taken away if a student violates rules for appropriate conduct while on the bus or while at the bus stop. All school rules are in effect on the bus and at the bus stop.

If the school bus and bus stop rules are broken, the school district's discipline procedures will be followed. Consequences are progressive and may include suspension of riding privileges. Depending on the nature of the offense, suspension or expulsion from school may also result. Records of school bus and school bus stop misconduct will be retained in the same manner as other student discipline records.

At the beginning of each school year, time is spent in the classroom and on the bus helping children learn bus safety, appropriate behavior and bus rules for riding the bus and waiting at bus stops. Staff are on duty after school until all buses are loaded. Student behavior in the bus lines is monitored. Please help your child understand and use appropriate bus behavior. If you have concerns about bus conduct policies, please contact the transportation department at 218-284-1410.

The district's "Pupil Transportation Safety Policy" information is included here to help explain some of the school bus rules we have to keep parents/guardians, students and the public safe on and around the school bus.

Transportation is a privilege not a right: The state legislature during the 1994 session made the determination that exclusion from riding a school bus is not an "exclusion, expulsion, or a suspension" under the fair dismissal act of 1974. Students may be excluded from transportation for violation of safe riding rules or other school policy or state law governing pupil transportation.

District policies for student conduct and school bus safety: It is understood that all student rights and responsibilities outlined in the school district discipline policy and procedures apply on the school bus and at bus stops. In addition, the following rules apply on the school bus and at bus stops.

- Immediately follow the directions of the driver.
- Sit in your seat facing forward.
- Talk quietly and use appropriate language.
- Keep all parts of your body and personal belongings inside the bus.
- Keep your arms, legs and belongings to yourself.
- No fighting, harassment, intimidation or horseplay.
- Do not throw any object.
- No eating, drinking or use of tobacco or drugs.
- Do not bring any weapon or dangerous objects on the school bus.
- Do not damage the school bus.

Authorized riders

- ISD 152 bus drivers will only accept passengers assigned to the route.
- Students who will be attending parties, non-school classes or meetings, etc. will not be accepted as passengers on school routes.
- Building administrators may provide temporary authorization to students for emergencies if space is available on the school bus.

Bus safety expectations

- Get to your bus stop 5 minutes before your scheduled pickup time. The school bus driver will not wait for late students.
- Respect the property of others while waiting at your bus stop.
- Keep your arms, legs and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road or highway when waiting for the bus.
- Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- No fighting, harassment, intimidation or horseplay.
- No use of alcohol, tobacco or drugs.

Appropriate conduct on the school bus: Students who are sitting down, visiting quietly, doing homework, or reading are safer on the bus than students who are standing, roaming on the bus or talking loudly.

Danger zones: Teach your child that if they can reach out and touch the bus they are too close. They should always walk at least 5 big steps away from the bus when they get off.

Safe loading and unloading of a school bus: Never move to get on the bus until it stops and the driver motions that it is safe to get on the bus. When home do not move from your seat until the bus is completely stopped.

Safe vehicle lane crossing: If your child must cross the street to board the bus or when coming home, it is very important they understand the safety rules.

There are four key points:

1. Go 5 big steps in front of the bus. Students must be able to see the driver's face.
2. Wait for the driver to motion you that it is safe to cross.
3. Watch for traffic from both directions.
4. **Never ever go back** to the bus even if you dropped or forgot something. Wait until the bus leaves the area and ask your parent/guardian/child care provider to help you.

Evacuation drills: Students will have an opportunity to practice school bus evacuation drills at least twice during the school year. You should visit with your child about emergencies and the importance of staying calm and following instructions from bus drivers and teachers.

By practicing for home emergencies you are helping to prepare your child how to act during other kinds of emergencies.

Cameras on the school bus: Moorhead school buses may be equipped with audio / video surveillance equipment. Conversations and actions of those on board may be recorded.

Consequences: Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

Elementary (K-4)

1st offense: Student conference and warning
2nd offense: Conference with parents/guardians / up to 3 school day suspension from riding the bus
3rd offense: Conference with parents/guardians / up to 5 school day suspension from riding the bus
Further offenses: Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

** Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.*

Other Discipline: Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school may also result from school bus/bus stop misconduct.

Vandalism / Bus Damage: Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in the loss of bus privileges until damages are paid.

Criminal Conduct: If the offense involves any criminal conduct (for example, assault, weapons possession or vandalism), then it will be reported to the Superintendent, local law enforcement officials and the Department of Public Safety, in addition to any school district disciplinary procedure.

Refer to School Board Policy 720 and 721 on the website or in the school office.

Student Dress and Appearance

It is the policy of Moorhead Area Public Schools to encourage students to be dressed appropriately for the school day and any school sponsored event. Appropriate dress is the primary responsibility of the student and the student's parent(s) or guardian(s). The school district is responsible for seeing that student attire does not interfere with the health or safety of any student, that student attire does not contribute to a hostile or intimidating atmosphere for any student, and that dress code enforcement does not reinforce or increase marginalization or oppression of any protected group.

The following is expected at all times:

1. A shirt (with opaque fabric in the front, back and sides under the arms);
2. Pants/Jeans or the equivalent (skirt, sweatpants, leggings, dress, or shorts); and
3. Shoes.

Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the school day and school-sponsored activities (i.e., winter coats and boots in the winter).
2. Clothing that does not create a health or safety hazard (i.e., shoes with wheels).
3. Clothing appropriate for the activity (i.e., physical education or the classroom).

Clothing must not cause a disruption to the educational program. Students may not wear clothing that contains violent language or images, profanity, obscenity or pornography, clothing that promotes products or activities that are illegal for use by minors, clothing that exposes visible undergarments, and other clothing that is not in keeping with community standards. Head coverings and hats are not allowed to be worn in the building except with the approval of the building principal (i.e., medical situations or religious purposes).

No student will be affected by dress code enforcement based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

Refer to School Board Policy 577 on the school district website or in the school office.

MEETING UNIQUE NEEDS

English Learner (EL) Program

Students who are identified as having a first language other than English are eligible for services through the EL program. The goal of the EL program is to support students in acquiring English to more fully access the school's curriculum and meet grade-level academic standards. At the elementary level, students' classroom teachers provide the core academic instruction. The licensed ESL teacher provides small group instruction to support students' English language development in the areas of speaking, listening, reading and writing. The amount of EL program support is determined by the student's current level of English proficiency. For more information about the EL program, please refer to the district's English Learner Plan of Service.

Gifted/Talented Program

Moorhead Area Public Schools is committed to providing learning conditions that support academic achievement for all students. A coordinating teacher provides a seamless continuum of services for high-potential students in all Moorhead Area Public Schools.

A multi-tiered system of support provides appropriate interventions or enrichments and practice, parent involvement, and other research-based practices to assist students in all schools. Moorhead Area Public Schools provides gifted education by implementing and sustaining efforts that ensure our students have access to differentiated curriculum, flexible pacing, cluster grouping, Advanced Placement, enrichment options, acceleration and other universal interventions available to all students in the regular classroom.

You will find that many writing, research, and project assignments in the classroom, as well as special events such as class projects and performances, offer all children open-ended opportunities for advanced instruction and performance. We encourage our students to take advantage of many enrichment opportunities in the community.

Health Services

A full-time health assistant trained in first aid and CPR staffs our health office during school hours. A licensed school nurse trains and supervises this position and is on call at all times in cases of serious injury or illness at school. Children's health strongly affects school attendance and performance. The school nurse is available to help students and families with any health concerns. The health office also manages immunizations, health records, medication administration, hearing and vision screening, and specialized health procedures that must be done at school. Communication and cooperation between school personnel and parents/guardians is essential to~~in understanding and~~ meeting our children's health needs.

Immunizations: Minnesota State Law, M.S. 121A.15~~123.70~~ mandates that every student must show proof of full immunization, or supply the school with a notarized exemption form in order to attend school in Minnesota.
Current immunization recommendations can be found at:
https://www.health.state.mn.us/people/immunize/basics/readykidswhento.pdf

Transferring students have 30 days to provide the school with immunization and health records. ~~The~~ Clay County Public Health~~ Clinic~~, located at 715 11th St. N., offers immunizations throughout the week. Please call (218) 299-7777 for an appointment. If your family does not receive immunizations due to conscientiously held beliefs a notarized immunization form must be on file at school. Free notary services are available at the district operations office

Illness and Injury at School: If your child becomes ill at~~while in~~ school, school personnel will need to be able to contact you. Please complete emergency information in PowerSchool Enrollment, including medical provider~~ doctor~~, hospital preference and alternate persons to call in case of an emergency.We will not release ill students to go home without a parent/guardian contact and arrangements made for release of the student into the care of the parent/guardian or approved contacts.

Illness at home: Watch your child for symptoms of illness and keep them home when they are sick~~him or her home if necessary~~. Please contact the school or health office if your child is staying home because of illness. Notify the health office if your child ~~Let us know if he or she~~ has a contagious illness such as chicken pox, strep throat, influenza, COVID or a health nuisance like ~~infestations such as~~ head lice or scabies. Students must be fever free (under 100.4 degrees) for 24 hours without medication before returning to school.~~Students should have a normal temperature for 24 hours prior to returning to school after an illness. ¶~~

Medication: No prescription medication will be administered by school personnel without written authorization from the parents/guardians and signed medical provider~~doctor~~'s orders. All over-the-counter medication (including acetaminophen~~Tylenol~~, i~~I~~buprofen, ~~nasal spray, eye drops~~, etc.) may be given with parent signature on the medication request form. Medical provider consent is not necessary when given as directed on the bottle. Medication request forms are available in the health office or with the medication policy on the district website. All medication~~ine~~ must be in the original bottle, labeled with the student's name and administration directions~~with appropriate label, and the student's name should be on it~~. Whenever~~If at all~~ possible, medication should be given at home. Please let the health office know if your student begins taking a new prescription medication at home that may affect them during the school day.~~was not previously entered through PowerSchool Enrollment.~~

Refer to School Board Policies 530 and 532 on the website or in the school office.

Special Education Services

Moorhead Area Public Schools offer a variety of programs and services for children with disabilities. Disability areas include speech and language, learning disabilities, emotional/behavior disorders, hearing, vision, mental, physical, and health impairments and others. We have staff licensed to work with children in these areas as well as a school psychologist, social worker, occupational and physical therapists, and an adaptive physical education teacher. A team made up of staff and a student's parents/guardians determine the need for the program of special services. Children receive a comprehensive assessment, or evaluation, of their strengths and weaknesses before services begin. Information from parents/guardians is an important part of the process. We follow the due process procedures set by state and federal laws.

If you suspect that your child may have a disability that is interfering with school performance, a call or conference with the classroom teacher is the best place to start.

Other Supplemental Programs

At the elementary level we also offer programs that provide extra help and instruction in reading, writing, and math. These include, Early Literacy Groups and as well as Title I support. The America Reads program provides Minnesota State University Moorhead education majors to assist students with reading. We have tutors to assist students in the area of reading through the Minnesota Reading Corps. We use an after school Targeted Services program called EXCEL to give students extra help in reading, writing and math. We also use parent, community, and college student volunteers to assist our students.

Students who are performing below their grade level and are recommended by their teacher will be considered for these programs. If you think your child needs reading or math help or have questions about any of these programs, contact his or her classroom teacher. If you wish to volunteer, contact a teacher or principal.

Family Health Care (FHC) provides mobile dentistry at school, including teeth cleaning, sealants, flouride, fillings and more. FHC accepts private and state insurance programs and has a financial assistance program to help with services for children who do not have dental insurance. Care is provided on a rotating basis to each school, once there are enough participants to fill a day of service

All children receiving care will need a consent completed by parents. Forms are available in the health office or can be requested by emailing healthservices@moorheadschools.org. ~~**Children's Dental Services** and Smiles Across Minnesota provide preventive dental services, such as teeth cleaning, sealants, oral hygiene and dental fluoride, to uninsured or underinsured children in the district. CDS makes the dental appointment for your child to be seen at his or her school. Children's Dental Services will provide care for children, birth to 18. Uninsured students who are income eligible will receive free care, paid for by a foundation through CDS. Others also will be able to access Children's Dental Services on a sliding fee~~

~~scale. If a family has insurance, those families are encouraged to visit their previously established dental home.~~ ¶

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~~All children receiving care will need parental consent. Forms are available at the school office and should be returned to the Health Office in your child's school. Contact Children's Dental Services at 612-746-1530 with questions.~~¶

PARENTS AND TEACHERS IN PARTNERSHIP

Addressing Concerns

When parents/guardians have concerns, they are asked to first contact the school employee who is nearest to the situation causing the concern. If you do not receive satisfaction from that person, then contact the building principal or administrator for assistance. If the matter is still unresolved, then contact the superintendent of schools. You may be asked by the superintendent to state the concern in writing and summarize the action taken to date.

Conferences and Progress Reports

Parent-teacher conferences are held each fall and mid year. Parents/guardians sign up for conference times when they attend Back-to-School Night and the fall Parent-Teacher Conferences. At the fall conference you can expect to review and discuss the expectations for academic learning and personal development at your child's grade level, student progress, and any concerns or questions you or the teacher have. During the midyear conference, student progress on the grade-level expectations will be discussed. The conferences are brief and do not replace regular contact with your child's teacher. If you need to conference with a teacher at other times or have a question or concern, feel free to contact him or her.

Our students receive two written progress reports each year. They are posted to PowerSchool or, if requested, mailed home in January and on the last day of school. Previous progress reports may be found in PowerSchool. In addition, Read Well by 3rd Grade Summaries are posted to PowerSchool or, if requested, mailed home in February and May. The summaries highlight student literacy performance in meeting the district literacy assessment targets.

Family Involvement

Many benefits result from a strong partnership between home and school. Family involvement in a student's education is a factor in student achievement. Informed and involved families become supporters of the school. Family involvement is a critical link to student achievement, to achieving a high quality education and to a safe, disciplined learning environment.

Our elementary schools encourage family involvement. There are opportunities for parents/guardians to become involved both at home and at school. We make a special effort to reach out to parents/guardians to accommodate language, culture, or family conditions to help all participate in their child's education.

Our teachers use various channels of communication to keep families informed of their child's progress in school. Teachers encourage open communication between the family and the school.

We offer many opportunities for parents/guardians to volunteer at school. Some opportunities are offered by the school staff and some by PTAC. Please watch the newsletters and other fliers that are sent home for specific information about how to volunteer. Many of the opportunities are short term and some can be done at home, so we hope to accommodate the schedules of parent volunteers. All volunteers must sign in at the office and wear a volunteer name tag. Parents/guardians are also needed to serve on school district committees. These opportunities are described in the school district calendar sent to Moorhead Area Public Schools families in August.

Refer to School Board Policy 901 on the website or in the school office.

Messages and Phone Calls

If you wish to deliver something to your child during the school day, please come to the office, and we will either handle the delivery for you or help you find your child quickly.

Taking phone calls at school is usually not convenient for a student. Although we understand that students sometimes must receive telephone messages during the school day, we appreciate our parents keeping message-delivering to a minimum. Cell phones may be used before and after school.

Parent Teacher Advisory Council (PTAC)

We have active elementary Parent Teacher Advisory Councils made up of staff representatives, parents, and the principal. PTAC serves to increase communication between parents/guardians and the school, support parent involvement, increase awareness of the school by parents and the community, aid in securing funds for equipment and activities that support education and the school environment, and assist at school functions.

Any parent or staff member is welcome to contact PTAC officers or attend PTAC meetings. Meetings are announced in the calendar and on the outdoor school signs.

Parents Right to Know (Title I)

School districts are required to notify parents/guardians of all children in all Title I schools at the beginning of each year, that parents/guardians have the right to request and receive timely information on the professional qualifications of the student's classroom teachers. This requirement applies to all parents/guardians of the children in the school — whether or not the students receive Title I services.

When the parent/guardian requests information on their child's classroom teacher's professional qualifications, Moorhead Area Public Schools must respond in a timely manner to the requested information and, at a minimum, report the following:

a. Whether or not the teacher has met Minnesota's licensing requirements for the grade level(s) and core academic subject(s) he or she teaches;
b. Whether or not the teacher is teaching under a variance status;
c. The education level and subject area of the teacher's college degree major and any graduate degree or certificate held;
d. Whether the child is provided services by paraprofessionals, and if so, their qualifications.

Dorothy Dodds, Ellen Hopkins, Robert Asp, Probstfield Elementary and S.G. Reinertsen Elementary shall provide to each parent/guardian:

a. Information on the level of achievement of the parent's child on the state academic assessments.
b. Timely notice that the parent's child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who is not highly qualified.

This information provided to parents/guardians shall be in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand.

Refer to School Board Policy 607 on the website or in the school office.

PowerSchool

PowerSchool, the district's student management system, provides information about your student's attendance, transportation route information, meal menus, prior progress reports, and meal account transactions and balance through any Internet-capable computer or smartphone. Teacher and other school phone and email contact information also is available through PowerSchool.

PowerSchool also contains our district's automated notification system's settings for your student. Weather-related notifications are one example of a communication sent out with this system. Parents are encouraged to log on and choose how they are notified with this system. Prior messages may be reviewed in this portal.

Schoology ~~PowerSchool Learning, formerly Haiku~~, is the district's learning management system, which is accessed by logging into PowerSchool. PowerSchool Learning provides parents and students access to their teacher's classroom resources and interactive lessons with links to websites, wikis and electronic files.

Parents/guardians are provided usernames and passwords to access information about their child. Usernames and passwords have not changed. You do not need new password information if you have it from previous years. Parents/guardians who do not have a username and password may get those in the school office. Parents/guardians must bring a photo ID with them. You may also request your PowerSchool login at http://pschool.moorheadschools.org/requestlogin/.

PowerSchool Enrollment

Moorhead Area Public Schools uses PowerSchool Enrollment, the district's online student registration system, which provides a secure and efficient registration process. PowerSchool Enrollment allows parents/guardians to enter registration information about their students — including emergency contacts, nutrition services, transportation, health, athletics and activities — in one online form. Computer access is available at the school if needed. Once a student's registration information is complete, parents/guardians only need to review and update the information annually. Log in to your PowerSchool parent/guardian account at pschool.moorheadschools.org and choose the PowerSchool Enrollment link.

If you have a question on how to complete a PowerSchool Enrollment form, contact your school's main office. If you are having technical difficulties, contact the support line at 866-434-6276. Moorhead Area Public Schools does not provide technical support for PowerSchool Enrollment.

Visitors to the Building / Visiting Classrooms

Parents/guardians are always welcome to visit school, arrange your visit at a convenient time for both your child's teacher and yourself. Your child's teacher can provide you with a time that will be most beneficial to you. All visitors must register with a valid ID at the office and wear a visitor name tag. We have learned from experience that it is best to limit classroom visits to 30-45 minutes. The classroom teacher will not always have the opportunity to talk with you for any length of time during a visit because his/her first responsibility is to the children.

Please do not invite children who are visiting your home to attend school with your child.

Refer to School Board Policy 905 on the website or in the school office.

OTHER INFORMATION

Bicycles

Children who are competent bicycle riders and know the rules of the road may ride bicycles to school. We recommend limiting this privilege to third- and fourth-grade students. The school area is very challenging for bike riders due to the large number of cars, buses, and pedestrians. Students are required to park their bikes in a bike rack and are strongly encouraged to lock their bikes. Students are also strongly encouraged to wear helmets when biking.

Birthday Celebrations

Elementary students will be recognized for their birthdays at school, but families are asked to reserve the cake, ice cream, cupcakes, sweets and other novelty items for home birthday celebrations.

District Communication

All parents/guardians are encouraged to download the Moorhead Schools App from their app store. This free app provides instant access to school level announcements, news, menus, school events, school contacts and more. Families are encouraged to follow the district as well as any schools in which their students are enrolled. Notifications can be set based on parent preference.

Families who have shared their email and phone information through PowerSchool may receive email notifications, text messages or voicemails from the district or the school about pertinent information relating to their student.

Moorhead Area Public Schools' website at www.moorheadschools.org provides information about the school district, news, phone numbers, dates of events, and access to PowerSchool and e~Funds for Schools.

Follow Moorhead Area Public Schools on Facebook, Instagram and Twitter (@MoorheadSchools) to see student and district highlights.
A school district calendar is mailed to all families before the start of the school year. The calendar provides district phone numbers and dates of district events. Please ask for one at the school office if you do not receive one in the mail.

e~Funds for Schools

Moorhead Area Public Schools offers an online payment processing system, e~Funds for Schools, to let parents make school-related payments online at their convenience, 24 hours a day, seven days a week. Parents access e~Funds for Schools through the district's website and pay for school-related fees and products online, either by e-check, Mastercard, Visa or Discover cards, or online PayPal account. Parents will immediately receive email receipts confirming their purchases.

Items that may be purchased online include lunch, breakfast and milk payments, high school and middle school activity participation fees, high school season athletic tickets, and elementary community supply fees, activity fees, calculators and student planners.

e~Funds for Schools uses Secure Sockets Layer (SSL) to encrypt and protect transaction information. Neither e~Funds for Schools nor Moorhead Area Public Schools store personal bank or credit card

information to ensure privacy and security for users. Access e~Funds for Schools at www.moorheadschools.org.

Gift Giving

Gifts from students to staff are discouraged. A note from a student to express gratitude and appreciation to a staff member is welcome and appropriate. Individuals interested in making a gift to the school are encouraged to talk to the principal.

Insurance

Student insurance is designed primarily to offer low-cost accident and dental policies to the students who don't have coverage under any individual family plan. The School Board approves the sale of the student accidental and/or dental insurance for the convenience of students and parents. Enrollment forms are distributed to students on the first day of school in the fall.

Lead in Water Notice

The district adopted a plan to test for lead in drinking water. Water testing reports will be posted on the district website.

Lost and Found

Each year many articles of clothing and other items are lost. Please encourage your child to inquire about and to look for these articles around their classroom, locker and gym. They should also check the lost and found box. If your child is unsuccessful in finding their missing items, then perhaps a family member should check the box as well. If your child's articles of clothing are marked in some way, it will be much easier to identify and claim them. Unclaimed clothing is donated to charity throughout the year. Lost glasses, phones, keys and jewelry are kept in the school office.

Parent/Guardian Information

Typically, the school will mail information to the address where the student resides. If a noncustodial parent, shared-custody parent, or other entitled individual wishes to receive school mailings and other school information, that person should call the office to make arrangements.

Parking

Each school has a designated area for visitor parking and for student drop-off and pick-up. These areas are designed for student safety. The bus loading areas may not be used for parking or student drop-off and pick-up.

Party Invitations

We prefer that students do not hand out invitations to parties at school. Please consider mailing invitations or delivering them to homes.

Patriotic Exercises

Students in Moorhead Area Public Schools shall recite the Pledge of Allegiance to the flag of the United States of America one or more times each week. Any student who, for reasons of conscience, does not wish to salute the flag or say the Pledge of Allegiance, will be excused from the exercises. Refer to School Board Policy 633 on the website or in the school office.

Personal Electronic Devices (PEDs)

The school district shall not be liable for the loss, damage, or misuse of any electronic or other valuable item (such as personal listening devices, electronic games, video players or music players) brought to school. PEDs may not be used during the school day unless used with teacher approval. Cell phones may be used before and after school.

Personal electronic devices also are governed by other district policies (e.g., harassment, copyright, acceptable use). Students are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, etc. If the school district has a reasonable suspicion that a student has violated a school rule or law by use of a cell phone or other electronic device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search.

Student conference and confiscation of items may be used if students do not follow this policy. Refer to School Board Policy 551 on the website or in the school office.

Pesticide Applications

Weeds on school grounds are sprayed during the first two weeks in June and the last two weeks in August. The building is checked on a quarterly basis by a licensed exterminator. Pests are monitored and controlled by use of glue traps and mechanical devices. Parents/guardians are given the opportunity to request notification prior to pesticide applications made on days other than those specified above. The long-term health effects on children from the application of such pesticides or the class of chemicals to which they belong may not be fully understood.

Pets in School

Family pets are not allowed on school grounds or classrooms in Moorhead's K-4 schools. The factors that led to this position include unpredictable animal behavior, allergies, asthma, and diseases such as rabies. Photos or videotapes of pets are an acceptable method of sharing a pet. Animals used in therapy or service situations may be allowed in schools.

PUBLIC NOTICE: Protection and Privacy of Student Records – Policy 504

Independent School District No.152 gives notice to parents/guardians of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding student records.

1. Parents/guardians and eligible students are hereby informed that they have the following rights:
    a. That parent/guardian or eligible student has a right to inspect and review the student's education records. A parent/guardian or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent/guardian or eligible student will be notified of the time and place where the records may be inspected.
    b. That the parent/guardian or eligible student has a right to request the amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. A parent/guardian or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. Such a request must be in writing, shall identify the item the parent/guardian or

eligible student believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the parent/guardian or eligible student wishes the school district to make. The request shall be signed and dated by the parent/guardian or eligible student. If the school district decides not to amend the record as requested by the parent/guardian or eligible student, the school district will notify the parent/guardian or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.

c. That the parent/guardian or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent.
d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the School Board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer or data practices compliance official); or a parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student and student health and welfare and the ability to respond to a request for educational data;
e. That the school district forwards education records on a request to a school in which a student seeks or intends to enroll, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. 7917, part of the federal Every Student Succeeds Act (ESSA) and data regarding a student's history of violent behavior, and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;
f. That the parent/guardian or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C 1232g (FERPA), and the rules promulgated thereunder. Said complaint should be directed to:
   Family Policy Compliance Office
   U.S. Department of Education
   400 Maryland Avenue, S.W.
   Washington, DC 20202-4605.
g. That the parent/guardian or eligible student has a right to obtain a copy of the school district's policy regarding the protection and privacy of student records.
h. That copies of the school district's policy regarding the protection and privacy of school records are located in the Superintendent's office or the district's website (www.moorheadschools.org).

2. Independent School District No.152 has adopted a School Board policy in order to comply with state and federal laws regarding education records. The policy does the following:
   a. It classifies records as public, private or confidential.
   b. It establishes procedures and regulations to permit parents/guardians or students to inspect and review a student's education records. These procedures include the method of determining fees

for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.

c. It establishes procedures and regulations to allow parents/guardians or students to request the amendment of student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights.
d. It establishes procedures and regulations for access to and disclosure of education records.
e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent/guardian or student when required prior to disclosure.

3. Copies of the School Board policy and accompanying procedures and regulations are available to parents/guardians and students upon request to the Superintendent.
4. Pursuant to applicable law, Independent School District No.152 gives notice to parents/guardians of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."
   "Directory information" includes the following information relating to a student: the student's name; grade level; enrollment status (i.e., full- or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; dates of attendance; graduation status; honors and awards received; the most recent educational agency or institution attended by the student; and photos in the normal course of school activities and other similar information to include data recorded by cameras on school property, including school buses. "Directory information" does not include identifying information on a student's religion, race, color, social position or nationality.
   a. The information listed above shall be public information which the school district may disclose from the education records of a student.
   b. Should the parent/guardian of a student or the student so desire, any or all of the listed information will not be disclosed without the parent's/guardian's or eligible student's prior written consent except to school officials as provided under federal law.
   c. In order to make any or all of the directory information listed above "private" (i.e. subject to consent prior to disclosure), the parent/guardian or eligible student must make a written request to the building administrator within thirty (30) days after the date of the last publication of this notice. This written request must include the following information:
      (1) Name of student and parent/guardian, as appropriate;
      (2) Home address;
      (3) School presently attended by student;
      (4) Parent's/guardian's legal relationship to student, if applicable;
      (5) Specific category or categories of directory information which is not to be made public without the parent's/guardian's or eligible student's prior written consent.
5. Pursuant to applicable law, Independent School District No. 152 hereby gives notice to parents/guardians of secondary students and eligible students of their rights regarding release of information to military recruiting officers. The school district must release, without parent/guardian or student consent, the names, addresses, and home telephone numbers of secondary students to military recruiting officers within 60 days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

   SHOULD A PARENT/GUARDIAN OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS.

   IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION, THE PARENT/GUARDIAN OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY

(BUILDING ADMINISTRATOR) BY SEPTEMBER 1 EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

(1) NAME OF STUDENT AND PARENT/GUARDIAN, AS APPROPRIATE;
(2) HOME ADDRESS;
(3) STUDENT'S GRADE LEVEL;
(4) SCHOOL PRESENTLY ATTENDED BY STUDENT;
(5) PARENT'S/GUARDIAN'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;
(6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH IS NOT TO BE RELEASED TO MILITARY RECRUITERS.
(7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITERS.

NOTICE: Refusal to release the above information to military recruiting officers alone does not affect the school district's release of directory information to the public, including military recruiting officers. In order to make any directory information about a student private, the procedures contained in the Protection and Privacy of Student Records Policy also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers, you also must notify the school district that you do not want this directory information released to any member of the public, including military recruiting officers.

INDEPENDENT SCHOOL DISTRICT 152
MOORHEAD, MINNESOTA
JUNE 2019

MOORHEAD AREA PUBLIC SCHOOLS

Community Engagement and Public Relations

Memo OEDRPCE.22.003R

TO: Dr. Brandon M. Lunak, Superintendent

FROM: Brenda Richman, Executive Director of Community Engagement and Public Relations

DATE: 06/21/2022

RE: 2022-2023 Moorhead Early Learning Center Parent and Student Handbook

Attached is the 2022-2023 Moorhead Early Learning Center Parent and Student Handbook. The document includes wording and minor updates to reflect annual programmatic adjustments and align with other handbooks.

Suggested Resolution: Move to approve the 2022-2023 Moorhead Early Learning Center Parent and Student Handbook as presented.

BR:md

ATTACHMENTS:
none

2022~~1~~-2023~~2~~

Moorhead Early Learning Center Parent & Student Handbook

Probstfield Center for Education

Early Learning ◆ Early Intervention Services

The mission of Moorhead Area Public Schools is to develop the maximum potential of every learner to thrive in a changing world.

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CONTACT US	
Joelle Hofer Early Childhood Coordinator 218-284-3830 ◆ jhofer@moorheadschools.org	**Ashley Nelson** Supervisor of Learner Support Services - Early Childhood 218-284-3831 ◆ anelson@moorheadschools.org
2410 14th St. S., Moorhead, MN 56560 ◆ www.moorheadschools.org ◆ 218-284-38400	

Accessing Building

For the safety of our students, visitors must enter Door 3 and sign-in with a driver's license. A visitor's name badge must be worn at all times in the building and be visible to district employees. A visitor is considered anyone in the building not enrolled in a school district class.

Admission to JumpStart

A child must be at least three years old by September 1st of the current school year to enroll in JumpStart preschool. Prior to enrollment, your child must have the following required documentation provided: current immunizations, proof of residency and student identification (example: birth certificate, passport). Early Childhood Screening must be completed within 90 days of entry to comply with the Minnesota Department of Education requirement.

- Families will be required to complete a school registration through Power School Registration. This link will be sent to families once the student has been accepted into the Jump Start program.
- Any changes to your family, ie. phone number, address, parent info, etc. please let the school know so your child's information can be updated.

Attendance

We believe:

- students with regular attendance achieve better academically in school;
- students with regular attendance are better adjusted to school;
- learning that is lost due to absence can never be adequately replaced;
- regular attendance allows students to practice transitions, gain self-management skills, and benefit from the consistency of a predictable schedule.

It is the responsibility of the student's parent or guardian to ensure that their child attends school or to inform the school of a student's absence.

If your child misses 15 consecutive school days they will be dropped from the program Minnesota Statute 126C.05 Subd. 8

Reporting Absences:

If a student is/will be absent or late to school, the parent/guardian must notify the school:

- Call the office attendance line at 218-284-3800

- Enter absence in PowerSchool under Absence Reporting

Bullying/Intimidation

An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions.
Refer to the discipline procedures section in this handbook and to School Board Policy 578 on the school district website or in the school office.

Bus Information

Transportation for students attending JumpStart is not provided by the Moorhead School District.
Early Intervention students transportation is provided through Richards Transportation.

Calendar/Schedules

JumpStart will follow the Moorhead Area Public Schools district calendar. Early Intervention Services also follows the district calendar, as well as provides infant and toddler services on a stretch calendar through the summer months of June, July and August.

Census Information

It is important that all residents of Moorhead Area Public School District (ISD152) be included in the school census, even newborns. If you or someone you know recently moved into the district, had an addition to the family through birth or adoption or a change of address, please let us know. This is very important in keeping our student records up-to-date. To include your family in this census, please complete the form on our website at moorheadschools.org and click on New Families to find the Community Census link or call our office at 218-284-3400.

Child Abuse/Mandated Reporters

It is the policy of the Moorhead Area Public Schools to fully comply with Minnesota Statute 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse. It is the policy of Moorhead Area Public Schools to protect children whose health or welfare may be jeopardized through physical abuse, neglect or sexual abuse; and, to make the school community safe for children by promoting responsible child care in all settings. In all cases where there is reasonable cause to believe a child is being neglected or physically or sexually abused, an immediate report is made to Clay County Social Services or the proper city or county law enforcement agency.

It shall be a violation of school district policy for any school personnel to fail to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years. Refer to School Board Policy 534 on the website or in the school office.

Curriculum & Assessments

Early Childhood programs are led by licensed teachers who follow developmentally appropriate expectations detailed in the MN Department of Education's Early Childhood Indicators of Progress - Minnesota's Early Learning Standards.

Curriculum: HighScope

Assessments: Child Observation Record (COR)
Preschool Early Literacy Indicators (PELI)
Hawaii Early Learning Profile (HELP) Developmental Assessment

Conferences

Parent-teacher conferences are scheduled twice a year in the fall and spring. Your child's teacher will ask you to sign up for an available date and time prior to conferences.

Custody

If custody changes after enrollment, documents should be provided to the school as soon as possible after the change. The school will follow court orders that specifically authorize or direct custody or related custodial issues. The school system will give non-custodial parents, upon request, duplicate school information about their child unless prohibited by court order. A certified copy of that order must be on file at the school. The school should also be made aware of any unusual situations that might require a heightened need for greater security for your child.

Drills

Minnesota state law requires the following drills to be held annually:

- **Fire:** five drills each school year
- **Tornado/Severe Weather:** One tornado drill is practiced in the spring during Minnesota's Severe Weather Awareness Week.
- **Lockdown:** Five lockdown drills occur during the year.

Drug-Free and Weapon-Free Zones

The area around each elementary school is a drug-free and weapon-free zone. Anyone caught possessing or selling, alcohol or chemicals or using or recklessly handling a dangerous weapon may be subject to increased penalties as defined in state and federal law. Refer to School Board Policy 572 and School Board Policy 576 on the website or in the school office.

Early Childhood Screening

Required by Minnesota Statute 121A.16

Family Involvement

Family involvement is important for your child's growth and development. We encourage families to partake in their Preschoolers learning by:

- Attending conferences at school with your child's teacher
- Attending ~~Fantastic Fridays for Families~~ hosted at Probstfield Center for Education ~~three times a school year~~
- Volunteer in your child's classroom (inquire with your child's teacher regarding these opportunities)
- Keys to Kindergarten for 4 and 5-year-olds whom will be attending Kindergarten in the fall (offered Thursdays starting in January through March)

Harassment and Violence Policy

Moorhead Area Public School District 152 Policy Against Harassment and Violence Related to Race, Color, Creed, Religion, National Origin, Sex, Age, Marital Status, Familial Status, Status with Regard to Public Assistance, Sexual Orientation, Including Gender Identity or Expression, or Disability

Hazing Prohibition - Policy 571

Title IX officer: Kristin Dehmer, Executive Director of Human Resources and Operations.
Phone: 218-284-3355
Email: kdehmer@moorheadschools.org

Health Services

A full-time health assistant trained in first aid and CPR staffs our health office during school hours. A licensed school nurse trains and supervises this position and is on call at all times in cases of serious injury or illness at school. Children's health strongly affects school attendance and performance. The school nurse is available to help students and families with any health concerns. The health office also manages immunizations, health records, medication administration, hearing and vision screening, and specialized health procedures that must be done at school. Communication and cooperation between school personnel and parents/guardians is essential to~~in understanding and~~ meeting our children's health.

Immunizations: Minnesota State Law, M.S. *121A.15~~123.70~~* mandates that every student must show proof of full immunization, or supply the school with a notarized exemption form in order to attend school in Minnesota.
Current immunization recommendations can be found at:
https://www.health.state.mn.us/people/immunize/basics/readykidswhento.pdf

Illness and Injury at School: If your child becomes ill at~~while in~~ school, school personnel will need to be able to contact you. Please complete emergency information in PowerSchool Enrollment, including medical provider~~doctor~~, hospital preference and alternate persons to call in case of an emergency.We will not release ill students to go home without a parent/guardian contact and arrangements made for release of the student into the care of the parent/guardian or approved contacts.

Illness at home: Watch your child for symptoms of illness and keep them home when they are sick~~him or her home if necessary~~. Please contact the school or health office if your child is staying home because of illness. Notify the health office if your child ~~Let us know if he or she~~ has a contagious illness such as chicken pox, strep throat, influenza COVID or a health nuisance like ~~infestations such as~~ head lice or scabies. Students must be fever free (under 100.4 degrees) for 24 hours without medication before returning to school.~~Students should have a normal temperature for 24 hours prior to returning to school after an illness.~~

Medication: No prescription medication will be administered by school personnel without written authorization from the parents/guardians and signed medical provider~~doctor~~'s orders. All over-the-counter medication (including acetaminophen~~Tylenol~~, i~~I~~buprofen, ~~nasal spray, eye drops,~~ etc.) may be given with parent signature on the medication request form. Medical provider consent is not necessary when given as directed on the bottle. Medication request forms are available in the health office or with the medication policy on the district website. All medication~~medicine~~ must be in the original bottle, labeled with the student's name and administration directions.~~with appropriate label, and the student's name should be on it.~~ Whenever~~If at all~~ possible, medication should be given at home. Please let the health office know if your student begins taking a new prescription medication at home that may affect them during the school day.~~was not previously entered through PowerSchool Enrollment~~.

Refer to School Board Policy 532 on the website or in the school office.

Student Drop-off & Pick-up

Jump Start Preschool does not provide transportation. ~~Parents/Guardians must park in a parking spot and bring their child into the building~~. ~~Doors will open 5 minutes before classes begin.~~ Any adult wishing to accompany a student down to the classroom will need to register at the front desk. **A driver's license is required to sign in.**

Pick up time will be at the end of the class session. You will pick up your child in a designated pick up spot.. Your child will only be released to parents, guardians or a person listed on your authorized pick up list. Jump Start staff will verify identification of each person picking up. If someone new is picking up that has not done so before, please remind them to bring a photo identification so we can ensure they are the correct person picking up your child.

No person will be allowed to take a child from the premises who:

- Is not identified as an authorized pick up
- Cannot verify identity with proper photo ID
- Is suspected to be under the influence of alcohol or drugs

Children are to be picked up immediately after class is over. If you are delayed by an emergency and anticipate being late to pick up your child, please make alternate plans for someone on your authorized pickup list to pick up your child on time. Also, please call the school immediately to let them know at 218-284-3800.
In the event that a child has not been picked up 10 minutes after class session ends, attempts will be made to reach parents/guardians, using all numbers provided. If no parent/guardian is reached, we will attempt to contact all people on your child's authorized pick up list.

Three occurrences of late pickups will result in contact from the Early Childhood Director to discuss the late pickup situation. After the fourth occurrence of late pickups, your child's enrollment will be reviewed for possible discontinuance from the program.

Supervision of students

Children should not be dropped off earlier than 5 minutes prior to class when the doors to the classrooms will open. Students should be picked up promptly after class at 11:00 and 2:30.

Teachers

All teachers at the Early Learning Center hold a current MN teaching license.
Policy 413- Employment Background Checks.

Tobacco-free Environment

Smoking and the use of all tobacco products shall be prohibited on all school district property. Refer to School Board Policy 573 on the website or in the school office.

Toileting and Diapering

JumpStart children do not need to be toilet trained. Staff will assist with diapering children or assist them with toileting. Staff will work with families through the training process.

Toys

Toys and other distracting personal belongings such as electronic games and trading cards may not be brought to school unless the student's teacher has given prior permission.

Visitors/volunteers

Parents and guardians are always welcome to visit our school. For the safety of our students, visitors must enter Door 3 and sign-in with a driver's license. A visitor's name badge must be worn at all times in the building and be visible to district employees.

Weather-Related Closings

If school is closed because of weather, all Early Childhood programs will follow the Moorhead School District. As soon as the decision to close schools is made, an announcement will be posted on the district's website at www.moorheadschools.org, and it will be announced on local radio and television stations. The district also uses an automated notification system for weather-related announcements and other notifications. Parents are encouraged to log in to PowerSchool to choose how they are notified with this system or to review prior messages sent by the system.

Please do not call the school to find out whether school is being canceled. Our phone lines are limited, and we need to be able to make outgoing calls in an emergency situation. Please check the website, listen to radio or television, and plan ahead so that your child knows what to do in case school closes early.

If school is 2 hours late there will be no morning JumpStart or Early Intervention Services.

If there is an immediate danger that requires students to be sheltered in the school, we recommend parents refrain from coming to pick up their students before the warning expires. This would include situations such as tornado or blizzard warnings. Certain emergencies may require moving students to another site. The school has a reunification plan that will be used if needed.

For additional information on Early Intervention Services - click here.
For additional information on Early Childhood Family Education - click here.

District Communication

All parents/guardians are encouraged to download the Moorhead Schools App from their app store. This free app provides instant access to school level announcements, news, menus, school events, school contacts and more. Families are encouraged to follow the district as well as any schools in which their students are enrolled. Notifications can be set based on parent preference.

Moorhead Area Public Schools' website at www.moorheadschools.org provides information about the school district, news, phone numbers, dates of events, and access to PowerSchool and e~Funds for Schools.

Follow Moorhead Area Public Schools on Facebook, Instagram and Twitter (@MoorheadSchools) to see student and district highlights.

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.172R

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/21/2022

RE: Moorhead Sports Center Rink Operations Agreement

Please see the attached Rink Operations Agreement relating to the management agreement with Moorhead Area Public Schools and the Moorhead Youth Hockey Association to manage

Effective July 1, 2022, the district has partnered with the Moorhead Youth Hockey Association (MYHA) to provide usage efficiencies between the Cullen Hockey Center and the Moorhead Sports Center, as well as to provide ice area management for the school district.

This Agreement will be a period of three years with the option for two additional one-year periods. The Parties may extend or renew this Agreement at their discretion. At least six (6) months prior to the expiration of the Term, the Parties shall engage in Good Faith negotiations to consider an extension or renewal.

Steve Moore, Director of Operations and Emergency Management will be present to answer questions and provide information as requested.

Suggested Resolution: Move to approve the Rink Operations Agreement as presented.

KLD:tra

ATTACHMENTS:
None

RINK OPERATIONS AGREEMENT

BY AND BETWEEN

MOORHEAD AREA PUBLIC SCHOOLS, ISD #152

AND

MOORHEAD YOUTH HOCKEY ASSOCIATION

Dated as of July 1, 2022

Relating to:

An Agreement related to the management of rink operations at the Moorhead Sports Center.

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RINK OPERATIONS AGREEMENT

THIS RINK OPERATIONS AGREEMENT (the "Agreement") is made effective as of the 1st day of July, 2022 (the "Effective Date"), by and between MOORHEAD AREA PUBLIC SCHOOLS, ISD #152, an independent school district of the State of Minnesota ("School District") and MOORHEAD YOUTH HOCKEY ASSOCIATION ("MYHA"), a Minnesota non-profit corporation.

WHEREAS, the School District owns the all-purpose and recreation building commonly known as the Moorhead Sports Center; and

WHEREAS, the School District and MYHA desires to enter into this Agreement to set forth the roles and responsibilities pertaining to such operation.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the School District and MYHA agree as follows:

ARTICLE I.
DEFINITIONS AND INTERPRETATION

Section I.01 DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

"Applicable Law" means, collectively, the Constitutions of the United States and the State, all common law and principles of equity, and all federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations and permits of, and agreements with, any governmental authority, and, with respect to any person, the articles of incorporation, bylaws, or other organizational or governing documents of such person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to (a) the MYHA, (b) the School District, or (c) this Agreement.

"Best Efforts" means acting in Good Faith, acting in accordance with generally accepted commercial practices, and using reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

"School District" means Moorhead Area Public Schools, ISD #152, an independent school district of the State of Minnesota.

"MYHA" means Moorhead Youth Hockey Association.

"District Representative" means the individual identified in Section 14.05 hereof.

"Good Faith" means the observance of reasonable commercial standards of fair dealing in a given trade or business.

"Loss" means MHYA has suffered a net loss during its administration of agreements with vendors and lessees of the Moorhead Sports Center and skate sharpening.

"Moorhead Sports Center" means the all-purpose and recreation building commonly known as the Moorhead Sports Center constructed on Lot 1, Block 2, of the Moorhead Senior High School 2nd Addition to the City of Moorhead, Clay County, Minnesota.

"Party" means either the MYHA or the School District, as the context may require, and its respective legal representatives, successors, and permitted assigns, and whenever a reference in this Agreement is made to any Parties hereto, **"Parties"** means the MYHA and the School District, collectively, and their respective legal representatives, successors, and permitted assigns.

"Profit" means the MYHA has received a net profit from its administration of agreements with vendors and lessees of the Moorhead Sports Center and skate sharpening.

"Rink" means both the north and south ice rinks located within the Moorhead Sports Center.

"School District" means Moorhead Area Public Schools, ISD #152, an independent school district of the State of Minnesota.

"School District Representative" means the individual identified in Section 14.05 hereof.

"Services" means as defined in Section 3.01 hereof.

"State" means the State of Minnesota.

"Winter Months" means October, November, December, January, February, March, and April.

Section I.02 INTERPRETATION.

(a) The headings of Articles and Sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same

meaning and effect as the word "shall." Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person's permitted assigns, (iii) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Agreement, and (v) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including."

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it or because that Party relies on a provision of this Agreement to protect itself. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II.

ENGAGEMENT

Section II.01 ENGAGEMENT. The School District hereby engages the MYHA as its agent to operate the Rink in accordance with the terms and conditions hereof. The MYHA hereby accepts such engagement as the operator of the Rink during the term of this Agreement.

ARTICLE III.

AUTHORITY AND OBLIGATIONS

Section III.01 SERVICES. For the benefit of the School District and in performance of this Agreement, the MYHA shall perform the following specific responsibilities (collectively referred to as "Services"):

(a) Oversee operations of the Rink and attend all events held at the Rink or be readily available for users of the Rink;

(b) Manage the scheduled use of the Rink, including by the School District and lessees and for public skating;

(c) Operate the concession stand and skate sharpening at the Rink;

(d) Operate the vending machines at the Moorhead Sports Center in accordance with ISD#152 wellness policy;

(e) Coordinate and conduct setup at the Rink prior to an event and cleanup of the Rink following an event;

(f) Respond to facility issues at the Rink and coordinate with the School District as necessary;

(g) Secure security personnel, as necessary, for events held at the Rink and work with such security personnel as directed;

(h) Secure emergency medical personnel, as necessary, for events held at the Rink and work with such emergency medical personnel as directed;

(i) Enter, manage, and administer any contracts with vendors or lessees for the Moorhead Sports Center and the Rink, including for advertising;

(j) Provide equipment, as necessary, for events at the Rink; and

(k) Attend meetings at the request of the School District upon reasonable notice of the same.

Section III.02 EXTRA SERVICES. The School District reserves the right to request MYHA perform services in addition to the Services set forth in Section 3.01. Prior to requesting that the MYHA perform additional services, the School District and the MYHA will engage to determine whether performance of the additional services necessitates additional compensation, fees, or benefits. The MYHA may deny the request to perform additional services if the School District and the MYHA are unable to agree upon whether additional compensation, fees, or benefits are warranted.

Section III.03 EMPLOYEES. To perform general Rink operations outlined in this Agreement, the MYHA may employ one (1) full-time employee during the Winter Months (0.5) for rink management, (0.5) for retail management, (0.25) tournament management. Further, the MYHA will employ part-time employees to operate the concession stand at the Rink and will employ part-time employees to perform cleanup at the Rink following an event. Any and all employees hired by the MYHA to perform any Services outlined herein will be MYHA employees, not School District employees, and will report to the MYHA.

Section III.04 ANNUAL EMPLOYEE BUDGET. The MYHA, no later than May 1 of each year, shall submit a budget to the School District for the subsequent calendar year outlining the anticipated salaries and benefits to be received by MYHA employees employed in accordance with Section 3.03 hereof.

Section III.05 REVENUES AND EXPENSES. The MYHA will collect revenues from vendors and lessees, will pay expenses for vendors and lessees, and will prepare a ledger for the School

District showing such revenues and expenses. Revenues and expenses will be considered in the MYHA's management fee discussed in Section 6.01 hereof as a part of a Profit or Loss.

Section III.06 ADVERTISING. The MYHA will secure advertising for the dasher boards of the Rink and for the Zambonis (unless otherwise outlined in contracts with lessees), or any future advertising opportunities. The MYHA will coordinate all advertising with the School District. The MYHA will collect revenues from advertising, will pay any expenses for advertising, and will include such revenues and expenses in its ledger for the School District. Revenues and expenses will be considered in the MYHA's management fee discussed in Section 6.01 hereof as a part of a Profit or Loss.

Section III.07 SUPPLIES AND PRODUCTS. The MYHA will be responsible for providing any office supplies needed for performing the Services outlined in this Agreement and for providing products for the concession stand and vending machines. Upon the expiration of the Beverage Agreement described in Section 4.01, the MYHA may enter into other agreements to secure products for the concession stand and vending machines. The School District will be responsible for providing any other supplies or equipment needed to operate the Rink. If the MYHA desires to secure any new or replacement equipment for the Rink, it shall seek the express written consent from the School District, and the School District will be responsible for financing such equipment and any other facility-related expenses.

ARTICLE IV.
VENDORS AND LESSEES

Section IV.01 VENDORS AND LESSEES. As of the Effective Date, the School District holds the following agreements with vendors and lessees of the Moorhead Sports Center and the Rink. The MHYA will remain a party to such agreements and will enter any new agreements with vendors or lessees of the Moorhead Sports Center or the Rink. The MHYA will require that any vendor or lessee include the School District as an additional insured in agreements entered following the Effective Date.

(a) Lease with Concordia College, Moorhead, Minnesota;

(b) Lease with Burggraf Skating Skills, Inc. (dry floor);

(c) Lease with Burggraf Skating Skills, Inc. (summer ice);

(d) Red River Valley Figure Skating International Classic;

(e) Red River Valley Figure Skating / Summer / Fall;

(f) Zamboni Advertising Agreement with LATTISC, LLC – Buffalo Wild Wings;

(g) Zamboni Advertising Agreement with Hornbachers; and

(h) Beverage Agreement with Bottling Group, LLC.

Section IV.02 LEASES. As part of managing operations for the Rink, the MYHA will be responsible for engaging with potential lessees. The MYHA will provide standard lease agreements on behalf of the School District, in a form acceptable to the School District, to potential lessees and will enter and administer these agreements with lessees. The standard lease agreements will set parameters as to whom may lease the Rink through each standard lease agreement. The School District is not precluded from also engaging with potential lessees; however, prior to booking a date for an event, the School District must coordinate with the MYHA for scheduling and the MYHA will enter the agreement with the lessee. Prior to entering into any lease agreement, the MYHA Representative shall inform the School District Representative of the proposed lease agreement and its terms. The School District reserves the right to reject any proposed lessee.

Section IV.03 VENDING MACHINES. As set forth herein, the MYHA will enter the agreements to secure products for the vending machines at the Moorhead Sports Center. The MYHA will be entitled to receipt of the proceeds from the vending machines, but the School District will control the operating hours of the vending machines.

ARTICLE V.
SECURITY

Section V.01 SECURITY. The School District will be responsible for the security system of the Rink and of the Moorhead Sports Center. The School District will provide fob access to the MYHA on or prior to the Effective Date.

ARTICLE VI.
COMPENSATION AND REVENUE

Section VI.01 SEMI-ANNUAL MANAGEMENT FEE. Prior to May 1 of each year, MYHA shall submit to the School District MYHA's best reasonable estimate of the semi-annual management fee envisioned by this Section. The amount of the management fee will be based upon the amount submitted by the MYHA in the annual employee budget, with the annual employee budget figure divided by two (2). Upon request by the School District, MYHA shall provide School District with such information as may be reasonably requested to determine the management fee. If the School District objects to the proposed management fee, then the School District Representative and the MYHA Representative shall meet to discuss the management fee and work toward an agreeable amount. If the School District does not object to the proposed management fee, then, by the third day of July and January each year, the School District shall pay the management fee to the MYHA for the performance of Services for the upcoming 6-month period. If the MYHA has received any Profits, as outlined in Section 6.04, the School District may subtract that amount from the next management fee. If the MYHA has suffered a Loss, as outlined in Section 6.04, the School District will add that amount to the next management fee.

Section VI.02 FINANCIAL RECORDS AND AUDIT. The MYHA must keep financial records, including time cards, payrolls, and material records, for all compensation and benefits paid to the employees described in Section 3.03, and the ledger of revenues and expenses as described in Sections 3.05 and 3.06, and all such records will be available to the School District for review

and audit at all reasonable times. The ability of the School District to audit the MYHA's records will extend for a period of two (2) years from the date final payment has been received by the MYHA.

Section VI.03 ANNUAL OPERATING BUDGET. Prior to May 1, the School District and the MYHA shall engage to create an annual operating budget for the subsequent calendar year for the Rink. The School District and the MYHA shall include the annual employee budget provided by the MYHA pursuant to Section 3.04 in the annual operating budget.

Section VI.04 PROFITS AND LOSSES. Except as otherwise provided herein, all Profits generated from the Rink, including any funds received from vendors, lessees, or advertising, will belong to the MYHA. Any Profits in excess of the MYHA's semi-annual monthly management fee will belong to the School District. Prior to the last day of December and June each year, the MYHA will provide a written report to the School District outlining Profits received, or a Loss suffered, by the MYHA.

Section VI.05 OTHER FEES AND EXPENSES. The MYHA shall not be entitled to, nor shall it receive, any compensation, fees, or expenses from the School District for its performance of the Services other than the compensation and profits outlined herein.

Section VI.06 BENEFITS. The MYHA shall not be entitled to, nor shall it receive, any benefits from the School District for its performance of the Services.

ARTICLE VII.
MAINTENANCE

Section VII.01 MAINTENANCE. The School District will be responsible for performing all maintenance at the Rink and for all costs and expenses related to such. If the MYHA becomes aware of any needed maintenance, it will notify the School District. The School District's maintenance responsibilities include mowing and snow removal. The MYHA will clean all internal areas of the Moorhead Sports Center except the School District will be responsible for janitorial services for the wrestling room, weightlifting room, and the art room.

ARTICLE VIII.
HANDBACK

Section VIII.01 TRANSITION PLAN. During the final six (6) months of the Term or of any renewal or extension period, the MYHA and the School District will engage in discussions to develop a transition plan to assure the orderly transition of operations of the Rink from the MYHA to the School District or its designee. The Parties will then diligently implement such a transition plan.

ARTICLE IX.
REPRESENTATIONS AND WARRANTIES

Section IX.01 SCHOOL DISTRICT REPRESENTATIONS AND WARRANTIES. The School District hereby represents and warrants the following to the MYHA:

(a) The School District has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;

(b) Each person executing this Agreement has been or at such time will be duly authorized to execute such document on behalf of the School District;

(c) Neither the execution and delivery by the School District of this Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or will result in a default under or violation of (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Applicable Law, where such violation will have a materially adverse effect on the ability of the School District to perform its obligations under this Agreement;

(d) There is no action, suit, proceeding, investigation, or litigation pending and served on the School District which challenges the School District's authority to execute, deliver, or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the School District officials executing this Agreement, and the School District has disclosed to the MYHA any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which the School District is aware;

(e) This Agreement has been duly authorized, executed, and delivered by the School District and constitutes a valid and legally binding obligation on the School District, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity; and

(f) The School District has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement.

Section IX.02 MYHA Representations and Warranties. The MYHA hereby warrants and represents the following to the School District:

(a) The MYHA has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;

(b) Each person executing this Agreement has been or at such time will be duly authorized to execute each such document on behalf of the MYHA;

(c) Neither the execution and delivery by the MYHA of this Agreement, nor the consummation of the transaction contemplated hereby, is in conflict with or will result in a default under or violation of (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Applicable Law, where such violation will have a

materially adverse effect on the ability of the MYHA to perform its obligations under this Agreement.

(d) There is no action, suit, proceeding, investigation, or litigation pending and served on the MYHA which challenges the MYHA's authority to executive, deliver, or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the MYHA officials executing this Agreement, and the MYHA has disclosed to the School District any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which the MYHA is aware;

(e) This Agreement has been duly authorized, executed, and delivered by the MYHA and constitutes a valid and legally binding obligation on the MYHA, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity; and

(f) The MYHA has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement.

ARTICLE X.
INSURANCE AND INDEMNIFICATION

Section X.01 MYHA INDEMNIFICATION. The MYHA agrees to and shall indemnify the School District and hold the School District harmless against any and all claims and demands arising from the negligence of the MYHA, its officers, agents, invitees, and/or employees, as well as those arising from the MYHA's failure to comply with any covenant of this Agreement on the MYHA's part to be performed, and shall, at the MYHA's expense, defend the School District against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the School District in any such suit or action.

Section X.02 SCHOOL DISTRICT INDEMNIFICATION. To the extent allowed by applicable law, the School District agrees to and shall indemnify the MYHA and hold the MYHA harmless against any and all claims and demands arising from the negligence of the School District, its officers, agents, invitees, and/or employees, as well as those arising from the School District's failure to comply with any covenant of this Agreement on the School District's part to be performed, and shall, at the School District's expense, defend the MYHA against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the MYHA in any suit or action.

Section X.03 MYHA INSURANCE. The MYHA, at its own expense, at all times during the term of this Agreement, will maintain, keep in effect, furnish, and deliver to the School District liability insurance policies in form and with an insurer satisfactory to the School District, insuring both the School District and the MYHA against all liability for damages to person or property in or about the Rink. The amount of said liability insurance shall not be less than

$1,000,000 for bodily injury or property damage to any one (1) person and $2,000,000 for total injuries or damages arising from any one (1) occurrence.

Section X.04 School District Insurance. The School District, at its own expense, is responsible for securing its own liability and property insurance.

Section X.05 No Waiver or Stacking. Nothing in this Agreement shall constitute a waiver by the MYHA or the School District of the statutory limits of liability set forth in Minn. Stat. § 466.04 or a waiver of any available immunities or defenses. An obligation to indemnify, hold harmless, and defend shall also be limited by the limitations on liability set forth in Minn. Stat. § 466.04. Additionally, the limitations on liability for the MYHA and the School District shall not be added together or stacked to increase the maximum amount of liability.

ARTICLE XI.
Default and Remedies

Section XI.01 MYHA Default. The occurrence of any one or more of the following events will constitute a default by the MYHA pursuant to this Agreement:

(a) Any representation or warranty made by the MYHA is false or misleading in any material respect on the date made and a materially adverse effect upon the School District's rights and obligations under the Agreement results therefrom, and such circumstances continue without cure for a period of twenty (20) calendar days following the date the School District delivers written notice thereof to the MYHA, or as agreed upon by the Parties, with cure regarded as complete only when the adverse effects are remedied;

(b) The MYHA fails to comply with, perform, or observe any material obligation, covenant, agreement, term, or condition in this Agreement which failure materially and adversely affects the School District's rights or obligations under this Agreement and such failure continues without cure for a period of twenty (20) calendar days following the date the School District delivers written notice thereof to the MYHA (giving particulars of the failure in reasonable detail), or as agreed upon by the Parties; or

(c) The MYHA fails to maintain, or cause to be maintained, the insurance policies as and when required pursuant to this Agreement for the benefit of relevant parties, or fails to comply with any requirement of this Agreement pertaining to the amount, terms, or coverage of the same and such failure continues without cure for a period of ten (10) calendar days following the date the School District delivers written notice thereof to the MYHA.

Section XI.02 School District Default. The occurrence of any one or more of the following events will constitute a default by the School District pursuant to this Agreement:

(a) Any representation or warranty made by the School District is false or misleading in any material respect on the date made and a materially adverse effect upon the MYHA's rights and obligations under the Agreement results therefrom, and such circumstances continue without cure for a period of twenty (20) calendar days following the date the MYHA delivers written

notice thereof to the School District notice thereof, or as agreed upon by the Parties, with cure regarded as complete only when the adverse effects are remedied; or

(b) The School District fails to comply with, perform, or observe any material obligation, covenant, agreement, term, or condition in this Agreement which failure materially and adversely affects the MYHA's rights or obligations under this Agreement and such failure continues without cure for a period of twenty (20) calendar days following the date the MYHA delivers written notice thereof to the School District (giving particulars of the failure in reasonable detail), or as agreed upon by the Parties.

Section XI.03 REMEDIES. Upon the occurrence of a default by either Party under this Section, the non-defaulting Party may give the defaulting Party notice declaring the defaulting party in default and may do any or all of the following in its discretion:

(a) Terminate this Agreement to the extent provided in Article XII; and

(b) Exercise any other right and remedies provided for hereunder or under Applicable Law.

ARTICLE XII.
TERM AND TERMINATION

Section XII.01 TERM. This Agreement shall take effect on the Effective Date and shall remain in effect for a period of three (3) years (the "Term") unless termination earlier pursuant to the terms of this Agreement. The Parties may extend or renew this Agreement at their discretion. At least six (6) months prior to the expiration of the Term, the Parties shall engage in Good Faith negotiations to consider an extension or renewal.

Section XII.02 TERM EXPIRATION. Except as otherwise indicated herein, this Agreement will terminate upon expiration of the Term or any renewal or extension thereto.

Section XII.03 TERMINATION FOR DEFAULT. Subject to the provisions of this Agreement, at any time after the occurrence of a default by either Party, the non-defaulting Party may terminate this Agreement by written notice. The non-defaulting Party must deliver a written notice of intent to terminate this Agreement, which must include a specific date for the termination of this Agreement.

Section XII.04 AGREEMENT. The Parties may agree, in writing, to terminate this Agreement.

Section XII.05 CASUALTY OR FIRE. In the event of the destruction of the Moorhead Sports Center by fire or other casualty, either Party may terminate this Agreement as of the date of said fire or casualty; provided, however, that in the event any damage to the Moorhead Sports Center by fire or other casualty is greater than fifty percent (50%) of the value of the Moorhead Sports, the School District may or may not elect to repair the Moorhead Sports Center. The School District will provide written notice to the MYHA of its election of whether to repair within fifteen (15) calendar days after the occurrence of said damage. If said notice is not

provided within said period, the School District will be deemed to have elected not to repair. In the event the School District elects not to repair the Moorhead Sports Center, this Agreement will terminate on the date of said damage. If the Moorhead Sports Center is not damaged to the above-provided extent or if so damaged and the School District elects to repair, then the School District shall proceed to repair the Moorhead Sports Center as quickly as reasonably possible. The MYHA agrees to vacate any part of the Moorhead Sports Center upon request by the School District during the time period the School District needs to make any necessary repairs.

ARTICLE XIII.

DISPUTE RESOLUTION

Section XIII.01 INTENT AND PROCEDURE. The MYHA and the School District will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The MYHA and the School District agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally, the Parties will utilize the following procedure.

Section XIII.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, each Party shall propose three (3) mediators trained in civil mediation, for a total of six (6) mediators, from the Minnesota Statewide ADR-Rule 114 Neutrals Roster, and the Parties shall select a mediator by alternatively striking names until one (1) remains. The MYHA shall strike the first name, followed by the School District, until one (1) remains. Each Party will equally share in the costs for mediation services.

Section XIII.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to Section 12.02, either Party may choose to litigate the matter.

Section XIII.04 VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in a court of competent jurisdiction in Clay County, Minnesota, which will have exclusive jurisdiction and venue.

Section XIII.05 WAIVER OF JURY TRIAL. The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights that any may have to a trial by jury with respect to any action, proceeding, counterclaim, or defense based on this Agreement, or arising out of, under, or in any connection with this Agreement, or with respect to any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto relating to this Agreement. This provision is a material inducement for all Parties entering into this Agreement. This provision applies only to suits between the Parties and does not apply to third party claims or suits.

ARTICLE XIV.

MISCELLANEOUS

Section XIV.01 SUCCESSORS AND ASSIGNS. The Parties agree that this Agreement shall be binding upon and insure to the benefit of the successors and assigns of the Parties in accordance with the terms and conditions of this Agreement and any Applicable Law. No assignment of any interest of a Party pursuant to this Agreement may be made without the express written consent of the other Party.

Section XIV.02 AMENDMENTS. This Agreement, or any part thereof, may be amended, modified, or waived only by a written instrument duly executed by the Parties, specifying with particularity the nature and extent of such amendment, modification, and waiver.

Section XIV.03 WAIVER. The failure or delay of any Party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement or the right to enforce each and every term of this Agreement.

Section XIV.04 INDEPENDENT CONTRACTOR; NO JOINT VENTURE OR PARTNERSHIP.

(a) The MYHA is an independent contractor, and nothing contained in this Agreement shall be construed as constituting any relationship with the School District other than that of operator and independent contractor.

(b) Both Parties, in performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers, or associations of one another. Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture, or similar relationship between the School District and the MYHA. In no event shall either Party take a position on any tax return or other writing of any kind that a partnership, joint venture, or similar relationship exists.

(c) In no event shall the relationship between the School District and the MYHA be construed as creating any relationship whatsoever between the School District's and the MYHA's employees or agents. Neither the MYHA nor any of its employees or agents is or shall be deemed an employee or agent of the School District. Except as otherwise specified in this Agreement, the MYHA has the sole authority and responsibility to employ, discharge, and otherwise control its employees and has complete and sole responsibility as a principal for its agents.

Section XIV.05 AUTHORIZED REPRESENTATIVES.

(a) The School District and the MYHA each hereby designates the following individual as its initial representative to administer this Agreement on its respective behalf:

(1) School District Representative: Steve Moore, Director of Operations and Emergency Management

(2) MYHA Representative: Rob Gramer, Executive Director

(b) The representatives will be reasonably available to each other during the term of this Agreement and will have the authority to issue instructions and other communications on behalf of the School District and the MYHA, respectively, and will be the recipients of notices and other communications from the other Party pursuant to this Agreement. Such representatives, however, will not have the authority to make decisions or give instructions binding on the School District or the MYHA, except to the extent expressly authorized by the School District or the MYHA, as the case may be.

Section XIV.06 NOTICE.

(a) All notices under this Agreement shall be in writing and (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by recognized overnight mail or courier services, with delivery receipt requested; or (iv) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses.

(b) All notices to the School District shall be marked as regarding the Moorhead Sports Center and shall be delivered to the following address or as otherwise directed by the School District Representative:

Moorhead Area Public Schools
1313 30 Ave S
Moorhead, MN 56561

(c) All notices to the MYHA shall be marked as regarding the Moorhead Sports Center and shall be delivered to the following address or as otherwise directed by the MYHA Representative:

Moorhead Youth Hockey Association
707 Main Avenue SE
Moorhead, MN 56560

(d) Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. CDT and all other notices received after 5:00 p.m. CDT shall be deemed received on the first calendar day following delivery.

Section XIV.07 NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement is intended or will be construed as creating or conferring any right, benefit, or

remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a Party to this Agreement, except those rights expressly contained herein.

Section XIV.08 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section XIV.09 SEVERABILITY. If any term or provision of this Agreement or any application thereof to any person or circumstances shall to any extent be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

Section XIV.10 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section XIV.11 ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter.

Section XIV.12 FORCE MAJEURE. Neither Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

IN WITNESS WHEREOF, the MYHA and the School Board caused this Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the Moorhead Area Public Schools, ISD #152

The governing body of Moorhead Area Public Schools, ISD #152, approved this Agreement on the 27th day of June, 2022.

MOORHEAD AREA PUBLIC SCHOOLS, ISD #152, a Minnesota independent school district

By: _____
Melissa Burgard, Chair of the School Board

ATTEST:

By: _____
Kara Gloe, Clerk

Signature Page for Moorhead Youth Hockey Association

The governing body of the Moorhead Youth Hockey Association, approved this Agreement on the _____ day of ____, 2022.

MOORHEAD AREA PUBLIC SCHOOLS,
ISD #152, a Minnesota independent school district

By: _____
Rob Gramer, Executive Director

ATTEST:

By: _____

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.176R

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/22/2022

RE: 2022-23 Enrollment Update

District enrollment is projected to be 7,271. Currently, district enrollment is 6,977 with students continuing to enter the district.

An updated enrollment report per school will be provided at the June 27, 2022, School Board meeting.

Suggested Resolution:

KLD:tra

ATTACHMENTS:
Enrollment Update Presentation

MOORHEAD
AREA PUBLIC SCHOOLS

Building Pathways to Success

2021 SCHOOL YEAR 2022

MOORHEAD
AREA PUBLIC SCHOOLS

Enrollment Update

June 26, 2022

Enrollment 6/23/22

	22-23 Projection	June 2022
Kindergarten	600	527
Grade 1	574	584
Grade 2	554	561
Grade 3	577	574
Grade 4	542	539
Grade 5	564	548
Grade 6	497	482
Grade 7	590	645
Grade 8	552	528
Grade 9	567	544
Grade 10	562	532
Grade 11	556	490
Grade 12	535	438
TOTAL	7271	6992

MOORHEAD AREA PUBLIC SCHOOLS

Kindergarten-6th Grade

Asp	K	GRADE 1	GRADE 2	GRADE 3	GRADE 4	Totals
FY 22-23 Enrollment	110	125	112	139	122	608

Hopkins	K	GRADE 1	GRADE 2	GRADE 3	GRADE 4	Totals
FY 22-23 Enrollment	125	126	120	126	110	607
FY 22-23 Enrollment	53	56	61	65	53	288
SI Enrollment	72	70	59	61	57	319

SGR	K	GRADE 1	GRADE 2	GRADE 3	GRADE 4	Totals
FY 22-23 Enrollment	139	160	144	138	135	716

Dorothy Dodds	K	GRADE 1	GRADE 2	GRADE 3	GRADE 4	Totals
FY 22-23 Enrollment	117	129	137	120	119	622

PCE	K	GRADE 1	GRADE 2	GRADE 3	GRADE 4	Totals
FY 22-23 Enrollment	32	40	44	52	48	216

Horizon West	5	6	Totals	Horizon West-SI	5	6	Totals
FY 22-23 Projection	494	436	930	FY21 Enrollment	54	46	100

MOORHEAD
AREA PUBLIC SCHOOLS

Attendance Area Exceptions

MAPS School Board Policy 510: Attendance Areas

	BE REQUESTED: # TO SCHOOL 6/17/22
ASP	27
DDE	50
HOPK	28
SGR	94
PROB	3
	202

- → Process
- → Parameters
- → Denials: 82
- → Appeals: 3

MOORHEAD AREA PUBLIC SCHOOLS

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.169R

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/21/2022

RE: Principal Master Agreement

A new two-year contract was successfully negotiated with the Principals for the period of July 1, 2022, through June 30, 2024.

Language changes to the new contract were made to the following Articles of the contract:

Article 9: Salaries
Article 10: Insurance
Article 14: Professional Expenses and Fair Share
Article 15: Severance Pay/Deferred Compensation

The financial statement for the two-year contract is as follows:

Year	Cost	Percentage Increase
2022-23	$125,595	4.33%
2023-24	$97,542	3.23%
TOTAL	**$223,137**	**7.56%**

Suggested Resolution: Move to approve the Principal's Master Agreement for 2022-2024 as presented with the cost as follows:

Year	Cost	Percentage Increase
2022-23	$125,595	4.33%
2023-24	$97,542	3.23%
TOTAL	**$223,137**	**7.56%**

KLD:tra

ATTACHMENTS:
None

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.170R

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/21/2022

RE: Supervisor's Master Agreement

A new two-year contract was successfully negotiated with the Supervisors for the period of July 1, 2022, through June 30, 2024.

Language changes to the new contract were made to the following Articles of the contract:

Article 14: Severance Pay
Article 19: Miscellaneous

The financial statement for the two-year contract is as follows:

Year	Cost	Percentage Increase
2022-23	$84,290	3.34%
2023-24	$106,181	4.20%
TOTAL	**$190,471**	**7.55%**

Suggested Resolution: Move to approve the Supervisor's Master Agreement for 2022-2024 as presented with the cost as follows:

Year	Cost	Percentage Increase
2022-23	$84,290	3.34%
2023-24	$106,181	4.20%
TOTAL	$190,471	7.55%

KLD:tra

ATTACHMENTS:

None

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.171R

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/21/2022

RE: Administrator's Master Agreement

A new two-year contract was successfully negotiated with the Administrators for the period of July 1, 2022, through June 30, 2024.

Language changes to the new contract were made to the following Articles of the contract:

Article 7: Insurance
Article 9: Travel and Miscellaneous Reimbursement
Article 10: Early Retirement/Deferred Compensation

The financial statement for the two-year contract is as follows:

Year	Cost	Percentage Increase
2022-23	$39,199	4.11%
2023-24	$34,216	3.44%
TOTAL	**$73,415**	**7.55%**

Suggested Resolution: Move to approve the Administrator's Master Agreement for 2022-2024 as presented with the cost as follows:

Year	Cost	Percentage Increase
2022-23	$39,199	4.11%
2023-24	$34,216	3.44%
TOTAL	$73,415	7.55%

KLD:tra

ATTACHMENTS:
None

MOORHEAD AREA PUBLIC SCHOOLS

Human Resources and Operations

Memo OEDHRO.22.178R

TO: Dr. Brandon M. Lunak, Superintendent

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

DATE: 06/23/2022

RE: Confidential Employees Master Agreement

A new two-year contract was successfully negotiated with the Confidential Employees for the period of July 1, 2022, through June 30, 2024.

Language changes to the new contract were made to the following Articles of the contract:

Article 5: Schedules and Rates of Pay
Article 7: Leave Provisions and Vacations
Article 9: Group Insurance

The financial statement of the two-year contract is as follows:

Year	Cost	Percentage
2022-23	$15,361	4.26%
2023-24	$12,379	3.30%
TOTAL	**$27,740**	**7.56%**

Suggested Resolution: Move to approve the Confidential Employee's Master Agreement for the 2022-2024 as presented with the cost as follows:

Year	Cost	Percentage
2022-23	$15,361	4.26%
2023-24	$12,379	3.30%
Total	**$27,740**	**7.56%**

KLD:tra

ATTACHMENTS:
None

MOORHEAD
AREA PUBLIC SCHOOLS

Superintendent of Schools

Memo S.22.XXR

TO: School Board

FROM: Dr. Brandon Lunak, Superintendent of Schools

DATE: 06/07/2022

RE: Resolution Establishing Dates for Filing Affidavits of Candidacy

Attached please find the *Resolution Establishing Dates for Filing Affidavits of Candidacy* that includes the *Notice of Filing Dates for Election to the School Board* for your review. The adoption of this resolution is discretionary; the publication of the notice is mandatory.

Suggested Resolution: Move to approve the Resolution Establishing Dates for Filing Affidavits of Candidacy as presented.

BL:dmb

ATTACHMENTS:
Resolution Establishing Dates for Filing Affidavits of Candidacy

RESOLUTION ESTABLISHING DATES
FOR FILING AFFIDAVITS OF CANDIDACY

BE IT RESOLVED by the School Board of Independent School District No. 152, State of Minnesota, as follows:

1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No. 152 shall begin on Tuesday, August 2, 2022, and shall close on Tuesday, August 16, 2022. An affidavit of candidacy must be filed in the office of the school district clerk and the $2 filing fee paid prior to 5:00 o'clock p.m. on August 16, 2022.

2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in The Extra, the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.

3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.

4. The notice of said filing dates shall be in substantially the following form:

NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 152
MOORHEAD AREA PUBLIC SCHOOLS
STATE OF MINNESOTA

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of the school board member of Independent School District No. 152 shall begin on Tuesday, August 2, 2022, and shall close at 5:00 o'clock p.m. on Tuesday, August 16, 2022.

The general election shall be held on Tuesday, November 8, 2022. At that election, three (3) members will be elected to the School Board for a four (4) year term.

Affidavits of Candidacy are available from the school district clerk, 1313 30th Avenue South, Moorhead. The filing fee for this office is $2. A candidate for this office must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the school district from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the same primary or next ensuing general election.

The affidavits of candidacy must be filed in the office of the school district clerk and the filing fee paid prior to 5:00 o'clock p.m. on Tuesday, August 16, 2022.

Dated: June 27, 2022 BY ORDER OF THE SCHOOL BOARD

_____
School District Clerk

School Board

Memo S.22.126R

TO: School Board

FROM: Dr. Brandon Lunak, Superintendent of Schools

DATE: 06/23/2022

RE: Schedule School Board Work Session on July 18, 2022, at 3:30 p.m.

Administration recommends scheduling a School Board Work Session on July 18, 2022, at 3:30 p.m. prior to July 18, 2022, School Board Regular Meeting at 6 p.m.

Suggested Resolution: Move to approve the School Board Work Session on July 18, 2022, at 3:30 p.m. followed by the School Regular Meeting at 6 p.m.

BL:dmb

ATTACHMENTS:
None

MOORHEAD
AREA PUBLIC SCHOOLS

Superintendent of Schools

Memo S.22.123R

TO: School Board

FROM: Dr. Brandon Lunak, Superintendent of Schools

DATE: 06/21/2022

RE: First Reading of Policies

Attached please find policies: 516 School Attendance Governing Enrollment of Children/Adults with Disabilities, 230 MAPS School Board Committees, 510 Attendance Areas, 544 Activities Fundraising, 545 High School Academic, Activity, Athletic Letters, 578 Bullying Prohibition, 616 School District System Accountability, 702 Accounting (new policy), 702 Equal Access to School Facilities (policy number reassigned), 703 Annual Audit, 714 Student Activity Accounting, 802 Fund Balances, 832 Complementary Athletic Season Passes/Single Event Passes, 833 Disposition of Obsolete Equipment and Material, 834 Public Gifts to the School district, and 906 Public Distribution of Materials in MAPS for your review.

Suggested Resolution: First reading of policies.

BL:dmb

ATTACHMENTS:
Policies: 516 School Attendance Governing Enrollment of Children/Adults with Disabilities, 230 MAPS School Board Committees, 510 Attendance Areas, 544 Activities Fundraising, 545 High School Academic, Activity, Athletic Letters, 578 Bullying Prohibition, 616 School District System Accountability, 702 Accounting (new policy), 702 Equal Access to School Facilities (policy number reassigned), 703 Annual Audit, 714 Student Activity Accounting, 802 Fund Balances, 832 Complementary Athletic Season Passes/Single Event Passes, 833 Disposition of Obsolete Equipment and Material, 834 Public Gifts to the School district, and 906 Public Distribution of Materials in MAPS

Moorhead Area Public Schools School Board Committees

Type:	School Board Policy
Section:	200 SCHOOL BOARD
Code:	230
Adopted Date:	8/27/2001
Revised Date(s):	10/10/2005, 10/12/2009, 11/12/2013, 05/08/2017, 09/11/2019, 09/19/2019, 06/20/2022
Reviewed Date(s):	10/10/2005, 10/12/2009, 11/12/2013, 05/08/2017, 09/11/2019, 06/21/2022
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide for the structure and operation of committees or subcommittees of the School Board of Moorhead Area Public Schools ~~and Moorhead Area Public Schools~~.

II. GENERAL STATEMENT

The School Board believes that board committees and appointments enable the board members to delve into governance matters in greater detail than is possible at the full board level. In-depth committee work builds governing expertise among board members, while also strengthening their sense of ownership and commitment, which ultimately improves the quality of board decision-making. Board decisions are supported by detailed standing committee work and are firmer because of ownership that is built at the committee level.

A. It is the policy of the School Board to designate ~~district committees,~~ Standing School Board committees~~, ad hoc committees, task forces, etc.~~ when it is determined that a committee meeting process facilitates the mission of the school district, completion of a required task and/or as mandated by law.

1. The School Board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.

2. A school board committee will be formed by school board resolution which shall outline the duties and purpose of the committee. (Refer to Administrative Procedure 230.1: School Board Committees); (Refer to Administrative Procedures: 230.3 Business and Finance Committee; 230.4 District Health Insurance Committee; 230.5 Governance Committee; 230.6 Instruction and Curriculum Advisory Council; 230.7 Policy Review Committee; 230.8 Activities Advisory Council

3. A committee is advisory in nature to the School Board and has only such authority as specified by the School Board. (Refer to Administrative Procedure 230.1: School Board Committees)

4. The School Board will receive reports or recommendations from a committee for consideration. The School Board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations. (Refer to Administrative Procedure 230.1: School Board Committees)

5. The School Board also may establish such ad hoc committees for specific purposes as it deems appropriate. (Refer to Administrative Procedure 230.1: School Board Committees)

B. Similarly, the School Board has determined that appointments to other committees, councils, and organizations facilitate the operation of the School Board and the school district. (Refer to Administrative Procedure 230.2: School Board Committee Appointment)

The School Board chair will appoint board members to serve as liaisons to the Standing Committees, councils, and organizations. No more than two Board members shall be designated for any one appointment. (Refer to Administrative Procedure 230.2: School Board Committee Appointment)

When appropriate, a Board member may serve on the board of another organization.

~~B. A School Board committee will be formed by School Board resolution which shall outline the duties and purpose of the committee.~~

~~C. All committees of the Moorhead Area Public Schools are advisory in nature to the School Board and have only such authority as specified by the School Board. (When appropriate, they need to clarify with the public that their powers are only advisory to the School Board.)~~

~~D. The School Board retains the right to limit, create, or abolish any district committee, subcommittee, ad hoc committee, School Board committee, or task force as it deems appropriate.~~

~~E. The School Board will receive reports or recommendations from a committee for consideration. The School Board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.~~

~~F. All district committees, subcommittees, ad hoc committees, School Board committees, task forces, etc. must be in compliance with the Minnesota Open Meeting Laws, designate a secretary to record the minutes, must act only within the guidelines and mission for which it is established, and take action based on majority vote or consensus.~~

III. ~~DISTRICT~~ SCHOOL BOARD STANDING COMMITTEES

A. The School Board appoints the following School Board Standing Committees: ~~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 stake holders within the district, include school staff and an administrator/supervisor; have defined terms; set meeting dates to be included in the school calendar; and give a presentation to the School Board or file a year-end report with the Superintendent.~~

~~Standing Committee agendas and minutes are disseminated to all School Board members. Two School Board members are appointed to each of the district's Standing Committees at the first regular School Board meeting in July. The following Standing Committees may include, but are not limited to:~~

1. Activities Advisory Council
2. ~~Community Education Advisory Council~~ Business and Finance Committee
3. District Health Insurance Committee
4. Governance Committee
~~4~~ 5. Instruction and Curriculum Advisory Committee (ICAC)
6. Negotiations and Grievances Committee
~~5~~ 7. Policy Review Committee

B. The School Board will establish, by resolution, for each standing or ad hoc committee the number of members, the term, and the charge or mission of each such committee. (Refer to Administrative Procedures: 230.3 Business and Finance Committee; 230.4 District Health Insurance Committee; 230.5

Governance Committee; 230.6 Instruction and Curriculum Advisory Council; 230.7 Policy Review Committee; 230.8 Activities Advisory Council

C. The School Board Chair shall appoint up to two School Board members to each of the district's School Board Standing Committees at the School Board Organizational meeting in January. (Refer to Administrative Procedure 230.2: School Board Committee Appointment) The Superintendent is directed to name an administrative liaison to chair each standing committee.

~~Administrative Committees - These committees are recognized by the School Board and serve in an advisory capacity to the School Board and administration. They serve a specific area, program, or segment of the district; involve members of the staff and others as needed; may or may not include an appointed School Board member designee or liaison; review the purpose/task for the establishment of the committee; record and communicate minutes to appropriate people; may meet for a specific purpose until a task is completed; and/or complete a written report of activities for the Superintendent when task is completed.~~

~~The School Board appoints, as needed, members of the School Board to the following Administrative Committees at the first School Board meeting in July. The following Administrative Committees may include, but are not limited to:~~

~~1. Citizen Finance Advisory Committee~~
~~2. Continuing Education Committee~~
~~3. District Technology Committee~~
~~4. Early Childhood Family Education Advisory Committee~~
~~5. Health/Safety/Wellness Committee~~
~~6. Indian Education Parent Committee~~
~~7. Legislative Committee~~
~~8. Minnesota State High School League~~
~~9. Sabbatical Leave Committee~~
~~10. Staff Development Committee~~
~~11. Title I District Parent Advisory Committee~~
~~12. Safe and Healthy Learners Committee~~
~~13. Special Education Parent Advisory Committee~~
~~14. Teacher Evaluation Committee~~

~~C. 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. Term lengths are established by the community committees.~~

~~Representatives are appointed by the School Board. Their responsibilities are to serve as a representative of the school district either in a voting or non-voting capacity; and to communicate committee information to the School Board and appropriate persons. The following Community Committee groups may include, but are not limited to:~~
~~1. Clay County Joint Powers Committee~~
~~2. Clay County Collaborative Governance Board~~
~~3. Moorhead Schools Legacy Foundation~~

~~D. Parent Teacher Advisory Committees - School buildings housing student instructional programs shall have a Parent-Teacher Advisory Committee (PTAC). This building committee is a volunteer group comprised of the principal, teachers, counselors, and parents of students attending that school who are committed to supporting and promoting educational programs, staff and students.~~

~~School Board members will be appointed to attend the PTAC meetings as adopt-a-school liaisons at the first regular School Board meeting in July. (Refer to Administrative Procedure 230.1: Adopt-A-School~~

~~Guidelines.)~~

~~PTACs are requested to have a representative to serve on the district's Instruction and Curriculum Advisory Committee (ICAC).~~

IV. School Liaisons

To become knowledgeable about instructional programs and activities within the district, each school board member will be assigned a specific school to encourage communication and increase understanding of the programs and activities in a single school.

In this role, board members will not resolve problems or issues of an operational nature related to the school, nor address personnel issues regarding staff-staff or staff-administrator relationships. The normal channels of communication will be used for these matters.

The School Board Chair will appoint School Board members as school liaisons after receiving input from board members at the July School Board meeting.

Board members will visit their assigned schools from time to time, review school and PTAC communications, and other means to remain knowledgable and aware of school programs and activities. (Refer to Administrative Procedure 230.2: School Board Committee Appointment.

Dorothy Dodds Elementary School
Ellen Hopkins Elementary School
Robert Asp Elementary School
S.G. Reinertsen Elementary School
Probstfield Elementary School
Horizon Middle School
Moorhead High School MHS Career Academy
Moorhead Alternative Learning Center
Vista Center for Learning

~~IV. SCHOOL BOARD COMMITTEES~~

~~The School Board may appoint at the first regular meeting in July or as needed the following School Board committees, subcommittees, ad-hoc committees, task forces, etc. The following School Board committees may include, but are not limited to:~~
~~1. Negotiations and Grievance Committee~~
~~2. MSBA Legislative Liaison~~
~~3. Executive Finance Committee~~

Legal Reference:
Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References:
Moorhead School Board Policy 101: Name and Legal Status of Moorhead Area Public Schools
~~Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee~~
~~Moorhead School Board Policy 233: Policy Review Committee~~
~~Moorhead School Board Policy 234: Safe and Healthy Learners Committee~~
~~Moorhead School Board Policy 236: Activities Advisory Council~~
~~Moorhead School Board Policy 237: Community Education Advisory Council~~
MSBA/MASA Model Policy 213: School Board Committees
MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

Attendance Areas

Type:	School Board Policy
Section:	500 STUDENTS
Code:	510
Adopted Date:	9/6/1988
Revised Date(s):	02/11/2008, 12/12/2011, 04/11/2016, 12/12/2016
Reviewed Date(s):	12/01/1990, 11/01/1994, 12/01/1996, 03/08/2004, 02/11/2008, 12/12/2011, 04/11/2016, 12/12/2016, 12/11/2019, 06/20/2022
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide information related to attendance area boundaries for students in grades K-12.

II. GENERAL STATEMENT

ATTENDANCE AREAS
Attendance area boundaries for Moorhead Area Public Schools may be revised as necessary for each school year.

GRADES K-4

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

Maps and descriptions of attendance areas are available in the department of the assistant superintendent of ~~finance and operations~~ business and administrative services and on the school district's website (www.moorheadschools.org).

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

GRADES 5, 6, 7 and 8
Students in grades 5, 6, 7, and 8 will attend either Horizon Middle School West, Horizon Middle School East, West Central Regional Juvenile Center, or programs at ~~Vista Center for Education~~ MHS Career Academy/Alternate Education.

GRADES 9, 10, 11 and 12
Students in grades 9, 10, 11, and 12 will attend either Moorhead High School, West Central Regional Juvenile Center, or programs at MHS Career Academy/Alternate Education ~~Vista Center for Education~~. For graduation purposes, these sites are considered a part of Moorhead High School.
III. RESIDENCE DEFINED

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

A. The student must reside with a parent or legal guardian.

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

C. The place of residence is established to be where the parent(s)/guardian(s) or person(s) charged with legal responsibility permanently resides.

Legal Reference:
Minn. Stat. 120A.22, Subd. 3(e) (Residency Determined)

Cross References:
Moorhead School Board Policy 504: Protection and Privacy of Student Records
Moorhead School Board Policy 511: Enrollment of Nonresident Students

School Attendance Governing Enrollment of Children/Adults with Disabilities

Type:	School Board Policy
Section:	500 STUDENTS
Code:	516
Adopted Date:	1/11/1977
Revised Date(s):	12/08/2008, 05/13/2013, 12/14/2015
Reviewed Date(s):	12/01/1990, 01/08/1996, 05/08/2000, 12/13/2004, 12/08/2008, 05/13/2013, 12/14/2015, 02/11/2019
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to define the enrollment of children/adults with disabilities.

II. GENERAL STATEMENT

Moorhead Area Public Schools will provide special education instruction and services, either within the district or in another district, for all school-age individuals who are residents of the school district and who are identified with disabilities as set forth in Minn. Stat. 125A.02.

School-age means from birth until September 1 after the learner with a disability becomes 21 years of age and shall not extend beyond secondary school or its equivalent.

Legal References:

Minn. Stat. 125A.02 (Definition and Children with a Disability)
Minn. Stat. 125A.03 (Special Instruction for Children with a Disability)

Cross References:
Moorhead School Board Policy 502: Student Disability Nondiscrimination
Moorhead School Board Policy 602: Special Education Programs
Moorhead School Board Policy 603: Special Education Policies and Procedures

Activities Fundraising

Type:	School Board Policy
Section:	500 STUDENTS
Code:	544
Adopted Date:	4/8/1980
Revised Date(s):	05/11/2009, 05/08/2017, 09/11/2019, 09/19/2019
Reviewed Date(s):	04/23/1991, 05/13/1996, 02/12/2001, 07/02/2001, 04/11/2005, 05/11/2009, 05/08/2017, 09/11/2019, 06/20/2022, 06/21/2022
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide guidelines for student fundraising efforts.

II. GENERAL STATEMENT

The Moorhead School Board recognizes a desire and a need for fundraising by student organizations. The School Board also recognizes a need for some constraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public. The term "fundraising" encompasses activities which are designed to raise funds to support an educational program and which meet one of the following criteria:

1. involves a student group.
2. involves a community group and is characterized by one of the following:
a. takes place during school time,
b. utilizes school facilities or equipment, and
c. involves school personnel.
3. involves a school affiliation.

III. DEFINITIONS

A. Student Group or Student Organization is a group or organization comprised of one or more current district students, the members of which are limited to current district students and any district-assigned advisor(s).

B. District Sponsored is a student group or student organization that receives funding directly from the district, has a teacher or other district employee assigned to and overseeing its activities; is directly related to a class offered by the district (e.g. music, drama, art, choir, speech, etc.).

C. Student Activity is a program, presentation, or other events, other than a fundraising activity, conducted or sponsored by a district-sponsored student group or organization.

D. Fundraising Activity is any program or event conducted by or on behalf of a student group or student organization that has the primary purpose of raising money for the use of a student group, a student organization to pay for any part of student activity, or for approved donations.

IV. RESPONSIBILITIES

A. All fundraising must be approved in advance by the administration of the school and Activities

Director, if applicable, and will not start until approved by the ~~Executive Director of Human Resources and Operations~~ Assistant Superintendent of Business and Administrative Services utilizing the Fundraiser Approval Form (Administrative Procedure 544.1 and 544.3). Holding nonapproved activities shall be considered a violation of school district policy. It is the responsibility of the ~~Executive Director of Human Resources and Operations~~ Assistant Superintendent of Business and Administrative Services; to provide coordination of student fundraising throughout the school district as deemed appropriate.

B. Prior to conducting any fundraising for an activity which involves community solicitation, the student members of the fundraising organization and their parents/guardians must be notified of the educational purpose of the activity, the total cost of the activity, the total amount to be raised, and the anticipated profit. If the organization contemplates more than one fundraising activity, all such activities must be listed. If a ticket is sold or announcements posted, the printed message must state the purpose of the fundraising.

C. Fundraising activities during the school day should be limited in number and should not conflict with the regulations relating to food service programs as prescribed by the state and school district.

D. Activities should be avoided where the consumer feels compelled to purchase or the student feels compelled to sell the product or services. Door-to-door fundraising activities should be limited and discouraged. If door-to-door sales are conducted, students are expected to do so in a group of two or more students or be accompanied by a parent/guardian.

E. The school district expects all students who participate in approved fundraising activities to represent the school, the student organization, and the community in a responsible manner. All rules pertaining to student conduct and student discipline extend to student fundraising activities.

F. The school district expects all employees who plan, supervise, coordinate, or participate in student fundraising activities to act in the best interests of the students and to represent the school, the student organization, and the community in a responsible manner.

G. Funds raised by student groups shall be accounted for by each student organization in accordance with school district accounting procedures and Uniform Financial Accounting and Reporting System (UFARS) Manual, Chapter 14. The fundraising completion form (Administrative Procedure 544.3) shall be sent to the Executive Director of Human Resources and Operations; at the end of the fundraising activity.

H. All fundraising will be conducted in accordance with applicable laws and/or policies. Licenses must be obtained when necessary.

Money or other resources raised by the fundraising activity:

1. Must be used for the student group or students.

2. May purchase supplies, materials, or equipment which will become the property of the district;

3. Must follow UFARS and accounting procedures.

IV. ANNUAL REPORT

The Superintendent shall report to the School Board, at least annually, on the nature and scope of student fundraising activities approved pursuant to this policy.

Legal References:
Minn. Stat. 123B.36 (Authorized Fees)
UFARS Manual, Chapter 14 (Student Activity Accounting)
Minn. Stat. 120A.20, Subd. 1 (Age Limitations; Pupils)
Minn. Stat. 123B.09, Subd. 8 (Duties)

Cross References:
Moorhead School Board Policy 551: Student Discipline
Moorhead School Board Policy 904: Community Use of School Facilities and Equipment

High School Academic, Activity and Varsity Athletic Letters

Type:	School Board Policy
Section:	500 STUDENTS
Code:	545
Adopted Date:	3/24/1987
Revised Date(s):	02/09/2009, 06/09/2014, 06/12/2017, 09/19/2019, 10/15/2019
Reviewed Date(s):	05/08/1995, 03/27/2000, 02/28/2005, 02/09/2009, 06/09/2014, 06/12/2017, 06/20/2022
Attached Files:	No Documents Found.

L. PURPOSE

The purpose of this policy is to set criteria for awarding academic, athletic, or activity letters to recognize student motivation, incentive to achieve, ability, accomplishments, and/or contribution to a team effort.

II. GENERAL STATEMENT

Letters are awarded to students in recognition of their efforts in meeting the Moorhead Area Public Schools' mission statement: "To develop the maximum potential of every learner to thrive in a changing world." Guidelines for receiving a letter in academics, athletics and/or activities are listed in Administrative Procedure 545.1 and developed to ensure fairness and equity. Administrative and building policies shall ensure that written requirements are developed, available, and properly communicated to students and parents/guardians.

The guidelines for receiving a letter in athletics and/or activities will be listed by each head coach/activity advisor, kept in the activities office, and distributed at the first meeting of the activity or parent's/guardian's meeting.

Bullying Prohibition

Type:	School Board Policy
Section:	500 STUDENTS
Code:	578
Adopted Date:	3/8/2004
Revised Date(s):	05/12/2008, 06/13/2011, 06/11/2012, 07/14/2014, 06/08/2015, 06/13/2016, 05/02/2019, 07/15/2020, 06/20/2022
Reviewed Date(s):	05/12/2008, 06/13/2011, 06/11/2012, 07/14/2014, 06/08/2015, 06/13/2016, 05/08/2017, 05/29/2018, 06/10/2020, 06/15/2021, 06/20/2022, 06/21/2022
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to set forth the goal of Moorhead Area Public Schools in preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT

A safe and civil environment is needed for students to learn and attain high academic standards and promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The Moorhead Area Public Schools cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

B. No teacher, administrator, volunteer, contractor, or other employees of the school district shall permit, condone, or tolerate bullying.

C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, bully, or a witness of bullying is prohibited.

E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's Student Discipline Policy 551 and Administrative Procedures 551.1: Discipline Procedures, 551.2 Tennessen Warning and 551.3 Notice of Suspension Form. The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;

2. The levels of harm, surrounding circumstances, and nature of the behavior;

3. Past incidences or past or continuing patterns of behavior;

4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including a letter of deficiency, letter of ~~discipline~~ disciplinary action, termination, or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

G. The Moorhead Area Public Schools will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employees of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website, or forum, transmitted through a computer, cell phone, or other electronic devices. The term applies to prohibited conduct ~~which~~ that occurs on school premises, on school district property, at school functions or activities, on school transportation, on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

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

D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.

H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to the appropriate school district officials (teachers, administrators, coaches/advisors, and other employees). A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial

responses.

B. The Moorhead Area Public Schools encourages the reporting party or complainant to use the report form (Administrative Procedure 578.1: Bullying Report Form) available from the administrator or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

C. In each school building the building administrator, the administrator's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to the school district human rights officer (Assistant Superintendent of Business and Administrative Services ~~human resources director~~) or the Superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

D. A teacher, school administrator, volunteer, contractor, or other school employees shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.

G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

A. Upon receipt of a complaint or report of bullying or other prohibited conduct, the Moorhead Area Public Schools shall promptly begin an investigation of bullying, cyberbullying, harassment, or intimidation report within three school days. ~~, and make t~~ The building report taker will be responsible for the investigation. ~~and~~ any resulting record. ~~and~~ for keeping and or regulating access to any record.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.

C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the Student Discipline Policy 551, and procedures (551.1, 551.2, and 551.3) and other applicable school district policies; and applicable regulations.

E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the Superintendent and/or director of human resources and operations, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.

G. The Moorhead Area Public Schools will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

H. The Moorhead Area Public Schools is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s)/guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

I. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The Moorhead Area Public Schools will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employees of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct who provides information about the bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to

appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

A. The Moorhead Area Public Schools shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. The school district shall require ongoing professional development, consistent with Minn. Stat. 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;

2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;

3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;

4. The incidence and nature of cyberbullying; and

5. Internet safety and cyberbullying.

C. The Moorhead Area Public Schools annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct. Information is available on the district website at www.moorheadschools.org.

D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying and other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;

2. Partner with parents and other community members to develop and implement prevention and intervention programs;

3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;

4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the school's primary contact person;

5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct, and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by the inclusion of all or applicable parts of its protection and privacy of pupil records (Protection and Privacy of Student Records Policy 504) in the student handbook.

VIII. NOTICE

A. The Moorhead Area Public Schools will give annual notice of this policy to students, parents or guardians, and staff, and a summary of this policy shall appear in the student handbook.

B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the Student Discipline Policy 551 distributed to parents at the beginning of each school year.

E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the School Board shall annually review and revise this policy. The policy shall be made consistent with Minn. Stat. 121A.031 and other applicable law. Revisions shall be made in

consultation with students, parents, community organizations, parent-teacher advisory councils, ~~Superintendent's Advisory Council~~, Policy Review Committee, and the Instruction and Curriculum Advisory Committee.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. 120B.232 (Character Development Education)
Minn. Stat. 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. 121A.031 (School Student Bullying Policy)
Minn. Stat. 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. § 124D.10 Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. 99.1-99.67 (Family Educational Rights and Privacy)

Cross References:
MSBA Model Policy 514 (Bullying Prohibition Policy)
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults
Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy
Moorhead School Board Policy 551: Student Discipline
Moorhead School Board Policy 552: Corporal Punishment
Moorhead School Board Policy 504: Protection and Privacy of Student Records
Moorhead School Board Policy 501: Equal Educational Opportunity
Moorhead School Board Policy 503: Student Parental, Family and Marital Status Nondiscrimination
Moorhead School Board Policy 571: Hazing Prohibition
Moorhead School Board Policy 555: Notification to Staff Regarding Placement of Students with Violent Behaviors
Moorhead School Board Policy 721: Student Transportation Safety
Moorhead School Board Policy 731: Moorhead Area Public Schools Electronic Network and Systems Responsible Use and Safety
Moorhead School Board Policy 502: Student Disability Nondiscrimination
Moorhead School Board Policy 448: Electronic Communications Between Employees and Students

School District System Accountability

Type:	School Board Policy
Section:	600 EDUCATION PROGRAMS
Code:	616
Adopted Date:	8/26/2002
Revised Date(s):	05/11/2009, 06/14/2010, 06/13/2011, 05/14/2012, 02/23/2015, 06/12/2017, 05/29/2018, 06/13/2019, 03/19/2020, 02/17/2021, 11/16/2021, 06/20/2022
Reviewed Date(s):	11/10/2003, 06/13/2005, 06/11/2007, 05/12/2008, 05/11/2009, 06/14/2010, 06/13/2011, 05/14/2012, 02/23/2015, 06/12/2017, 05/29/2018, 03/19/2020, 01/20/2021, 02/17/2021, 12/15/2021
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding implementation of state and federal laws.

II. GENERAL STATEMENT

Implementation of state and federal laws will require a new level of accountability for the Moorhead Area Public Schools. The school district also will establish a system to review and improve instruction, curriculum and assessment which will include substantial input by students, parents/guardians and local community members. The school district is accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

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

C. "World's Best Workforce" means striving to: meet school readiness goals; have all third-grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school, and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The Moorhead School Board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and the Every Student Succeeds Act (ESSA). The broad goals shall be reviewed annually and approved by the School Board. The School Board shall adopt annual

goals based on the recommendations of the Instruction and Curriculum Advisory Committee (ICAC).

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

B. System for Reviewing All Instruction and Curriculum

Incorporated in the process is the analysis of the school district's progress toward implementation of the Minnesota Academic Standards (Administrative Procedure 601.1: Moorhead Area Public Schools ESSA/Academic Standards Curriculum Review Cycle). Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, and principal evaluations under Minn. Stat. 123B.147, Subd. 3, and teacher evaluations under Minn. Stat. 122A.40, Subd. 8, or 122A.41, Subd. 5.

C. Implementation of Graduation Requirements

1. ICAC shall advise the School Board on the implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of this committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually. The ICAC Committee will serve as the Advisory Committee for Comprehensive Continuous Improvement of Student Achievement.

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

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

D. Comprehensive Continuous Improvement of Student Achievement

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

2. ICAC, working in cooperation with other committees of the school district (technology, grade level, curriculum and assessment committees, etc.) will provide active community participation in:

a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Academic Standards;

b. Identifying annual instruction and curriculum improvement goals for recommendation to the School Board;

c. Making recommendations regarding the evaluation process that is used to measure school district progress toward its goals;

3. The ICAC shall meet the following criteria:

a. The advisory committee shall ensure active community participation in all planning for instruction and curriculum affecting graduation standards.

b. The advisory committee shall make recommendations to the School Board on school district-wide standards, assessments and program evaluation.

c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

d. A local process shall be used for developing a plan for assessment of student progress toward the academic standards as well as program evaluation data for use by the advisory committee in the instruction and curriculum review process. This plan shall annually be approved by the School Board.

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

a. Assistant superintendent of teaching and learning ~~and accountability~~

b. Building administrator

c. School Board member, representative, and alternate

d. Two high school student representatives

e. Elementary teacher, secondary teacher, special education teacher, and teacher representing gifted and talented

f. Two parents/guardians from each school

g. Two representatives of senior citizens

h. Two representatives of higher education

i. Representatives reflecting the diversity of the community

j. One clergy representative

5. Translation services should be provided to the extent appropriate and practicable.

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

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

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

September to May: Review evaluation results and prepare recommendations.

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

D. Evaluation of Student Progress Committee

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

E. Educational Planning and Assessment System

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

F. Reporting. Consistent with Minn. Stat. 120B.36, Subd. 1, the School Board shall publish a report in the newspaper with the largest circulation in the district, by mail or by electronic means on the school district website. The School Board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The School Board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies about their connection to and level of satisfaction with the school. The school district shall include the results of this evaluation in its summary report to the Commissioner.

Legal References:
Minn. Stat. 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. 120B.018 (Definitions)
Minn. Stat. 120B.11 (School District Process)
Minn. Stat. 120B.128 (Educational Planning and Assessment System (EPAS) Program)
Minn. Stat. 120B.35 (Student Achievement Levels)
Minn. Stat. 120B.36 (School Accountability; Appeals Process)
Minn. Stat. 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. 123B.04 (Site Decision Making Agreement)
Minn. Stat. 123B.147, Subd. 3 (Principals)
Minn. Rules Part 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. 6301, *et seq.* (Every Student Succeeds Act (ESSA))

Cross References:
MSBA/MASA Model Policy 616 (School District System Accountability)
Moorhead School Board Policy 104: Mission Statement
Moorhead School Board Policy 231: Instruction and Curriculum Advisory Committee
Moorhead School Board Policy 601: Curriculum and Instruction Goals of Moorhead Area Public Schools
Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy

Moorhead School Board Policy 652: Staff Development for Minnesota Academic Standards and the Every Student Succeeds Act (ESSA)
Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards
Moorhead School Board Policy 656: Testing Accommodations, Modifications, and Exemptions for IEPS, Section 504 Plans and LEP Students
Moorhead School Board Policy 660: Moorhead Area Public Schools State Mandated Testing Plan and Procedure

Equal Access to Moorhead Area Public Schools Facilities

Type:	School Board Policy
Section:	~~700 NON-INSTRUCTIONAL OPERATIONS AND BUSINESS SERVICES~~ 800 BUILDING AND SITES
Code:	~~702~~ 803
Adopted Date:	6/23/2003
Revised Date(s):	02/09/2009, 12/10/2012, 05/08/2017
Reviewed Date(s):	03/16/2005, 01/14/2008, 02/09/2009, 12/10/2012, 05/08/2017, 12/12/2019, 06/21/2022
Attached Files:	No Documents Found.

I. PURPOSE

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

II. GENERAL STATEMENT

A. The policy of the Moorhead Area Public Schools is not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.

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

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

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

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

1. influence the form or content of any prayer or other religious activity;

2. require any person to participate in prayer or other religious activity;

3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;

4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;

5. sanction meetings that are otherwise unlawful;

6. limit the rights of groups of students based on the size of the group;

7. abridge the constitutional rights of any person.

III. DEFINITIONS

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

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

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

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

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

IV. FAIR OPPORTUNITY CRITERIA

Secondary schools in this school district shall uniformly provide that:

A. A meeting held pursuant to this policy is voluntary and student-initiated;

B. There is no sponsorship of the meeting by the school or its agents or employees;

C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;

D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and

E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

V. PROCEDURES

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

1. All activities or meetings must comply with existing policies, regulations, and procedures that govern the operation of school-sponsored activities.

2. The activities or meetings are voluntary and student-initiated. The building administrator may require assurances of this fact.

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

1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for the discipline of an individual student and grounds for a particular group to be

denied access.

2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.

3. The groups must comply with school policies, regulations, and procedures governing school-sponsored activities.

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

D. The building administrator has the responsibility to:

1. Keep a log of application information.

2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.

3. Note the condition of the facilities and equipment before and after use.

4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.

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

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

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

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

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

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

20 U.S.C. 7905 (Boy Scouts of America Equal Access Act)
Board of Educ. of Westside Community Schools v. Mergens, 496 U.S. 226, 1105 S.Ct. 2356 (1990)
Good News Club v. Milford Central School, 533 U.S. 98, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001)
Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1, 690 F.3d996 (8th Cir. 2012)
Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist. 728, 599 F.Supp. 2d 1136 (D. Minn. 2009)

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

Moorhead School Board Policy 551: Student Discipline
MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)
MSBA Service Manual, Chapter 13, School Law Bulletin "O" (Equal Access Act)

Accounting

Type:	School Board Policy
Section:	700 NON-INSTRUCTIONAL OPERATIONS AND BUSINESS SERVICES
Code:	702
Adopted Date:	6/20/2022
Revised Date(s):	
Reviewed Date(s):	06/20/2022, 06/21/2022
Attached Files:	No Documents Found.

New Policy

I. PURPOSE

The purpose of this policy is to adopt the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts provided for in guidelines adopted by the Minnesota Department of Education.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to comply with the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts.

III. MAINTENANCE OF BOOKS AND ACCOUNTS

The school district shall maintain its books and records and do its accounting in compliance with the Uniform Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in the guidelines adopted by the Minnesota Department of Education and in compliance with applicable state laws and rules relating to reporting of revenues and expenditures.

IV. PERMANENT FUND TRANSFERS

Unless otherwise authorized pursuant to Minn. Stat. § 123B.80, as amended, or any other law, fund transfers shall be made in compliance with UFARS and permanent fund transfers shall only be made in compliance with Minn. Stat. §123B.79, as amended, or other applicable statutes.

V. REPORTING

The school board shall provide for an annual audit of the books and records of the school district to assure compliance of its records with UFARS. Each year, the school district shall also provide for the publication of the financial information specified in Minn. Stat. §123B.10 in the manner specified therein.

Legal References: Minn. Stat. § 123B.02 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)

Annual Audit

Type:	School Board Policy
Section:	700 NON-INSTRUCTIONAL OPERATIONS AND BUSINESS SERVICES
Code:	703
Adopted Date:	6/20/2022
Revised Date(s):	
Reviewed Date(s):	06/21/2022
Attached Files:	No Documents Found.

New Policy

I. PURPOSE

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with the law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

II. GENERAL STATEMENT OF POLICY

The policy of Moorhead Area Public Schools is to comply with all laws relating to the annual audit of the books and records of the school district.

III. REQUIREMENT

A. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed-upon services.

B. After the close of each fiscal year, the books, records, and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.

C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minn. Stat. § 123B.14, Subd. 7.

D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.

E. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act, and the Minnesota Legal Compliance Audit Guide issued by the Office of the State Auditor.

F. The school board must approve the audit report by resolution or require a further or amended report.

G. The administration shall report to the school board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.

H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in Minn. Stat. Ch. 6.

Legal References: Minn. Stat. Ch. 6 (State Auditor)
Minn. Stat. § 123B.02 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)
Minn.Stat. § 123B.77, Subds. 2 and 3 (Audited Financial Statements; Statement for Comparison and Correction)

Cross References: MSBA/MASA Model Policy 702 (Accounting)
MSBA Service Manual, Chapter 7, Education Funding

Student Activity Accounting

Type:	School Board Policy
Section:	700 NON-INSTRUCTIONAL OPERATIONS AND BUSINESS SERVICES
Code:	714
Adopted Date:	6/20/2022
Revised Date(s):	
Reviewed Date(s):	06/21/2022
Attached Files:	No Documents Found.

New Policy

I. PURPOSE

The school board recognizes the need to provide alternative paths to learning, skill development for its students, and activities for student enjoyment. It also understands its commitment to and obligation for assuring maximum accountability for public funds and student activity funds. For these reasons, the school board will assume control over and/or oversee funds for student activities as set forth in this policy.

II. GENERAL STATEMENT OF POLICY

A. Curricular and Cocurricular Activities

The school board shall take charge of, control over, and account for all student activity funds that relate to curricular and cocurricular activities.

B. Extracurricular Activities

The school board shall take charge of and control over all student activity accounting that relates to extracurricular activities.

C. Non-Student Activities

In overseeing student activity accounts under this policy, the school board shall not maintain or account for funds generated by non-students including, but not limited to, convenience funds of staff members, booster club funds, parent-teacher organization or association funds, or funds donated to the school district for specified purposes other than student activities.

III. DEFINITIONS

A. Cocurricular Activity

A "cocurricular activity" means those portions of the school-sponsored and directed activities designed to provide opportunities for students to participate in such experiences on an individual basis or in groups, at school and at public events, for improvement of skills (i.e., interscholastic sports, band, etc.). Cocurricular activities are not offered for school credit, cannot be counted toward graduation, and have one or more of the following characteristics:

They are conducted at regular and uniform times during school hours, or at times established by school authorities;

They are directed or supervised by instructional staff in a learning environment similar to that found in courses offered for credit; and

They are partially, primarily, or totally funded by public moneys for general instructional purposes under direction and control of the school board.

B. Curricular Activity

A "curricular activity" means those portions of the school program for which credit is granted, whether the activity is part of a required or elective program.

C. Extracurricular (Noncurricular/Supplementary) Activity

An "extracurricular (noncurricular/supplementary) activity" means all direct and personal services for students for their enjoyment that are managed and operated under the guidance of an adult or staff member. Extracurricular activities have all of the following characteristics:

1. They are not offered for school credit nor required for graduation;

2. They generally are conducted outside school hours or, if partly during school hours, at times agreed by the participants and approved by school authorities;

3. The content of the activities is determined primarily by the student participants under the guidance of a staff member or other adult.

D. Public Purpose Expenditure

A "public purpose expenditure" is one which benefits the community as a whole, is directly related to the functions of the school district, and does not have as its primary objective the benefit of private interest.

IV. MANAGEMENT AND CONTROL OF ACTIVITY FUNDS

A. Curricular and Cocurricular Activities

1. All money received on account of cocurricular activities shall be turned over to the treasurer, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.

2. The treasurer shall account for all revenues and expenditures related to curricular and cocurricular activities in accordance with the Uniform Financial Accounting and Reporting Standards (UFARS) and school district policies and procedures.

B. Extracurricular Activities

1. Any and all costs of extracurricular activities may be provided from school revenues.

2. All money received or expended for extracurricular activities shall be recorded in the same manner as other revenues and expenditures of the school district and shall be turned over to the treasurer, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.

3. The treasurer shall account for all revenues and expenditures related to extracurricular activities in accordance with UFARS and school district policies and procedures.

4. All student activity funds will be collected and expended:

a. in compliance with school district policies and procedures;
b. under the general direction of the principal and with the participation of students and faculty members who are responsible for generating the revenue;
c. in a manner which does not produce a deficit or an unreasonably large accumulation of money to a particular student activity fund;
d. for activities which directly benefit the majority of those students making the contributions in the year the contributions were made whenever possible; and
e. in a manner which meets a public purpose.

5. Activity accounts of a graduated class will be terminated prior to the start of the school year following graduation. Any residual money from a graduating class activity fund will remain in the general fund and may be used for any school district purpose. Prior to depositing such accounts, all donations or gifts accepted for the specific purpose of the student activity account shall be administered in accordance with the terms of the gift or donation and school district policy.

V. DEMONSTRATION OF ACCOUNTABILITY

A. Annual External Audit

The school board shall direct its independent certified public accountants to audit, examine, and report upon student activity accounts as part of its annual school district audit in accordance with state law.

B. Fundraiser Report

The administration will prepare a fundraising report semi-annually which will be reviewed by the school board in May and November. The report will list the activity, type of fundraisers, timing, purpose, and results.

Legal References:
Minn. Stat. § 123B.02, Subd. 6 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.15, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 123B.35 (General Policy)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 123B.38 (Hearing)
Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)
Minn. Stat. § 123B.52 (Contracts)

Fund Balance

Type:	School Board Policy
Section:	~~800 BUILDINGS AND SITES~~ 700 Operations and Business Services
Code:	~~802~~ 715
Adopted Date:	1/26/2009
Revised Date(s):	06/27/2011, 06/25/2018
Reviewed Date(s):	06/27/2011, 12/15/2014, 06/25/2018, 06/21/2022
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to ensure the financial stability of the Moorhead Area Public Schools, to provide a sound basis to justify a strong financial rating, and to provide a reserve enabling the school district to deal with unforeseen budget expenditures and revenue shortfalls.

II. GENERAL STATEMENT

The policy of this school district is to classify its fund balances based on the nature of the particular net resources reported in the separate funds of the district. The district will report fund balances in compliance with reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB). To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

III. DEFINITIONS

A. "Assigned" fund balance amounts are comprised of unrestricted funds constrained by the school district's intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district's intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.

B. "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the School Board and that remain binding unless removed by the School Board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.

C. "Enabling legislation" means legislation that authorizes a school district to assess, levy, charge or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.

D. "Fund balance" means the arithmetic difference between the assets and liabilities reported in a school district fund.

E. "Nonspendable" fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term

receivables, non-financial assets held for resale or the permanent principal of endowment funds.

F. "Restricted" fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.

G. "Unassigned" fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted and committed fund balances exceed the total net resources of that fund.

H. "Unrestricted" fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

IV. CLASSIFICATION OF FUND BALANCES

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

V. MINIMUM FUND BALANCE

A. The School Board will endeavor to maintain a minimum unassigned General Fund balance of at least 25% of the district's General Fund operating budget. When the unassigned General Fund balance is projected to decrease below 17% of the General Fund budget, the district shall initiate one or more of the following measures to ensure that the year-end General Fund unassigned balance for the budget year in question does not fall below 17%:

1. Reduce expenditures through implementation of cost containment measures.

2. Seek opportunities to increase revenue. Consider fee increases where appropriate. Examine options to increase enrollment.

3. If permitted by state law, request from voters additional revenue through an increase in the operating referendum or other financial options.

4. A combination of the above.

B. When the fund balance in the General Fund budget approaches 17%, the district shall implement other budget control measures that do not adversely affect delivery of instructional programs.

C. The Fund Balance policy shall also apply to the administration of the Food Service Operating Fund and the Community Education Fund with proper consideration and adjustment to conform with reserve limits established by statute.

Please refer to Administrative Procedure 802.1: Fund Balance Procedures.

VI. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the school district will strive

to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

VII. COMMITTING FUND BALANCE

A majority vote of the School Board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

VIII. ASSIGNING FUND BALANCE

The School Board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the Superintendent or designee. Assignments so made shall be reported to the School Board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the School Board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IX. REVIEW

The School Board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

Legal Reference:
Statement No. 54 of the Governmental Accounting Standards Board

Cross Reference:
MSBA/MASA Model Policy 714 (Fund Balances)

Complimentary Athletic Season Passes/Single Event Passes

Type:	School Board Policy
Section:	~~800 BUILDINGS AND SITES~~ 700 Non-Instructional Operations and Business Services
Code:	~~832~~ 716
Adopted Date:	3/31/1995
Revised Date(s):	06/11/2007, 04/11/2011, 09/11/2019, 10/15/2019
Reviewed Date(s):	08/12/2002, 06/11/2007, 04/11/2011, 06/12/2017, 09/11/2019, 06/21/2022
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of the policy is to provide guidance on the distribution of complimentary passes.

II. GENERAL STATEMENT

In order to encourage staff attendance at athletic activities and to acknowledge the contributions of community members, Moorhead Area Public Schools has established the following criteria for issuing complimentary athletic passes/single event passes.

III. SEASON PASSES

Moorhead Area Public School District staff and School Board members will be provided complimentary passes for regular-season home athletic events. Yearly employment shall be verified through the Human Resource Department at the beginning of the school year.

A. Staff photo identification (ID) cards would be required for admittance to any regular season contest. ID cards are nontransferable. Any district staff member with a current Moorhead photo ID would be admitted.

B. Complimentary passes do not provide admittance to post-season contests or non-athletic events.

C. If a school employee wishes to include a spouse on the season pass at a reduced rate, the employee must contact the Activities Office.

D. Residents of the school district who are 65 years of age or older will be given a Senior Citizen pass upon request. Requests must be made in person at the Activities Office and identification will be required. The pass is limited to regular-season home athletic events (non-tournaments).

E. The Activities Office may provide complimentary season passes to media representatives covering Moorhead contests.

F. The Activities Office may provide a limited number of season passes for those individuals providing supportive services. A list of those receiving season passes will be maintained in the Activities Office.

IV. SINGLE EVENT PASSES

A. The Activities Office may designate a game as Youth Night where students attending Moorhead Area

Public Schools may be admitted to a game at no charge. The Activities Office will coordinate the criteria for admittance.

B. The Activities Office may provide a limited number of single-event passes for those individuals providing supportive services. A list of those receiving single event passes will be maintained in the Activities Office.

Disposition of Obsolete Equipment and Material

Type:	School Board Policy
Section:	800 BUILDINGS AND SITES
Code:	~~833~~ 802
Adopted Date:	8/8/1978
Revised Date(s):	02/12/2007, 04/11/2011, 06/13/2019
Reviewed Date(s):	03/27/1990, 03/22/1994, 05/11/1998, 06/23/2003, 02/12/2007, 04/11/2011, 04/11/2016, 06/21/2022
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide guidelines for the Superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT

Effective use of school building space and consideration for safety of personnel may at times require disposal of obsolete equipment and material.

III. DEFINITIONS

A. "Contract" means an agreement entered into by the Moorhead Area Public School District for the sale of supplies, materials or equipment.

B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The Superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the Moorhead School Board. The Superintendent shall be authorized to properly dispose of used books, materials and equipment deemed to have little or no value.

B. Contracts over $175,000

1. If the value of the equipment or materials is estimated to exceed $175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the School Board shall deem necessary.

2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in

determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

4. In the case of identical high bids from two or more bidders, the School Board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the School Board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the School Board may readvertise.

5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.

6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts from $25,000 to $175,000

If the amount of the sale is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts $25,000 or Less

If the amount of the sale is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, at the discretion of the School Board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district in any 12-month period. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers.

A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contacts if it is disposing of surplus school computers and related equipment by conveying the property and title to:

1. another school district;

2. the state department of corrections;

3. the board of trustees of Minnesota State Colleges and Universities; or

4. the family of a student residing in the district whose total family income meets the federal definition of poverty.

If surplus computers are not disposed of as described above in Paragraph 1, upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablets devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available the school must first qualify students whose families are eligible for free or reduced-priced meals and then dispose of the remaining computers or tablets by lottery.

Legal References:
Minn. Stat. 15.054 (Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty)
Minn. Stat. 123B.29 (Sale of School Building at Auction)
Minn. Stat. 123B.52 (Contracts)
Minn. Stat. 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. 645.11 (Published Notice)
Minn. Stat. 13.591 (Business Data)

Public Gifts to the School District

Type:	School Board Policy
Section:	~~800 BUILDINGS AND SITES~~ 700 Non-instructional Operations and Business Services
Code:	~~834~~ 706
Adopted Date:	2/13/1979
Revised Date(s):	05/12/2008, 12/12/2011
Reviewed Date(s):	05/01/1990, 09/26/1994, 02/08/1999, 04/12/2004, 05/12/2008, 12/12/2011, 04/11/2016, 06/21/2022
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide guidelines for the acceptance of gifts by the Moorhead School Board.

II. GENERAL STATEMENT

It is the policy of Moorhead Area Public Schools to accept gifts only in compliance with state law. Please refer to Administrative Procedure 834.1 for the criteria used to examine and evaluate offers of gifts to the school district.

III. ACCEPTANCE OF GIFTS

The School Board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The School Board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether the gift should be accepted or rejected.

IV. GIFTS OF REAL OR PERSONAL PROPERTY

The School Board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

V. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the School Board agrees to accept a bequest, donation, gift, grant, or device which contains preconditions, conditions, or limitations on use, the School Board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed-upon terms.

On behalf of the School Board, a letter of appreciation shall be sent to the donor(s).

Legal References:
Minn. Stat. 123B.02, Subd. 6 (Bequests, Donations, Gifts)
Minn. Stat. 465.03 (Gifts to Municipalities)

Public Distribution of Materials in Moorhead Area Public Schools

Type:	School Board Policy
Section:	900 SCHOOL DISTRICT - COMMUNITY RELATIONS
Code:	906
Adopted Date:	6/23/2003
Revised Date(s):	01/08/2007, 12/12/2011, 05/02/2019, 05/09/2019
Reviewed Date(s):	01/08/2007, 12/12/2011, 06/13/2016, 06/21/2022
Attached Files:	No Documents Found.

I. PURPOSE

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

II. GENERAL STATEMENT

A. Moorhead Area Public Schools intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting, within the limitations and provisions of this policy. Moorhead Area Public Schools reserves the right to edit or to refuse any materials submitted.

B. To provide for the orderly and non-disruptive distribution of materials, the School Board adopts Administrative Procedure 906.1 and Administrative Procedure 906.2.

III. DEFINITIONS

A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.

B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.

C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

E. "Minor" means any person under the age of eighteen (18).

F. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

G. "School activities" means any activity sponsored by the school, including but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.

H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

IV. VIOLATION OF POLICY

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, law enforcement will be called.

Legal References:
U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Doe v. South Iron R-1 School District, 498 F.3d 878 (8th Cir. 2007)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)

Cross References:
Moorhead School Board Policy 544: Activities Fund Raising
Moorhead School Board Policy 506: Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees