



**MOORHEAD**  
**AREA PUBLIC SCHOOLS**

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

**January 26, 2026**  
**6:00 PM**

**Live Stream Link:** [https://www.youtube.com/watch?v=2\\_eWhLoNz4M](https://www.youtube.com/watch?v=2_eWhLoNz4M)

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

<b>BOARD MEMBERS:</b> Lorilee Bergin, Director	Scott Steffes, Director
Cassidy Bjorklund, Vice-Chair	Matt Valan, Director
Melissa Burgard, Clerk	Keith Vogt, Treasurer
David Marquardt, Chair	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

Suggested Resolution: Move to approve the agenda as presented/revised.

Moved by:  
Seconded:  
Discussion:

- E. Public Forum

The Public Forum will be open for up to thirty (30) minutes for public comment on an agenda item. Individuals who wish to speak during the Public Forum have submitted a written request by 1:00 p.m. on the meeting day. The School Board Chair will call speakers to the microphone and recognize one speaker at a time. Each speaker can speak for up to three (3) minutes. 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. Approval of the January 12, 2026, Regular School Board Meeting Minutes and Closed Session Minutes

### **B. BUSINESS AND ADMINISTRATIVE SERVICES - Dr. Kristin Dehmer**

1. January Claims
2. Change of Contract
3. Resignations
4. New Employee

### **CONSENT AGENDA RESOLUTION**

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

Moved by:

Seconded:

Discussion:

## **3. NEW BUSINESS**

### **A. Approval of the School Resource Officer Agreement With the City of Moorhead: Steve Moore**

Suggested Resolution: Move to approve the School Resource Officer Agreement between Moorhead Area Public Schools, ISD# 152, and the City of Moorhead as presented.

Moved by:

Seconded:

Discussion:

**B. Moorhead Area Public Schools Safety and Security Audit Presentation: Steve Moore**

Suggested Resolution: Presentation

**C. Resolution Directing Administration to Make Recommendations for Reduction in Programs and Positions: Dr. Kristin Dehmer**

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

Moved by:  
Seconded:  
Discussion:

**D. Resolution Accepting Donations: Dr. Kristin Dehmer**

Suggested Resolution: Move to accept the donations presented, and direct administration to send a thank-you letter.

Moved by:  
Seconded:  
Discussion:

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

Suggested Resolution: First Reading of policies 212, 305, 401, 406, 612, 630, 905, 921, and 922.

**4. SUPERINTENDENT UPDATES**

**5. CLOSE MEETING**

Closed Meeting

Suggested Resolution: Move to close the public meeting at \_\_\_\_ p.m., pursuant to Minnesota Statutes, 13D.05, subdivision 3(d), to discuss and receive security briefings and reports on buildings, security systems, and infrastructure.

Moved by:  
Seconded:  
Discussion:

**6. OPEN MEETING**

Open Meeting

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

Moved by:

Seconded:  
Discussion:

**7. ADJOURNMENT**

Suggested Resolution: Move to approve adjournment of the January 26, 2026 School Board Meeting at \_\_\_\_ p.m.

Moved by:  
Seconded:  
Discussion:



Superintendent of Schools

**Memo S.26.038C**

TO: School Board

FROM: Dr. Brandon Lunak, Superintendent of Schools

DATE: 01/19/2026

RE: Approval of the January 12, 2026, Regular School Board Meeting Minutes and Closed Session Minutes

Please find attached the minutes of the January 12, 2026, School Board meeting and Closed Session for approval.

Suggested Resolution: Move to approve the January 12, 2026, School Board Meeting minutes and Closed Session minutes as presented

BL:dmb

ATTACHMENTS:

01.12.26 Regular meeting minutes 01.12.26 Closed Session minutes

**REGULAR MEETING MINUTES  
SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT 152  
MAPS OPERATIONS CENTER  
12 January 2026**

**CALL TO ORDER:** On January 12, 2026, the School Board of Moorhead Area Public Schools #152 held its regular meeting at the MAPS Operations Center Board Room 600. Chair Steffes called the meeting to order at 6:00 p.m., with David Marquardt, Lorilee Bergin, Cassidy Bjorklund, Melissa Burgard, Matt Valan, and Keith Vogt in attendance. Administrators present: Dr. Brandon Lunak, Dr. Jeremy Larson, Dr. Kristin Dehmer, Duane Borgeson, Brenda Richman, Dan Markert, and Steve Moore. **The Pledge of Allegiance** was recited. **Preview of Agenda:** Superintendent Lunak recommended approval of the agenda as revised. Revision: Move NEW BUSINESS Item A. Resolution Ratifying the Issuance and Sale of General Obligation School Building Refunding Bonds, 2026A, after the Public Forum to accommodate the presenter.

**Approval of the Agenda:** **ACTION:** *Vogt moved, seconded by Bjorklund, to approve the agenda as revised. Upon a vote, the motion passed unanimously.*

**Public Forum:** Two speakers addressed the school board  
Speaker A: community member/ contract negotiations  
Speaker B: teacher representative/ contract negotiations

Due to an audience disturbance, Chair Steffes called for a 5-minute recess of the meeting at 6:08 p.m.

Chair Steffes reconvened the meeting at 6:13 p.m.

**NEW BUSINESS:**

**Resolution Ratifying the Issuance and Sale of General Obligation School Building Refunding Bonds 2026A:** Matt Hammer, Ehlers Inc. representative, joined the meeting remotely to present the Sale Day Report of the General School Building Refunding Bonds, Series 2026A. The recommendation was for the school Board to ratify the award of sale of \$34,525,000 General Obligation School Refunding Bonds, Series 2026A. **ACTION:** *Burgard moved, seconded by Bjorklund, to approve the Resolution Ratifying the Issuance and Sale of General Obligation School Building Bonds, Series 2026A, in*

*the aggregate principal amount of \$34,535,000 as presented—no further discussion. Upon a vote, the motion passed unanimously.*

**ORGANIZATION OF THE SCHOOL BOARD:** Chair Steffes facilitated the election of the Chair, with the new Chair facilitating the remainder of the meeting.

**Chair: ACTION:** Bjorklund nominated Marquardt for the Office of the Chair. Bergin nominated Bjorklund for the Office of the Chair. Bjorklund withdrew her nomination. Nominations closed. Marquardt is the only candidate for the Office of the Chair. A vote was taken, and Marquardt was elected as Chair 6-1. Bjorklund - yea, Burgard - yay, Valan - yea, Steffes - yea, Vogt - yea, Marquardt - yea, Bergin - nay. Steffes declared Marquardt elected Chair and directed the recording secretary to record the minutes accordingly.

**Vice-Chair: ACTION:** Burgard nominated Bjorklund for the Office of Vice-Chair. Steffes nominated Valan for the Office of Vice-Chair. Valan withdrew his nomination. Nominations closed. Bjorklund is the only candidate nominated for the office of Vice-Chair. Marquardt declared Bjorklund elected by acclamation and directed the recording secretary to record in the minutes.

**Treasurer: ACTION:** Bergin nominated Vogt for the Office of the Treasurer. Nominations closed. Vogt is the only candidate nominated for Treasurer. Marquardt declared Vogt elected by acclamation and directed the recording secretary to record in the minutes.

**Clerk: ACTION:** Burgard nominated Valan for the Office of the Clerk. Vogt nominated Burgard for the Office the Clerk. Valan withdrew his nomination. Nominations closed. Burgard is the only candidate nominated for the office of the Clerk. Marquardt declared Burgard elected by acclamation and directed the recording secretary to record in the minutes.

**ACTION:** *Vogt moved, seconded by Steffes, to approve the following slate of officers for the one-year term (2026) on the Moorhead School Board. Marquardt - Chair, Bjorklund - Vice-Chair, Burgard - Clerk, and Vogt - Treasurer. Upon a vote, the motion passed unanimously.*

**School Board Committee Appointments:** After discussion, Chair Marquardt made one change to the School Board Standing Committees. Activities Advisory Council Vogt will be the board liaison with Valan, moving to alternate. Marquardt was removed from the alternate. Other Standing Committee board liaisons remained the same.

**Set Meeting Dates, Times, Location: ACTION:** *Vogt moved, seconded by Steffes to approve the meeting of the school board at 6:00 p.m. in the MAPS Operation Center Board Room 600 on the second and fourth Monday of each month, except for a change of day to Tuesday, May 26, 2026, due to the Memorial Day holiday, and one meeting during June, July, and August. The summer meetings would occur on June 15, 2026; July 20, 2026; and August 17, 2026, with one meeting in December (December 14, 2026). Bergin suggested moving the meetings to the first and third Mondays of the month to avoid conflicts with Moorhead Council meetings. Board discussion followed. A vote was taken. Motion carried 6-1. Vogt - yea, Steffes - yea, Marquaedt - yea, Bjorklund - yea, Burgard - yea, Valan- yea, and Bergin - nay.*

**CONSENT AGENDA:** The following items were enacted under one resolution: December 15, 2025, meeting minutes, Change of Contract, Resignations, Termination, and New Employees. **ACTION:** *Bergin moved, seconded by Steffes, to approve the Consent Agenda as presented. Upon a vote, the motion passed unanimously.*

## **NEW BUSINESS**

**Band and Orchestra Major Magnitude Trip Request:** Anthony Eddleston and Pam Redlinger presented information on a proposed Major Magnitude Field Trip for MHS Band and Orchestra students to Orlando, Florida, in March 2027. **ACTION:** *Steffes moved, seconded by Bjorklund, to approve the Major Magnitude Field Trip for MHS Band and Orchestra students to travel to Orlando, Florida, in March 2027. Upon a vote, the motion passed unanimously.*

**Energy Program Update:** Steve Moore, executive director of operations and emergency management, provided an update on the MAPS energy program. Moore briefed the school board on the FY26 Initiatives, Results, 3-year Energy Data, and next steps. Board discussion followed.

**2026 eRate Category 1 Internet Bandwidth Award:** Dan Market, executive director of technology, presented the bids for renewing the expiring Category 1 Ethernet-delivered circuit that provides internet bandwidth to MAPS buildings. The recommendation is to award the Category 1 Contract to Midco Business of Sioux Falls, SD. **ACTION:** *Vogt moved, seconded by Bergin to approve the eRate Category 1 contract with Midco Business of Sioux Falls, SD, for 10 Gigabits per second of Internet bandwidth as well as 100 external IP addresses at a cost of \$960 per month for a contract term length of 60 months beginning on July 1, 2026. Upon a vote, the motion passed unanimously.*



**2026 eRate Category 1 Leased Dark Fiber Bid Award:** Dan Markert presented the bids to renew the expiring Category 1 Leased Dark Fiber network, connecting Dorothy Dodds Elementary and Vista Center for Education to Moorhead High School. The recommendation is to award 702 Communications the 120-month Dark Fiber Lease for 6 strands of fiber. **ACTION:** *Bergin moved, seconded by Steffes, to approve the eRate Category 1 contract with 702 Communications Inc. of Moorhead, MN, for 6-strands of leased Dark Fiber to connect Dorothy Dodds Elementary and Vista Center of Education school sites to Moorhead High School at a cost of \$550 per month for a contract term length of 120 months beginning on July 1, 2026. Upon a vote, the motion passed unanimously.*

**Close Meeting: ACTION:** *Bergin moved, seconded by Steffes, to close the public meeting at 7:11 p.m., pursuant to Minnesota Statutes, section 13D.03, for the purpose of discussing negotiations. Upon a vote, the motion passed unanimously.*

*A five-minute recess would take place until the start of the closed session.*

**Open Meeting: ACTION:** *Bergin moved, seconded by Bjorklund, to open the public meeting at 7:54 p.m. Upon a vote, the motion passed unanimously.*

## **NEW BUSINESS CONTINUED**

**Food and Nutrition Services Master Agreement:** Dr. Kristin Dehmer, Assistant Superintendent of Business and Administrative Services, presented the new two-year contract negotiated with Food and Nutrition Services employees, effective July 1, 2025, through June 30, 2027. Language revisions were made to the contract. The financial statement for the two-year contract is as follows:

Year	Cost	% Increase
2025-26	\$34,917	3.62%
2026-27	\$27,701	2.77%
TOTAL	\$62,618	6.39%

**ACTION:** *Steffes moved, seconded by Bergin, to approve the Food and Nutrition Services Master Agreement for 2025-2026 with the language changes and total cost as presented.*

**SUPERINTENDENT UPDATES:** MSBA Leadership Conference information

**ADJOURNMENT: ACTION:** *Vogt moved, seconded by Bjorklund, to approve the adjournment of the January 12, 2026, School Board meeting at 7:58 p.m. Upon a vote, the motion passed unanimously.*

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Melissa Burgard, Clerk  
Deb Becker, Recording Secretary

January 26, 2026  
Date Approved

**CLOSED SESSION MINUTES  
SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT 152  
MAPS OPERATIONS CENTER  
12 JANUARY 2026**

The School Board of Moorhead Area Public Schools #152 met in closed session at 7:11 p.m. on Monday, January 12, 2026, at the MAPS Operations Center, Board Room 600, 1313 30th Avenue South, for the purpose of discussing negotiations.

The following individuals were in attendance: Lorilee Bergin, Cassidy Bjorklund, Melissa Burgard, Scott Steffes, David Marquardt, Matt Valan, Keith Vogt, Deb Becker, Superintendent Lunak, Dr. Jeremy Larson, Dr. Kristin Dehmer, and Dan Markert.

At 7:54 p.m., Bergin moved, seconded by Bjorklund, to open the public meeting. Upon a vote being taken, the motion passed unanimously.

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Melissa Burgard, Clerk  
Deb Becker, Recording Secretary

January 26, 2026  
Date Approved



**MOORHEAD**  
**AREA PUBLIC SCHOOLS**

Business and Administrative  
Services

**Memo ASBA.26.081R**

TO: Dr. Brandon M. Lunak, Superintendent

FROM: Dr. Kristin Dehmer, Assistant Superintendent of Business and Administrative Services

DATE: 01/19/2026

RE: January Claims

The January Claims are as follows:

General Fund	\$3,013,004.73
Food Service Fund	\$419,624.94
Community Service Fund	\$25,288.66
Debt Redemption	\$1,525.00
<u>Student Activities Fund</u>	<u>\$48,177.95</u>
Total	\$3,507,621.28

The January Construction Claims are as follows:

Building Construction	<u>\$1,228,501.73</u>
Total	\$1,228,501.73

The December Wire Claims are as follows:

General Fund	\$3,330,623.67
Food Service Fund	\$3,872.32
Community Service Fund	\$4,176.56
Debt Redemption	\$9,341,840.63
Internal Service Fund	\$1,147,444.20
Student Activities Fund	\$26,785.16

<u>Post Employ Irrevocable Trust</u>	<u>\$32,758.34</u>
Total	\$13,887,500.88

Suggested Resolution: Move to approve the January claims, subject to audit, in the amount of \$3,507,621.28 , the January construction claims, subject to audit, in the amount of \$1,228,501.73 , the December wire payment, subject to audit, in the amount of \$13,887,500.88

KLD:mam

ATTACHMENTS:

None



**MOORHEAD**  
AREA PUBLIC SCHOOLS

Business and Administrative  
Services

**Memo ASBA.26.077C**

TO: Dr. Brandon M. Lunak, Superintendent

FROM: Dr. Kristin Dehmer, Assistant Superintendent of Business and Administrative Services

DATE: 01/21/2026

RE: Change of Contract

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

**Erica Manzella**

Accountant, Operations Center, \$40.04 per hour to Director of Human Resources, Operations Center, \$113,147 per year effective February 16, 2026 (replaces Ashley Evans).

Suggested Resolution: Move to approve the change of contract for Erica Manzella as presented.

KLD:jph

ATTACHMENTS:  
None



Business and Administrative  
Services

**Memo ASBA.26.080C**

TO: Dr. Brandon M. Lunak, Superintendent

FROM: Dr. Kristin Dehmer, Assistant Superintendent of Business and Administrative Services

DATE: 01/21/2026

RE: Resignations

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

**Kendall Gray**

Lunchroom Supervisor, Ellen Hopkins Elementary School, Effective January 22, 2026.

**Marsha Jorgenson**

Food Server, Moorhead High School Career Academy, effective February 4, 2026.

**Sarah Shellito**

Paraprofessional, Robert Asp Elementary School, effective January 20, 2026.

**LeeAnn Tweten**

Paraprofessional, S.G. Reinertsen Elementary School, effective January 19, 2026.

Suggested Resolution: Move to accept the resignation of Kendall Gray, Marsha Jorgenson, Sarah Shellito and LeeAnn Tweten as presented.

KLD:jph

ATTACHMENTS:

None



TO: Dr. Brandon M. Lunak, Superintendent

FROM: Dr. Kristin Dehmer, Assistant Superintendent of Business and Administrative Services

DATE: 01/21/2026

RE: New Employee

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

**Amelia Adank**

General Education Paraprofessional, Robert Asp Elementary School, \$20.79 per hour, effective February 2, 2026 (new staff as approved).

**Taylor Miller**

Paraprofessional, 0.8 FTE, Early Intervention Services, \$21.46 per hour, effective January 26, 2026 (replaces Lisa Meyer).

**Katherine Murlen**

Paraprofessional, Horizon Middle School West Campus, \$19.85 per hour, effective January 20, 2026 (replaces Jesus Torres).

**Hannah Phonethep**

Lunchroom Supervisor/Crossing Guard, S.G. Reinertsen Elementary School, \$18.77 per hour, effective February 2, 2026 (replaces Fatuma Hassan).

**Eddie Small**

Lunchroom Supervisor, Ellen Hopkins Elementary School, \$18.77 per hour, effective January 20, 2026 (replaces Kendall Gray).

Suggested Resolution: Move to approve the employment of Amelia Adank, Taylor Miller, Katherine Murlen, Hannah Phonethep and Eddie Small as presented.

KLD:jph



ATTACHMENTS:  
None



Operations and Emergency  
Services

**Memo EDOE.26.009R**

TO: Dr. Brandon M. Lunak, Superintendent

FROM: Steve Moore, Executive Director of Operations and Emergency Services

DATE: 01/19/2026

RE: Approval of the School Resource Officer Agreement With the City of Moorhead

A new School Resource Officer (SRO) Services Agreement with the City of Moorhead is required to renew the partnership between Moorhead Area Public Schools (MAPS) and the Moorhead Police Department. MAPS desires to have three (3) Moorhead Police Department SRO's available to serve Horizon Middle School, Moorhead High School, and the Moorhead elementary schools. The City agrees to provide said services in exchange for reimbursement for costs associated with the SRO's pursuant to the terms and conditions of the Agreement.

Recommend the School Board approve a resolution to approve the SRO services agreement with the City of Moorhead, as attached.

Suggested Resolution: Move to approve the School Resource Officer Agreement between Moorhead Area Public Schools, ISD# 152, and the City of Moorhead as presented.

SM:dmb

ATTACHMENTS:  
2025-2026 School Resource Officer Agreement



# Moorhead Police Department

911 11<sup>th</sup> St N

Moorhead, MN 56560

218.299.5120 | [www.moorheadpolice.com](http://www.moorheadpolice.com)



## MEMORANDUM

**TO:** Dr. Brandon Lunak; Moorhead School Board

**FROM:** Chief Chris Helmick

**DATE:** 01.20.2026

**RE:** Renewal of School Resource Officer (SRO) Services Agreement

The Moorhead Police Department's School Resource Officer (SRO) program has been a cornerstone of our partnership with Moorhead Area Public Schools, promoting safety and fostering positive engagement within the school community. The current SRO Services Agreement is due for renewal, and we hope the district will agree to the updated terms so we can continue this beneficial program. Maintaining the SRO program is a top priority for our department, and we will remain committed to sustaining a strong, collaborative relationship with Moorhead Area Public Schools.

This memo provides an overview of terms of the updated agreement.

### **Term:**

Initial term of **three years**, with option for two one-year extensions upon mutual consent.

### **SRO Duties:**

- Foster positive school climate and relationships.
- Protect students, staff, and visitors from criminal activity.
- Serve as liaison between law enforcement and school officials.
- Advise on safety drills and facility vulnerabilities.
- Educate on law enforcement topics.
- Enforce criminal laws (not school discipline).

### **Cost Sharing:**

- City and District each pay **50% of salary and benefits** for the assigned SROs, based on the law enforcement pay schedule (the share for each is estimated at \$171,000 for 2026).
- Annual lump sum payment is due by December 31.
- City will incur the cost of all uniforms and equipment.

**Operational Details:**

- SROs remain City employees under Police Department supervision.
- District provides secure, visible office space in schools to facilitate positive interactions.
- After-school coverage is available upon request by the School District at actual cost.

We appreciate your consideration of the updated agreement, and we hope you find the terms favorable. The Moorhead Police Department values its strong partnership with Moorhead Area Public Schools, and we look forward to strengthening this relationship into the future. Your approval of this agreement will ensure that shared commitment to maintain safety positive engagement in our schools continues without interruption.

## **SCHOOL RESOURCE OFFICER SERVICES AGREEMENT**

**THIS SCHOOL RESOURCE OFFICER SERVICES AGREEMENT** (the “Agreement”) is made and entered into this 26th day of January, 2026 (the “Effective Date”), by and between the City of Moorhead, a Minnesota Home Rule Charter City, whose address is 403 Center Avenue, Moorhead, MN 56561-0779 (“City”), and Independent School District No. 152 (Moorhead Area Public Schools), an independent school district created and existing under the laws of the State of Minnesota, whose address is 1313 30th Avenue South, Moorhead, MN 56560-4624 (“District”), which are referred to herein individually as a “Party,” and collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, the District desires to have three (3) Moorhead Police Department School Resource Officers (the “School Resource Officers”) available to serve Horizon Middle School, Moorhead High School, and the Moorhead elementary schools; and

**WHEREAS**, the City agrees to provide said services in exchange for reimbursement for costs associated with the School Resource Officers; and

**WHEREAS**, the District agrees to reimburse the City for costs associated with the School Resource Officers pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Parties recognize that the School Resource Officers are independent of the District and do not intend this Agreement to create any type of employment relationship, agency, or joint venture.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### **AGREEMENT**

1. **Purpose.** The intent of this Agreement is to establish a framework under which the District will reimburse the City for the costs associated with the School Resource Officers and for the City to establish the procedures that will govern services provided by the School Resource Officers. The District shall not have any role in developing or establishing the procedures that govern the conduct or services provided by the School Resource Officers, and at all times, the School Resource Officers shall retain their independence as licensed peace officers in the State of Minnesota.
2. **Duties.**
  - a. Pursuant to Minn. Stat. § 626.8482, the School Resource Officers’ duties include, but are not necessarily limited to, the following:
    - i. Fostering a positive school climate through relationship building and open communication;

- ii. protecting students, staff, and visitors to the school grounds from criminal activity;
    - iii. serving as a liaison from law enforcement to school officials;
    - iv. providing advice on safety drills;
    - v. identifying vulnerabilities in school facilities and safety protocols;
    - vi. educating and advising students and staff on law enforcement topics; and
    - vii. enforcing criminal laws.
  - b. School Resource Officers must not use force or the authority of their office solely to enforce rules or policies or participate in the enforcement of discipline for violations of school rules.
  - c. Nothing in this Section (i) limits any other duty or responsibility imposed on peace officers; (ii) limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or (iii) creates a duty for School Resource Officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.
3. **Term.** The initial term of this Agreement is three (3) years, commencing on the Effective Date and expiring on June 30th, 2028, unless terminated sooner as provided herein. Upon expiration of the initial term, this Agreement may be extended for two (2) additional, consecutive one (1) year terms upon written consent by both Parties.
4. **Termination.** This Agreement may be terminated by either Party upon thirty (30) days' written notice to the other Party.
5. **Services Provided.** City shall provide District with three (3) School Resource Officers who will serve at Moorhead Area Public Schools during regular school hours, during the regular school year.
6. **Rights and Obligations.**
- a. Cooperation. The Parties shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties agree in good faith to undertake the resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.
  - b. Compliance with Legal Requirements. The Parties agree to comply with all legal requirements in effectuating this Agreement. Where provisions of this Agreement conflict with the requirements of law, the latter shall control.

7. **Procedures/Fees.**

- a. Compensation. The City and the District shall each be responsible for fifty percent (50%) of the costs associated with the services provided under this Agreement. Such costs shall be determined in accordance with the base pay schedule set forth in the Memorandum of Understanding by and between the City and Law Enforcement Labor Services, Inc., dated January 1, 2025. These payments shall be made in a single lump sum payment on or before December 31, annually.
  - b. Interest. Failure of the District to compensate the City within thirty (30) days after payment is due may result in the City charging interest at the rate of eighteen percent (18%) per annum or the amount permitted by law.
  - c. Early Termination. If this Agreement is terminated before expiration of the initial term or any subsequent term, District agrees to pay City the proportionate amount of the payment and reimbursement previously described based on the termination date.
8. **Regular Hours and Overtime.** The School Resource Officers shall generally be present at District locations during regular weekly school hours at the school to which they are assigned. The School Resource Officers may be required to leave the school location for court, preparation of police reports, traffic enforcement as it relates to the school, or response to police emergencies. If the District desires to have a School Resource Officer attend after-school activities, it shall notify the City, and the City may invoice the actual costs associated with after-school activities to the District.
9. **Service as Moorhead Police Officer.** City and District agree that the School Resource Officers shall be employees of the City. The School Resource Officers shall report to the Chief of Police, and all City employment policies, hours of work, equipment, discipline procedures, and other matters related to employment shall be the sole responsibility of City. At no time shall School Resource Officers enforce District administrative policies. During all times, each School Resource Officer shall retain his/her status as a Moorhead Police Officer, and all of the powers, authority, and responsibilities of said position shall be vested in the School Resource Officers. No School Resource Officer may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no School Resource Officer may make any representation to the contrary. The City maintains full control over each School Resource Officer it employs and is solely responsible for all employment and administrative functions related to its employees, including but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance, and any labor disputes or grievances.
10. **Workers' Compensation.** Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue the other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if

the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

11. **Uniforms and Equipment.** City shall provide the School Resource Officers with the uniforms and equipment necessary to perform his/her duties set forth in this Agreement.
12. **Damage to Equipment.** Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.
13. **Office Space.** The District shall provide and maintain dedicated, secure office space for each School Resource Officer assigned to District facilities pursuant to this Agreement. The office space shall be located in a high-visibility, high-traffic area of the school facility to promote accessibility, relationship-building, and positive interaction with students, staff, and visitors. The office space shall include restricted access controls sufficient to ensure School Resource Officer safety, confidentiality, and compliance with applicable criminal justice information security requirements. The District shall be responsible for ensuring the office space remains available and compliant throughout the term of this Agreement.
14. **Governmental Immunity.** The City, its employees, and School Resource Officers do not waive governmental immunity by entering into this Agreement and specifically retain any and all immunities and defenses pursuant to Minn. Stat. § 466.04, or a waiver or any available immunities or defenses, and all other applicable law.
15. **Liability.** For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of a Party are deemed to be employees (as defined in Minn. Stat. § 466.00, subd. 6) of that Party. Under no circumstances shall a Party, irrespective of whether it may have waived the limit of liability set forth in Minn. Stat. Ch. 466, be required to pay on behalf of itself or the other Party, any amounts in excess of the limits on liability established in Minn. Stat. Ch. 466 applicable to any one (1) Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for each Party.
16. **Notices.** Any notice, request, or other communication which any Party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if sent to the addresses sent below:

If to the City:                      City of Moorhead, Minnesota  
   Attn: Dan Mahli, City Manager  
   P.O. Box 779  
   Moorhead, Minnesota 56561-0779

If to the District:                  Moorhead Area Public Schools  
   Attn: \_\_\_\_\_  
   1313 30<sup>th</sup> Avenue South  
   Moorhead, Minnesota 56560-4624



17. **Merger Clause.** This Agreement constitutes the entire agreement by and between the Parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either Party hereto.
18. **No Forbearance.** 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.
19. **Written Amendment Required.** No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing signed by the Party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the Parties thereto under and pursuant to this Agreement.
20. **Grammatical Construction.** Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.
21. **Severability Clause.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
22. **Agreement Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns.
23. **Representation.** The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other Parties.
24. **Minnesota Law Applies.** This Agreement shall be controlled by the laws of the State of Minnesota, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of Minnesota.
25. **Change in Law.** In the event, that there is a change of law, including but not limited, to legislative amendments to existing law, court decisions, administrative agency rules/regulations and/or new Minnesota Attorney General interpretive guidance/opinions in regard to the immunity and protections currently set forth in Minnesota Law for Officers serving as School Resource Officers, the City may terminate this Agreement upon five (5) business days written notice to District that a change of law has occurred.

26. **Execution of Counterparts.** This Agreement may be executed in counterparts with both City and District having a fully executed counterpart.
27. **Effective Date.** This Agreement is deemed effective upon the date of the last signature appearing below.
28. **Electronic Signatures.** The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. 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.

**IN WITNESS WHEREOF,** the Parties executed this Agreement on the dates written below.

*[Signatures appear on the following pages.]*

**CITY OF MOORHEAD:**

By: \_\_\_\_\_  
Michelle (“Shelly”) A. Carlson, Mayor

By: \_\_\_\_\_  
Dan Mahli, City Manager

ATTEST:

By: \_\_\_\_\_  
Christina Rust, City Clerk

**INDEPENDENT SCHOOL DISTRICT  
NO. 152 (Moorhead Area Public Schools):**

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

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



TO: Dr. Brandon M. Lunak, Superintendent

FROM: Steve Moore, Executive Director of Operations and Emergency Services

DATE: 01/19/2026

RE: Moorhead Area Public Schools Safety and Security Audit Presentation

The Zeal Education Group will present the results of the MAPS Safety and Security Audit. The presentation will be split up between an open session and a closed session. Dr. Jack Zamary and Mr. Mark Pompano will present for the Zeal Education Group and will start the open session by providing the overview, timeline of the process, purpose and scope, and methodology used. The audit was an extensive process involving comprehensive site visits, artifact reviews, focus groups, interviews and surveys with staff, students, and parents.

The School Board and administration will go into a closed session, pursuant to Minnesota Statute 13D.05, subdivision 3(d), to discuss and receive overall security briefings and reports on buildings, security systems, and infrastructure.

Suggested Resolution: Presentation

SM:dmb

ATTACHMENTS:  
Presentation

The background of the slide is a photograph of the Moorhead Area Public Schools Operations Center. The building is a modern, two-story structure with a curved facade and large glass windows. The name "MOORHEAD AREA PUBLIC SCHOOLS OPERATIONS CENTER" is visible in large, raised letters on the upper part of the building. The entrance area is visible, with a sign that says "Public Entrance" and a door marked with the number "2". The building is set against a clear blue sky.

# **Moorhead Area Public Schools**

# **Security Audit Presentation**

January 2026

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# Zeal Team



**Dr. Jeff Melendez**  
Founder & CEO  
Zeal Education Group



**Dr. Jack Zmary**  
Senior Associate  
Zeal Education Group



**Dr. Dino Coronado**  
Senior Associate  
Zeal Education Group

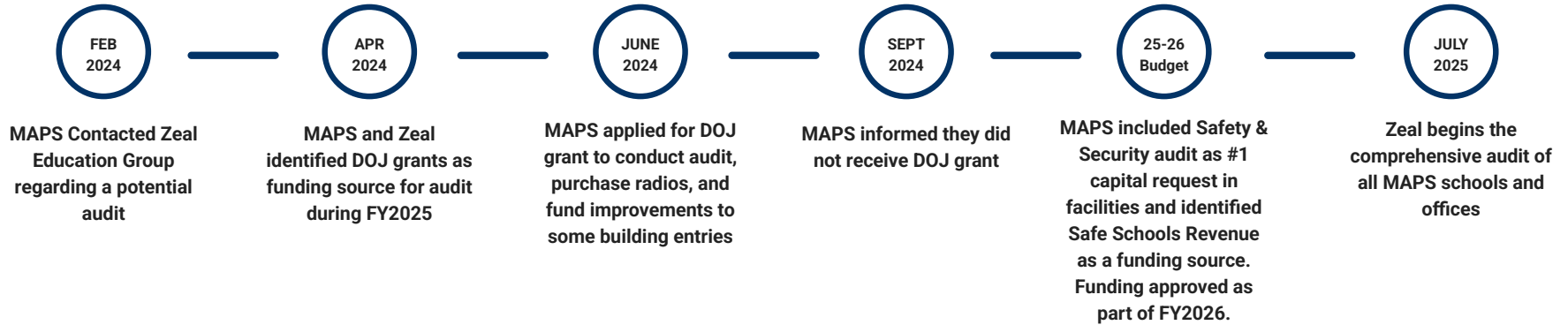


**Dr. Mike Zarchin**  
Associate  
Zeal Education Group



**Mr. Mark Pompano**  
Associate  
Zeal Education Group

# Timeline



# Purpose and Scope

To identify and assess the strengths, vulnerabilities, and potential areas of improvement for the Moorhead Area Public Schools

- **Define** a clear methodology for conducting an assessment of all buildings
- **Select** data-gathering tools
- **Analyze** emerging themes and trends
- **Share** findings





# Methodology

- Site Visits
- Staff Survey  
(ThoughtExchange)
- Focus Group/Interviews
- Artifact Review



# Limiting Access From SchoolSafety.gov:

SchoolSafety.gov

About

Topics

Tools and Resources

Search



## About the community

SchoolSafety.gov is offering school safety staff a secure way to share safety plans called “Safety and Emergency Planning for Schools.” Our goal is to allow schools to share safety plans and information, compare policies, and learn from each other. Given the focused nature of this community, membership will be limited to individuals representing the following groups with a direct connection to school safety and/or school safety-specific roles and responsibilities:

- State-level staff (e.g., state school safety centers/offices, state departments of education/instruction)
- District-level school staff (e.g., superintendents, district administrators)
- School-level school staff (e.g., principals, school administrators)
- School Resource Officers, school emergency managers, and school safety planners
- Local law enforcement



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We restrict access to members from these groups only and vet new users to ensure that they are actively involved in school safety planning. In this community, you can securely view and share sensitive documents such as school safety plans, emergency operations plans, and other emergency preparedness documents.

SCHOOL CLIMATE & SAFETY

# Districts Rethink Availability of Data on School Security

By [Sean Cavanagh](#) & Kathleen Kennedy Manzo — October 19, 2004 ⌚ 9 min read



The news was vague, possibly months old, and transmitted from halfway around the world, but it eventually arrived in school districts in Florida, Michigan, Oregon, and other states with the urgency of a fire alarm: A man detained in Iraq was found with computer disks containing information about crisis planning, emergency procedures, and possibly even floor plans for several U.S. schools.

# Limiting access from national safety standards:

- 5.1 f Access to information on building operations, schematics, procedures, detailed drawings, and specifications is controlled and available only to authorized personnel.  
(National Clearinghouse for Educational Facilities Safe School Facilities Checklist).
- The next portion of this presentation will be in closed session.



**MOORHEAD**  
AREA PUBLIC SCHOOLS

Business and Administrative  
Services

**Memo ASBA.26.082R**

TO: Dr. Brandon M. Lunak, Superintendent

FROM: Dr. Kristin Dehmer, Assistant Superintendent of Business and Administrative Services

DATE: 01/21/2026

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

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

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

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

KLD:jph

ATTACHMENTS:  
Resolution

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

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

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

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

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

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

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

voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**NOTE:**

\* To be used where decrease in expenditures is reason.

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



TO: Dr. Brandon M. Lunak, Superintendent

FROM: Dr. Kristin Dehmer, Assistant Superintendent of Business and Administrative Services

DATE: 01/19/2026

RE: Resolution Accepting Donation

Attached please find the resolution accepting donations. The School Board, pursuant to Minnesota Statutes 123B.02, gratefully accepts the following donations as identified below.

Donor	Donation	Value	Designated Purpose
ABM Technology Group	Monetary	\$500.00	ABM Technology Group
Atchison Companies LLC	Monetary	\$2,000.00	Moorhead High School Student Activities
Grand Junction LLC	Monetary	\$1,000.00	Moorhead High School Girls Wrestling
American Legion Post 21	Monetary	\$250.00	Spud Closet
Moorhead Vikingland Kiwanis	Monetary	\$460.31	Homeless Services
Scott and Susan Ellingson	Monetary	\$25.00	Homeless Services
Peter Jungva Larson	Monetary	\$100.00	Homeless Services
AC & Elizabeth Borgen	Monetary	\$1,000.00	Homeless Services
Moorhead Vikingland Kiwanis	Monetary	\$50.00	Homeless services
Mark Rice	Equipment	\$1,450.00	Moorhead Orchestra Program
Moorhead Spud Athletic Booster Club	Monetary	\$1,500.00	Two Fan Buses
Christopher and Valerie Kellen	Monetary	\$100.00	Horizon Middle School Service Project

Heather Nesemeier	Winter Gear	\$380.00	coats (10), hats (7) scarves (3), gloves (2)
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Suggested Resolution: Move to accept the donations presented and direct administration to send a thank you letter.

KLD:mam

ATTACHMENTS:  
Resolution Accepting Donations



## RESOLUTION ACCEPTING DONATIONS

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: “The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.” and

WHEREAS, Minnesota Statutes 465.03 provides: “Any city, county, school district or town may accept a grantor devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members. Expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of Moorhead Area Public Schools, ISD 152, gratefully accepts the following donations as identified below:

DONOR	ITEM	DESIGNATED PURPOSE
ABM Technology Group	Monetary	ABM Technology Group
Atchison Companies LLC	Monetary	Moorhead High School Student Activities
Grand Junction LLC	Monetary	Moorhead High School Girls Wrestling
American Legion Post 21	Monetary	Spud Closet
Moorhead Vikingland Kiwanis	Monetary	Homeless Services
Scott and Susan Ellingson	Monetary	Homeless Services
Peter Jungva Larson	Monetary	Homeless Services
AC & Elizabeth Borgen	Monetary	Homeless Services
Moorhead Vikingland Kiwanis	Monetary	Homeless services
Mark Rice	Equipment	Moorhead Orchestra Program
Moorhead Spud Athletic Booster Club	Monetary	Two Fan Buses
Christopher and Valerie Kellen	Monetary	Horizon Middle School Service Project

Heather Nesemeier	Winter Gear	Coats (10), Hats (7) Scarves (3), Gloves (2)
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The vote on the Adoption of the Resolution was as follows:

Voted in favor:

Voted against:

Absent:

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

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



Superintendent of Schools

**Memo S.26.039R**

TO: School Board

FROM: Dr. Brandon Lunak, Superintendent of Schools

DATE: 01/19/2026

RE: First Reading of Policies

Policy #	Policy Title	Revisions
212	<b>School Board Member Development</b>	No changes to policy; update of abbreviation.
305	<b>Policy Implementation</b>	No changes to policy.
401	<b>Equal Employment Opportunity</b>	Minor update to statute language and update to legal references.
406	<b>Employee Public and Private Personnel Data</b>	Revision to title to match MSBA policy. Minor update to language.
612	<b>Development of Parent Family Engagement for Title I Program</b>	Update to Section IV title and language. Update to legal references.
630	<b>Title I Governing Comparability</b>	Not an MSBA policy, recommend moving from policy to a procedure to support 102 Equal Educational Opportunity.
905	<b>Advertising</b>	Minor language updates
921	<b>Student Teachers and Interns</b>	Not an MSBA policy recommend removing from policy and add to MAPS Employee Handbook.
922	<b>Research Studies</b>	Update title to match MSBA policy. Move from 900 School District-Community Relations to 600 Educational Programs. Updates to language.

Suggested Resolution: First Reading of policies 212, 305, 401, 406, 612, 630, 905, 921, and 922.

BL:dmb

ATTACHMENTS:  
Policies - First Reading

**212 School Board Member Development**  
**Section: 200 School Board**  
**Code: 212**

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**I. PURPOSE**

The purpose of this policy is to recognize the need for continuing in-service training and development for its members and to encourage participation in professional development activities designed for them so that they may perform their responsibilities.

**II. GENERAL STATEMENT**

All Moorhead School Board members are encouraged to participate in School Board and related workshops and activities sponsored by the local, state and national school board associations, as well as in activities of other educational groups. Funds for participation at such meetings will be allocated in the Annual Operating Plan as approved by the School Board.

**III. OBLIGATIONS**

A. School Board members are expected to report back to the School Board and share materials of interest gathered at various meetings and workshops.

B. New School Board members will be provided the opportunity and encouraged to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School Board members shall receive training in school finance and management developed in consultation with MSBA.

C. Attendance and selection of School Board members to attend the annual **National School Board Association** (NSBA) meeting will be at the discretion of the School Board.

**IV. FUNDING**

A. Funds for participation at meetings will be allocated in the Annual Operating Plan as approved by the School Board.

B. Moorhead School Board members will be reimbursed for necessary expenses to attend meetings and conventions pertaining to school activities and objectives of the School Board within approved policy and budget allocations of the school district relating to reimbursement of expenses involving attendance at workshops and

conventions. (See Moorhead School Board Policy 412: Reimbursement for Travel, Professional Meetings and Conferences.)

C. If the School Board determines it is in the interest of the school district to have School Board members attend other non-association state or additional national conferences as a School Board representative, reimbursement of expenses by the school district must be approved by the School Board.

Legal References:

Minn. Stat. 123B.09 Subd. 2 (School Board Member Training)

Cross-References:

Moorhead School Board Policy 214: Out-of-State Travel by School Board Members  
Moorhead School Board Policy 412: Reimbursement for Travel, Professional Meetings and Conferences

MSBA/MASA Model Policy 212 (School Board Member Development)

MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)

MSBA/MASA Model Policy 412 (Expense Reimbursements )

**305 Policy Implementation**  
**Section: 300 Administration**  
**Code: 305**

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**I. PURPOSE**

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

**II. GENERAL STATEMENT OF POLICY**

A. It shall be the responsibility of the Superintendent to implement school district policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school district policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board governance committee for review.

B. Employee and student handbooks shall be subject to annual review and approval by the School Board.

C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the Superintendent or designee to assure compliance with school district policy and shall be approved by the School Board.

**Legal References:**

Minn. Stat. § 123B.143 (Superintendent)

**Cross References:**

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

Moorhead School Board Policy 208 Development, Adoption, and Implementation of Policies





## **401 Equal Employment Opportunity**

### **Section: 400 Employees/Personnel**

#### **Code: 401**

---

## **I. PURPOSE**

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

## **II. GENERAL STATEMENT**

A. The policy of Moorhead Area Public Schools is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status or veteran status. **Minnesota Statutes, section 363A.03, subdivision 44.** The school district also makes reasonable accommodations for employees with disabilities.

B. **The** Moorhead Area Public Schools prohibit the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to Moorhead School Board Policy 413 Prohibition of Harassment and Violence.

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

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

E. Any person having questions regarding this policy should discuss it with the executive assistant superintendent of business and administrative services.

## **III. REPRISAL**

**The** Moorhead Area Public Schools will discipline or take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination based on race, color, national origin, creed, religion, sex, sexual orientation, marital status, age, limited English proficiency, status with regard to public assistance, or disability toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or

participates in a proceeding or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

**Legal References:**

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

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

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

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

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

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

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

**Cross References:**

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

Moorhead School Board Policy 404: Employment Disability Nondiscrimination

Moorhead School Board Policy 405: Veteran's Preference Hiring

Moorhead School Board Policy 413: Prohibition of Harassment and Violence

MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

## **406 Employee Public and Private Personnel Data**

### **Section: 400 Employees/personnel**

**Code: 406**

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#### **I. PURPOSE**

The purpose of this policy is to provide guidance to school district employees ~~and the public~~ as to ~~information data~~ Moorhead Area Public Schools collects and maintains regarding its employees, volunteers, independent contractors, and applicants ("personnel").

#### **II. GENERAL STATEMENT**

A. All data on individuals collected, created, received, maintained or disseminated by the Moorhead Area Public Schools, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.

B. All other data on individuals is private or confidential.

#### **III. DEFINITIONS**

A. "Public" means the data is available to anyone who requests it.

B. "Private" means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the reasonable authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.

C. "Confidential" means the data is not public and is not accessible to the subject.

D. "Parking space leasing data" means the following government data on an applicant for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.

E. "Personnel data" means government data on individuals maintained because they are or were employees, applicants for employment, volunteers, or independent

contractors for the school district. Personnel data include data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations.

F. "Finalist" means an individual who is selected to be interviewed by the School Board for a position.

G. "Protected health information" means individually identifiable health information as defined in 45 Code of Federal Regulations, section 160.103, transmitted by electronic media, or transmitted or maintained in any other form or medium by a health care provider in connection with a transaction covered by 45 Code of Federal Regulations, Parts 160, 162, and 164. "Protected health information" excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer, and records regarding a person who has been deceased for more than fifty (50) years.

H. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

#### **IV. PUBLIC PERSONNEL DATA**

A. The following information on current and former employees, volunteers and independent contractors of the school district is public:

1. name;
2. employee identification number, which may not be the employee's Social Security number;
3. actual gross salary;
4. salary range;
5. terms and conditions of employment relationship;
6. contract fees;

7. actual gross pension;
8. the value and nature of employer-paid fringe benefits;
9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
10. job title;
11. bargaining unit;
12. job description;
13. education and training background;
14. previous work experience;
15. date of first and last employment;
16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in Minnesota Statutes section 13.43, subdivision 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. employee identification or badge number;

22. work-related continuing education;

23. honors and awards received; and

24. payroll timesheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of timesheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on applicants for employment or advisory board/committee is public:

1. veteran status;

2. relevant test scores, if any;

3. rank on eligible list, if any;

4. job history;

5. education and training; and

6. work availability.

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.

D. Applicants for appointment to a public body:

1. Data about applicants for appointment to a public body are private data on individuals except that the following are public:

a. name;

b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;

c. education and training;

d. employment history;

- e. volunteer work;
- f. awards and honors;
- g. prior government service;
- h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes section 15.0597; and
- i. veteran status.

2. Once an individual is appointed to a public body, the following additional items of data are public:

- a. residential address;
- b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
- c. first and last dates of service on the public body;
- d. the existence and status of any complaints or charges against an appointee; and
- e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding **paragraph item D. # 2 above**, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes section 13.43, subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes section 13.43, subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are

public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:

- (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or
- (2) Potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement.

**Data that is classified as private under another law is not made public by this provision.**

## **V. PRIVATE PERSONNEL DATA**

A. All other personnel data not listed in Section IV ~~is~~ **are** private **data and will not be otherwise released unless authorized by law.**

B. Data pertaining to an employee's dependents are private data **on individuals.**

C. Data created, collected or maintained by the school district to administer employee assistance programs are private.

D. Parking space leasing data with regard to data on individuals are private;

E. An individual's checking account number is private when submitted to a government entity.

F. Personnel data must be disseminated to labor organizations to the extent is necessary to conduct elections, investigate and process grievances, and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and Bureau of Mediation Services (BMS) to the extent of the dissemination is ordered or authorized by the Commissioner of the Bureau of Mediation Services. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.



Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.

H. The school district may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:

1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
2. a pre-petition screening team conducting an investigation of the employee under Minnesota Statutes section 253B.07, subdivision 1; or
3. a court, law enforcement agency, or prosecuting authority.

I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.

J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.

K. When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee's access to that data would:

1. threaten the personal safety of the complainant or a witness; or

2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

L. The school district must report to the Minnesota Professional Educator Licensing and Standards Board or the Board of School Administrators, which has jurisdiction over teacher's or administrator's license, as required by Minnesota Statutes section 122A.20, subdivision 2, and shall, upon written request from the licensing board having jurisdiction over license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding and, settlement or compromise, or any investigative file in accordance with Minnesota Statutes section 122A.20, subdivision 2.

M. Private personnel data shall be disclosed to the Department of Employment and Economic Development (DEED) for the purpose of administration of the reemployment insurance program under Minnesota Statutes Chapter 268.

N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education (MDE) under Minnesota State Chapter 260E, data that are relevant and collected by the facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.

O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if

(1) an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or

(2) the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must

release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes Chapter 13.

Data that are released under this paragraph must not include data on the student.

P. Data submitted by an employee to the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.

Q. Protected health information, as defined in 45 Code of Federal Regulations Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.

R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.

S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district, and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes section 122A.40, subdivision 13(b) or when the Commissioner of the Minnesota Department of Education (MDE) makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4 or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes section 13.41, subdivision 5, and must provide the Minnesota Professional Educator

Licensing and Standards Board and the licensing division at MDE with the necessary and relevant information to enable the Minnesota Professional Educator Licensing and Standards Board and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes section 123B.03, a school board or other school hiring authority must contact the Minnesota Professional Educator Licensing and Standards Board and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

## **VI. MULTIPLE CLASSIFICATIONS**

If data on individuals is classified as both private and confidential by Minnesota Statutes Chapter 13 or any other state or federal law, the data is private.

## **VII. CHANGE IN CLASSIFICATIONS**

The classification of data in the possession of the school district shall change if it is required to do so to comply with either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in possession of the disseminating or receiving agency.

## **VIII. RESPONSIBLE AUTHORITY**

The school district has designated the assistant superintendent of business and administrative services, telephone number 218/284-3355, as the authority responsible for personnel data.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

## **IX. EMPLOYEE AUTHORIZATION/RELEASE FORM**

An employee authorization form for release of information is included as Administrative Procedure 414.1: Employee Authorization for Release of Private Information Form.

**Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. 13.02 (Definitions)  
Minn. Stat. 13.03 (Access to Government Data)  
Minn. Stat. 13.05 (Duties of Responsible Authority)  
Minn. Stat. 13.37 (General Nonpublic Data)  
Minn. Stat. 13.39 (Civil Investigation Data)  
Minn. Stat. 13.41 (Licensing Data - Public Data)  
Minn. Stat. 13.43 (Personnel Data)  
Minn. Stat. 13.601, Subd. 3 (Officials Applicants for Employment)  
Minn. Stat. 15.0597 (Appointment to Multimember Agencies)  
Minn. Stat. 122A.20, Subd. 2 (Mandatory Reporting)  
Minn. Stat. 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)  
Minn. Stat. § 123B.03 (Background Check)  
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts)  
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)  
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)  
Minn. Stat. § 253B.07, (Judicial Commitment: Preliminary Procedures)  
Minn. Stat. 626.556, Subd. 7 (Reporting of Maltreatment of Minors)  
Minn. Stat. Ch. 268 (Unemployment Insurance)  
Minn. R. Pt. 1205 (Data Practices)  
P.L. 104-191 (HIPAA)  
45 C.F.R. Parts 160, 162 and 164 (HIPAA Regulations)

**Cross References:**

Moorhead School Board Policy 722: Public Data Requests  
Moorhead School Board Policy 416: Employee Drug and Alcohol Testing  
Moorhead School Board Policy 450: Health Examination  
Moorhead School Board Policy 426: Employee Assistance  
Moorhead School Board Policy 515: Protection and Privacy of Student Records  
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 722 (Public Data Requests)



**612 Development of Parent and Family Engagement for Title I Programs**  
**Section: 600 Education Programs**  
**Code: 612**

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**I. PURPOSE**

The purpose of this policy is to encourage and facilitate involvement by parents/guardians of students participating in Title I in the educational programs and experiences of students in the Moorhead Area Public Schools.

**II. GENERAL STATEMENT**

A. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parent/guardian involvement in relation to decisions about Title 1 services within the school district. The involvement of parents/guardians by the school district shall be directed toward both public and private school children whose parents/guardians are school district residents or whose children attend school within the boundaries of the school district.

B. The policy of the Moorhead Area Public Schools is to plan and implement, with meaningful consultation with parents/guardians of participating children, programs, activities, and procedures for the engagement of parents/guardians and families in its Title 1 programs.

C. The policy of the Moorhead Area Public Schools is to fully comply with 20 United States Code 6319 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents/guardians of children participating in Title 1 programs written parent/guardian and family engagement policies.

**III. DEVELOPMENT OF DISTRICT PARENT INVOLVEMENT PLAN**

A written parent/guardian and family engagement policy will be incorporated into Moorhead Area Public Schools Title 1 plan and will be distributed to parents/guardians of participating children. The policy will establish the expectations for meaningful parent/guardian involvement and describe how the school district will:

A. Involve parents/guardians and family members in the joint development of the district's Title 1 Parent Involvement Plan and the development of support and improvement plans;

B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the district in planning and implementing effective parent/guardian and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parent/guardians and family members in education;

C. Coordinate and integrate parent/guardian and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;

D. Conduct, with meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of the parent/guardian and family engagement plan in improving the academic quality of the schools served, including identifying barriers to greater participation by parents/guardians in parental/guardian involvement activities (with particular attention to parents/guardians who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background; the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;

E. Use the findings of the evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level parent/guardian and family engagement policies.

F. Involve parents/guardians in the activities of the schools., which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents/guardians or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent/guardian and family engagement plan.

#### **IV. DEVELOPMENT OF SCHOOL ~~TITLE 1-PLAN~~ LEVEL POLICY**

Each school will develop (or amend an existing parental involvement plan) jointly with, and distribute to, parents/guardians and family members of participating children a written parent/guardian and family engagement plan that shall describe the means for carrying out the federal requirements of parent/guardian and family engagement.



Parent/guardians shall be notified of the plan in an understandable and uniform format and, to the extent practicable, provided in a language the parent/guardians can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parent/guardians and the school.

A. The plan will describe the means by which each school with a Title 1 program will:

1. Convene an annual meeting at a convenient time, to which all parents/guardians of participating children shall be invited and encouraged to attend, to inform parents/guardians of their school's participation in Title I programs and to explain to parents of participating children the program, its requirements, and their right to be involved;
2. Offer a flexible number of meetings, such as meetings in the morning and evening, and may provide, with funds under Title 1, services to facilitate parental involvement.
3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of the parent/guardian involvement programs, including the planning, review, and improvement of the school parent/guardian and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parent/guardians in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parent/guardians of participating children;
4. Provide parents/guardians of participating children with timely information about Title 1 programs; school performance profiles as required by law and their child's individual student assessment results along with an interpretation of the results; a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by the parent/guardians the opportunity to make suggestions, and participate, as appropriate, in decisions relating to the education of their children, and, respond to any such suggestions as soon as practicably possible; and
5. If the school-wide program plan is not satisfactory to the parent/guardians of participating children, submit any parent/guardian comments on the school-wide plan when it is submitted to the school district.

B. As a component of this plan, each school shall develop with parents/guardians a school/parent compact which outlines how parents/guardians, staff, and students will

share the responsibility for improved student academic achievement and the means by which the school and parents/guardians will build and develop a partnership to help children achieve the state's high standards. The compact will:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;

2. Describe the ways each parent/guardian will be responsible for supporting their children's learning, by volunteering in the classroom, and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.

3. Address the importance of communication between teachers and parents/guardians on an on-going basis through the use of:

- a. Annual parent-teacher conferences to discuss the compact and the child's achievement;

- b. Progress reports to the parents/guardians; and

- c. Reasonable access to staff, opportunities to volunteer, participate, and observe in the child's classroom.

- d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that the family members can understand.

C. To ensure effective involvement of parents/guardians and to support a partnership among the school, parents/guardians, and community to improve student achievement, the plan will describe how each school and the school district will:

1. Provide assistance to participating parents/guardians in such areas as understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;

2. Provide materials and training to assist parents/guardians in working with their children to improve their children's achievement, such as, literacy training and using technology, as appropriate, to foster parental involvement;

3. Educate school staff, with the assistance of parents/guardians, in the value and contributions of parents/guardians and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between home and school;
4. Coordinate and integrate parental involvement programs and activities other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children, as is feasible and appropriate.
5. Ensure, to the extent possible, that information about school and parent/guardian meetings, programs, and activities is sent to the parent/guardians of participating children in a format and, to the extent practicable in the language used in the homes of the participating children; and
6. ~~May~~ **P** Provide **such** other reasonable supports for parental involvement as requested by parent/guardians.

~~D. To carry out the requirements of parent/guardian and family engagement, the Moorhead Area Public Schools will provide opportunities for the informed participation of parents/guardians and family members (including parent/guardians and family members with limited English proficiency or with disabilities, and parents/guardians and family members of migratory children) including providing information and school reports in a language and form that is understandable by the parents/guardians.~~

**The policy will also describe the process to be taken if the school district and school choose to:**

- 1. Involve parents/guardians in the development of training for school staff to improve the effectiveness of such training;**
- 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted.**
- 3. Pay reasonable and necessary expenses associated with parental/guardian involvement activities, including transportation, and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions;**
- 4. Train parents/guardians to enhance the involvement of other parents;**

5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents/guardians who are unable to attend such conferences at school in order to maximize parental/guardian involvement and participation in school-related activities;
6. Adopt and implement model approaches to improving parental/guardian involvement;
7. Develop appropriate roles for community-based organizations and business in parent/guardian involvement in Title I programs.
8. Establish a district-wide parent advisory council to provide advice on all matters related to parental/guardian involvement in Title I programs.

E. To carry out the requirements of parent/guardian and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents/guardians and family members (including parents and family members who have limited English proficiency, parents/guardians and family members with disabilities, and parents/guardians and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents/guardian.

The Moorhead Area Schools will inform parents/guardians and parent/guardian organizations of family engagement in education programs.

The plans will be updated periodically to meet the changing needs of parents/guardians and the school.

Legal Reference:

20 U.S.C.6318 Parent and Family Engagement

20 U.S.C. 6319 (Title I)

Resources:

U.S. Department of Education: Parent and Family Engagement Non-Regulatory Guidance (January 2025)

Cross Reference:

Moorhead School Board Policy 630: Title I Policy Governing Comparability

**MSBA MODEL Policy 612.1 Development of Parent and Family Engagement Policies  
for Title I Programs**



**630 102.3 Title I Governing Comparability**

**Section: 600 Education Programs 100 School District**

**Code: 630 102.3**

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**I. PURPOSE**

The purpose of the ~~policy~~ **procedure** is to provide the requirements to assure comparability for target and nontarget schools for Title I funding.

**II. GENERAL STATEMENT**

Moorhead Area Public Schools shall assure that instructional resources, materials, supplies, and staffing costs are provided for each target school on a basis that is comparable to that for nontarget schools and other target schools.

Comparability, as it relates to staff, shall include equivalence among schools in teachers, administrators, and auxiliary instructional personnel who are paid with state and/or local funds. The average number of children enrolled per instructional FTE (full-time equivalents) for each target school shall not be more than 110 percent of the average number of children enrolled per instructional FTE in the nontarget schools and other target schools.

Legal Reference:

U.S. Senate File S.1177 (Every Student Succeeds Act (ESSA))

Cross Reference:

Moorhead School Board Policy 612: Development of Parent and Family Engagement for Title I Programs





## **905 Advertising**

### **Section: 900 School District - Community Relations**

#### **Code: 905**

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## **I. PURPOSE**

The purpose of this policy is to provide guidelines for the advertising or promotion of products or services to students and parents in the schools.

## **II. GENERAL STATEMENT OF POLICY**

The school district believes that its name, facilities, staff, students, or any part of it shall not be used for advertising or promoting the interests of a commercial or nonprofit agency or organization except as stated in this policy.

## **III. ADVERTISING GUIDELINES**

A. The school district or a school may acknowledge a donation it has received from an organization by displaying a "donated by," "sponsored in part by," or a similar by-line with the organization's name and/or symbol on the item. Examples include activity programs, electronic media, scoreboards, or yearbooks.

B. The School Board may accept donations (monetary or equipment) to the district that has advertising, provided the advertising is approved by the administration. The administration may establish reasonable rules regarding the type and size of the advertising, duration of display, and other similar parameters. The School Board is the final authority on receipt of such donations and shall accept or deny each donation on a case-by-case basis.

C. When prior written approval is obtained by the Superintendent or Executive Director of Community Engagement and Public Relations, nonprofit entities and organizations may be allowed to use the district's name, logo, students, or facilities for purposes of advertising or promotion if the purpose is determined to be aligned with the district mission. Advertising will be limited to the specific event, purpose, timelines, the parameters of district brand guidelines, and placement approved by the district.

D. The district shall be allowed to enter into business partnerships/sponsorships to accept advertising, provided the district benefits financially, and as long as the advertising is nonpartisan; does not promote the use of tobacco, alcohol, or drugs; does not promote gambling; does not restrict or impair the educational program of the

schools; does not reflect negatively on the district or the schools; does not violate federal or state laws; and is consistent with the mission and goals of the district.

E. The district will not enter into contracts for technology or services that require advertising to be disseminated to students unless done in accordance with state and federal law.

F. The inclusion of advertisements in district publications, in district facilities, or on district property does not constitute approval or endorsement of any product, service, organization, or activity.

#### **IV. ADVERTISING - DISTRICT PUBLICATIONS**

A. District publications, including publications such as school newspapers, yearbooks, activities programs, and district calendars, may accept and publish paid advertising provided the publication receives advance approval from the superintendent or executive director of community engagement and public relations. District publications will not accept advertising or advertising images for:

1. alcohol, tobacco, drugs, drug paraphernalia;
2. weapons;
3. obscene, pornographic, or illegal materials;
4. images or advertising that the district believes
  - (a) are in conflict with district policy or its mission,
  - (b) inappropriate for inclusion in the specific district publication, or
  - (c) are false, misleading, or deceptive.

The coach, advisor, or sponsor of the district publication is responsible for screening all advertising for appropriateness, including compliance with school district policies, prior to submission to the superintendent or **executive director of community engagement and public relations designee** for approval.

#### **V. ADVERTISING - OTHER TYPES**

A. Requests to place advertising in school district facilities or on district property must be made to the Superintendent. The Superintendent has the discretion to approve the advertising request. If approved, any approval will state where the advertising may be

placed, the advertising timeframe, and that the advertising will be lawful. The restrictions are listed in Section IV. S., above, also apply.

B. An advertising device will not be erected or maintained on district property or within 100 feet of a school that attracts occupants of motor vehicles **or is visible to and primarily intended to advertise, inform, or attract occupants of motor vehicles.**

#### **IV. ACCOUNTING**

Advertising revenue must be paid directly to the district. The revenues may be credited to the district department or other internal district organization that obtained the advertising, but the department or internal district organization does not have direct receipt and control of revenues. All advertising revenues must be accounted for and reported in compliance with UFARS. The superintendent or executive director of community engagement and public relations shall make a periodic reports to the school board regarding the scope and amount of **such any applicable** revenues.

##### **Legal References:**

Minn. Stat. § 123B.93 (Advertising on School Buses)

Minn. Stat. § 125B.022 (Contracts for Computers or Related Equipment or \Service)

Minn. Stat. § 173.08 (Excluded Road Advertising Devices)

##### **Cross References:**

MSBA/MASA Model Policy 421 (Gifts to Employees and School Board Members)

MSBA/MASA Model Policy 702 (Accounting)

Edina Public Schools Policy 905

Wayzata Public Schools Policy 905

MAPS Policy 421 Gifts to Employees and School Board Members

MAPS Policy 702 Accounting



## 921 Student Teachers and Interns

### Section: 900 School District - Community Relations

Code: 900

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#### **I. PURPOSE**

The purpose of this policy is designed to support the training and development of new educators through agreements between accredited teacher education institutions and the Moorhead Area Public Schools.

#### **II. GENERAL STATEMENT**

For the purpose of this policy, "student teachers" and "interns" are those college/university-enrolled students assigned to Moorhead Area Public School professional employees for the purposes of furthering the education of the student and fulfill a requirement of the college/university that he/she train under the supervision of a certified/licensed professional for a period of time. This policy will include, but is not be limited to:

A. Student teachers assigned to all classroom programs.

B. Interns who have received an undergraduate degree and are enrolled in university courses requiring supervised practical training, including school social work interns, school psychology interns, and administrative interns.

Moorhead Area Public Schools will accept student teachers/interns only at times and in numbers appropriate for the well-being of Moorhead Area Public Schools students. When placing student teachers in the Moorhead Area Public School District, each local college/university will work with the building administrators. A formal contract will be made between the district and university. Colleges and universities outside the local area should contact the Human Resources Department for copies of a student teaching contract. The Human Resources Department will contact building administrators regarding available placement of student teachers.

Each college/university is to send a copy of all student teacher assignments for Moorhead Area Public Schools to the Human Resources Department and building administrator's office prior to the beginning of the district's semester in which the student teacher is to start. The respective college/university will also be required to have the appropriate criminal background check conducted on each student teacher prior to the time the student teacher begins his/her assignment with the Moorhead Area Public Schools. A notarized copy of the results of that background check will be sent to the



Director of Human Resources. Moorhead Area Public Schools will retain the option of refusing or terminating any student teaching assignment as a consequence of information available from the background check.

Please refer to Administrative Procedure 921.1 for guidelines.

**Cross References:**

Moorhead School Board Policy 404: Employment Background Checks

Moorhead School Board Policy 406: Employee Public and Private Personnel Data

## **922 633 Research Studies Requests**

Section: **900 School District – Community Relations 600 Education Programs**

Code: **922 633**

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### **I. PURPOSE**

The purpose of this policy is to **define parameters for completing research studies provide guidelines for individuals and/or organizations to conduct educational research** in Moorhead Area Public Schools.

### **II. GENERAL STATEMENT**

**The school district supports opportunities to collaborate, conduct and implement ongoing research that will benefit the lives of district students and staff.** It is the intention of the Moorhead School Board that all research projects carried out in the district shall be approved in advance by the Superintendent or ~~his/her~~ designee. Only those studies which have an **apparent direct and lasting benefit value** to the school district will be approved.

~~All persons, Moorhead Area Public School employees and personnel from outside the district, wishing to conduct research in the Moorhead Area Public Schools must make a written request to the Superintendent's office using Administrative Procedure 922.1: Research Study Request Form.~~

~~A. Topics needing study should be kept on file in the Superintendent's office. Staff members and graduate students should be encouraged to submit topics for possible research.~~

### **III B. RESEARCH STUDY REQUEST**

**The superintendent or designee will develop and implement the process for reviewing, determining, and implementing research studies in the district. (Administrative Procedure 922.2) An entity seeking to conduct research must apply through the superintendent by submitting a Research Request Form for consideration and action. (Administrative Procedure 922.1)**

~~1. The researcher will submit a Research Request Form to the Superintendent or designee for their consideration and action.~~

~~2. The Superintendent or designee will review all research requests and route to appropriate departments/buildings. Within one week, departments or building~~



administrators should take action on the request and return the form to the Superintendent's office.

3. Upon approval, the researcher shall conduct the research professionally and assure the anonymity and rights of individual students, schools or staff members in reporting results.

Federal regulations require that when human subjects are to be involved in research their rights, and welfare must be adequately protected. Consideration shall include the following:

- 1) An explanation of procedures and their purpose
- 2) A description of any attendant discomforts or risks
- 3) A description of any reasonable benefits expected
- 4) An offer to respond to inquiries on procedures
- 5) Instruction of the right to withdraw consent and discontinue participation at any time without prejudice to the subject.

Permission from the research institution's Institutional Research Board (IRB) is required when human subjects are involved in research.

4. Curriculum assessment or building assessment for curriculum development and/or program evaluation are exempt from completing and following the research request process but require approval of the Superintendent or designee.

5. All publications resulting from studies in the schools should acknowledge the contribution of Moorhead Area Public Schools except for anonymous research projects. The researcher shall agree to provide at least one copy of the completed study to the school district. No findings will be released until a copy is on file in the school district offices.

6. The School District will keep research requests will be kept on file for a minimum of three years.

#### **IV. STUDENT-GENERATED RESEARCH REQUESTS**

The superintendent or designee will develop and implement a process for reviewing, determining, and implementing district student-generated research studies. A district student seeking to conduct research must receive the classroom's teacher's approval and building administrator's approval prior to applying for the request at the district level.



The student must follow all research procedures. The district's decision whether to proceed with implementation of the research is final.

Legal Reference:

45 C.F.R. 46 (Protection of Human Subjects)

Cross References:

Moorhead School Board Policy ~~440~~ 409: Employee Publications, Instructional Materials, Inventions, and Creations

Moorhead School Board Policy ~~504~~ 515: Protection and Privacy of Student Records





Operations and Emergency  
Services

**Memo EDOE.26.011R**

TO: School Board

FROM: Steve Moore, Executive Director of Operations and Emergency Services

DATE: 01/19/2026

RE: Closed Meeting

Close the public meeting pursuant to Minnesota Statute 13D.05, subdivision 3(d), to discuss and receive security briefings and reports on buildings, security systems, and infrastructure.

Suggested Resolution: Move to close the public meeting at \_\_\_\_ p.m., pursuant to Minnesota Statutes, 13D.05, subdivision 3(d), to discuss and receive security briefings and reports on buildings, security systems, and infrastructure.

SS:dmb

ATTACHMENTS:

None



Operations and Emergency  
Services

**Memo EDOE.26.012R**

TO: School Board

FROM: Steve Moore, Executive Director of Operations and Emergency Services

DATE: 01/19/2026

RE: Open Meeting

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

SM:dmb

ATTACHMENTS:  
None