

Regular School Board Meeting

Monday, May 20, 2024 5:45 PM

School District Media Center, 131 Hickory Street North, Lester Prairie, MN 55354

I. Call to Order

II. Pledge of Allegiance

III. Approval of Agenda

III.A. Action to approve agenda.

IV. Recognition of Communications Since Last Meeting

V. Open Dialogue

VI. Approval of Consent Agenda

VI.A.

A. Approve Previous Minutes

- o Regular Board Meeting: April 15, 2024

B. Approve Bills

- o Board Bills: \$134,801.36
- o Student Activity Bills: \$1,069.88
- o Project: \$25,000.00

VI.B. approve agenda

VII. Reports

VII.A. Dashir Report

VIII. New Business

VIII.A.

C. Action to approve the 2024-25 Minnesota State High School League (MSHSL) Membership Resolution.

VIII.B.

D. Action to approve the Chromebook/Chrome Tablet Handbook and Policy Manual for the 2024-25 school year.

VIII.C.

IX. Old Business

IX.A.

E. Action to approve changing the June Board meeting from June

17th to June 27th.

X. School Finance

X.A.

F. Action to approve raising sub pay from \$125 to \$140.

X.B.

G. Action to approve revised budget for the 2023-24 school year.

X.C.

H. Action to approve Professional Services Agreement with ERA Structural Engineering.

X.D.

I. Action to approve UHL Proposal CJ24015 for \$47,550.00.

X.E.

J. Action to approve UHL Proposal CJ24016 for \$30,800.00.

X.F.

K. Action to approve UHL Proposal JL24030 for \$368,350.00.

X.G.

L. Action to approve the 2024-26 Employment Agreement for the Minnesota School Employees Association (MSEA).

X.H. Action to approve Town & Country Glass proposals for \$71,900 and for \$35,760.

XI. Policy Administration

XI.A.

M. Action to approve the following policies:

- XI.B.**
- 417 Chemical Use and Abuse-** adding use and possession; controlled substances; clarity of Programs and Activities and Reporting
 - 427 SPED Teacher Workloads** - clarity of inherent managerial policy
 - 515 FORM** - no changes
 - 614 School District Testing** - Pearson AccessNext website added
 - 615 Testing Accommodations** - include English Learners; update legal references
 - 618 Assessment** - omit "above/below" grade level and "fully adaptive" language
 - 619 Staff Development** - update legal references
 - 709 FORM** - no changes
 - 802 Obsolete Equipment** - bypass requirements clarification; update legal references
 - 806 FORM** - no changes
 - 807 Health and Safety** - update legal and cross

references

- 410 Family & Medical Leave Policy** - updated statutory language
- 413 Harassment and Violence** - revised sexual orientation definition based on MN Human Rights Act
- 413A FORM** - no changes
- 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse** - no changes
- 415 Mandated Reporting of Maltreatment of Vulnerable Adults** - no changes
- 506 Student Discipline** - prohibited practices for early learners; statutory changes regarding reasonable force
- 514 Bullying Prohibition Policy** - updated statutory language
- 522 Student Sex Nondiscrimination** - corrections in reference section
- 522 FORM** - no changes
- 524 Internet Acceptable Use, Safety, and Data Privacy Policy** - no changes
- 524 FORM** - no changes
- 616 School District System Accountability** - added reporting requirements
- 806 Crisis Management Policy** - no changes

XII. Personnel

XII.A.

- N. Action to approve the following teaching contracts:
 - o **Sarah Harding** - Elementary Teacher
 - o **Taylor Bayerl** - Elementary Teacher
 - o **Emma Blashack** - Elementary Teacher
 - o **Claire Turner** - Social Studies Teacher

XII.B.

- o. Action to approve 2024-25 contract for Kitchen Supervisor **Lori Bebo.**

XII.C.

- P. Action to approve 2024-25 contract for AD/Dean **Ross Scheevel.**

XII.D.

- Q. Action to approve 2-year leave of absence as paraprofessional for **Kim Schauer** starting July

1, 2024 and ending June 30, 2026.

XII.E.

R. Action to approve 2024-25 contract **Kim Schauer** as Data and Systems Coordinator for the 2024-25 school year.

XII.F.

s. Action to approve 2024-27 contract for **Mike Lee** as K-12 Principal.

XII.G.

T. Action to approve 2022-25 contract for **Melissa Radeke** as Superintendent.

XII.H.

U. Action to approve the following contracts:

- o **Wes Kapping** - Head Cross Country Coach
- o **Joe Scoblic** - Head Football Coach
- o **Ross Scheevel** - Assistant Football Coach
- o **Tyler Helland** - Additional Football Coach
- o **Brian Malady** - JH Football Coach
- o **Julie Malady** - Football Cheerleading Coach
- o **Arlene Nowak** - C Squad Volleyball Coach
- o **Annie Eastling** - Kids Depot Student Worker
- o **Cory Schauer** - Kids Depot Student Worker
- o **Ella Bebo** - Kids Depot Student Worker
- o **Ayla Bebo** - Kids Depot Student Worker
- o **Amelia Meyer** - Kids Depot Student Worker

XII.I. **Brian Herrmann** - Head Volleyball Coach

XII.J. **Christin LaMott** - B Squad Volleyball Coach

XII.K. **Derek Zebell** - Assistant Football Coach

XII.L. **Cael Heimerl** - Kids
Depot Student Worker

XII.M. Action to approve resignation of Shannon
Alsleben for JH Volleyball

XIII. **Other Items for the Board**

XIV. **Adjourn the Regular Board Meeting**

Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Pay/Void	Amount
100		41179	53299		Check	1 2914		H+U Construction		Yes	No	No	05/20/2024		25,000.00
														Bank Total:	\$25,000.00
														Report Total:	\$25,000.00

Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Date	Amount
100		41188	53300	Check	1	00170	4.0 Bus Service		Yes	No	No		05/20/2024	45,169.68
100		41219	53301	Check	1	2633	American Express		Yes	No	No		05/20/2024	2,058.66
100		41226	53302	Check	1	3226	Ampion PBC C/o Department 850		Yes	No	No		05/20/2024	14.25
100		41210	53303	Check	1	2225	Andy's Lawn & Snow LLC		Yes	No	No		05/20/2024	1,209.00
100		41189	53304	Check	1	00343	Big Don's Cathedral		Yes	No	No		05/20/2024	148.33
100		41187	53305	Check	1	00126	CenterPoint Energy		Yes	No	No		05/20/2024	326.14
100		41203	53306	Check	1	03967	CenterPoint Energy		Yes	No	No		05/20/2024	229.58
100		41220	53307	Check	1	2654	Cintas		Yes	No	No		05/20/2024	282.80
100		41184	53308	Check	1	00061	CITY OF LESTER PRAIRIE		Yes	No	No		05/20/2024	1,020.15
100		41185	53309	Check	1	00061	CITY OF LESTER PRAIRIE		Yes	No	No		05/20/2024	359.76
100		41199	53310	Check	1	01694	CULLIGAN-METRO		Yes	No	No		05/20/2024	240.00
100		41218	53311	Check	1	2624	Dalco/ Imperial Dade		Yes	No	No		05/20/2024	3,823.63
100		41217	53312	Check	1	2573	Dashir Management Services Inc		Yes	No	No		05/20/2024	23,474.27
100		41229	53313	Check	1	3384	East Side Jersey Dairy		Yes	No	No		05/20/2024	2,747.43
100		41194	53314	Check	1	00707	EDUCATION MINNESOTA		Yes	No	No		05/20/2024	2,819.94
100		41198	53315	Check	1	01469	Educators Benefit Consultants		Yes	No	No		05/20/2024	544.61
100		41212	53316	Check	1	2438	Full Throttle Services		Yes	No	No		05/20/2024	70.65
100		41227	53317	Check	1	3253	Game One		Yes	No	No		05/20/2024	315.56
100		41222	53318	Check	1	2799	Greater Minnesota Family Services		Yes	No	No		05/20/2024	2,898.19
100		41214	53319	Check	1	2483	Greater MN Communications		Yes	No	No		05/20/2024	267.00
100		41190	53320	Check	1	00358	GUARDIAN PEST SOLUTIONS INC		Yes	No	No		05/20/2024	82.45
100		41197	53321	Check	1	01306	Herald Journal Publishing		Yes	No	No		05/20/2024	277.75
100		41216	53322	Check	1	2538	Heritage Embroidery & Design		Yes	No	No		05/20/2024	510.00
100		41213	53323	Check	1	2466	Innovative Graphics		Yes	No	No		05/20/2024	1,135.00
100		41204	53324	Check	1	1134	Innovative Office Solutions		Yes	No	No		05/20/2024	55.27
100		41209	53325	Check	1	1895	ISD # Central Public Schools		Yes	No	No		05/20/2024	5,142.85
100		41186	53326	Check	1	00107	JOSTEN'S INC.		Yes	No	No		05/20/2024	1,573.20
100		41224	53327	Check	1	3009	JT Electric Service, Inc.		Yes	No	No		05/20/2024	623.80
100		41195	53328	Check	1	00796	LITZAU EXCAVATING INC.		Yes	No	No		05/20/2024	2,238.75
100		41232	53329	Check	1	3454	Mag's Rental & Repair LLC		Yes	No	No		05/20/2024	2,600.00
100		41208	53330	Check	1	1887	Matheson Tri-Gas Inc		Yes	No	No		05/20/2024	414.41
100		41193	53331	Check	1	00535	Menards-Hutchinson		Yes	No	No		05/20/2024	44.70
100		41215	53332	Check	1	2499	MF Athletics		Yes	No	No		05/20/2024	170.00
100		41206	53333	Check	1	1579	Music Mart		Yes	No	No		05/20/2024	24.00
100		41223	53334	Check	1	2870	Natus		Yes	No	No		05/20/2024	136.00
100		41225	53335	Check	1	3068	ondecksports.com		Yes	No	No		05/20/2024	499.40
100		41202	53336	Check	1	03390	PAN-O-GOLD BAKING CO		Yes	No	No		05/20/2024	680.28
100		41200	53337	Check	1	01974	Performance Foodservice		Yes	No	No		05/20/2024	808.85
100		41228	53338	Check	1	3315	Pink's Hardware Store		Yes	No	No		05/20/2024	108.61

Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
100		41192	53339	Check	1	00533	RAM Building Inc		Yes	No	No	05/20/2024	3,495.69
100		41205	53340	Check	1	1460	Rochester Telecom Systems Inc		Yes	No	No	05/20/2024	49.52
100		41207	53341	Check	1	1597	Rockler Woodworking & Hardware		Yes	No	No	05/20/2024	3,906.00
100		41211	53342	Check	1	2239	Sysco Western Minnesota		Yes	No	No	05/20/2024	12,804.19
100		41230	53343	Check	1	3447	UFLI - Ventris Learning		Yes	No	No	05/20/2024	90.00
100		41196	53344	Check	1	01150	Verified Credentials		Yes	No	No	05/20/2024	1,089.00
100		41201	53345	Check	1	03218	WAL-MART Community		Yes	No	No	05/20/2024	637.55
100		41191	53346	Check	1	00524	Waste Management-TC West		Yes	No	No	05/20/2024	433.99
100		41231	53347	Check	1	3448	Wright Technical Center Dist #0966		Yes	No	No	05/20/2024	957.60
100		41221	53348	Check	1	2786	Xcel Energy Solutions		Yes	No	No	05/20/2024	6,192.87
Bank Total:												\$134,801.36	
Report Total:												\$134,801.36	

Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
SA	41180	22034	22034	00170	Check	1	4.0 Bus Service		Yes	No	No	05/20/2024	571.00	
SA	41181	22035	22035	01589	Check	1	Garber's Meats		Yes	No	No	05/20/2024	264.00	
SA	41182	22036	22036	03218	Check	1	WAL-MART Community		Yes	No	No	05/20/2024	60.54	
SA	41183	22037	22037	3331	Check	1	Wood, Amanda		Yes	No	No	05/20/2024	174.34	

Bank Total: \$1,069.88

Report Total: \$1,069.88



Lester Prairie Schools

District Office
131 Hickory St. N
Lester Prairie, MN 55354

Phone: 320-395-2521
Fax: 320-395-4202
Website: www.lp.k12.mn.us/

REGULAR BOARD MEETING AGENDA

DATE: Monday, May 20, 2024
LOCATION: School Media Center
TIME: 5:45 PM

I. Call to Order

- A. Board Chair Hentges to open the Lester Prairie School District Regular Board meeting at 5:45 pm.
- B. Welcome to public and guests

II. Pledge of Allegiance

III. Approval of Agenda

Motion by _____ and seconded by _____ to approve agenda.

Voting was _____ for and _____ against.

IV. Recognition of Communications Since the Last Meeting

- A. Communications received by Board Members
 - o Good News Section:
 - 1. _____
- B. Open Dialogue. (Each person in the audience will be given three (3) minutes - total time - 15 minutes.)

V. Approval of Consent Agenda

- A. **Approve Previous Minutes**
 - o Regular Board Meeting: April 15, 2024
- B. **Approve Bills** - Bills reviewed by R.Heimerl and Engen
 - o Board Bills: \$134,801.36
 - o Student Activity Bills: \$1,069.88
 - o Project: \$25,000.00

Motion by _____ and seconded by _____ to approve consent agenda, board minutes, & payment of bills presented.

Voting was _____ for and _____ against.

VI. Administrative Reports

- A. **Principal - Mike Lee**
- B. **AD/DoS - Ross Scheevel**
- C. **Superintendent - Melissa Radeke**

VII. School Board Committee Reports

- A. Community Ed - Hentges, R.Heimerl
- B. PTO - Stifter-Knoll, R. Heimerl
- C. Facilities/Maintenance - Engen, Christen, B.Heimerl
- D. Tech/Media - Christen, Stifter-Knoll
- E. Activities - Hentges, Engen, B.Heimerl
- F. Negotiations:
 - Certified -Hentges, B.Heimerl, Christen
 - Non-Certified - R.Heimerl, B.Heimerl, Engen
 - Administration - R.Heimerl, Stifter-Knoll, Christen
- G. Meet and Confer - Stifter-Knoll, R.Heimerl
- H. Policy - Stifter-Knoll, Hentges
- I. Legislative - B.Heimerl
- J. City Council - B.Heimerl, Christen

VIII. New Business

- A. City Discussion

- B. Action to approve the 2024-25 Minnesota State High School League (MSHSL) Membership Resolution.

Motion by _____ and seconded by _____ to approve resolution as presented.

Voting was _____ for and _____ against.

- C. Action to designate the MSHSL **School Representative** and **School Board Representative** for 2024-25.

*Motion by _____ to designate _____ as MSHSL **School Representative** for 2024-25. Seconded by _____.*

Voting was _____ for and _____ against.

*Motion by _____ to designate _____ as MSHSL **School Board Representative** for 2024-25. Seconded by _____.*

Voting was _____ for and _____ against.

- D. Action to approve the Chromebook/Chrome Tablet Handbook and Policy Manual for the 2024-25 school year.

Motion by _____ and seconded by _____ to approve handbook and policy manual as presented.

Voting was _____ for and _____ against

IX. Old Business

- A. Action to approve changing the June Board meeting from June 17th to June 27th.

Motion by _____ and seconded by _____ to approve June 27th Board meeting.

Voting was _____ for and _____ against.

X. School Finance

- A. Action to approve raising sub pay from \$125 to \$140.

Motion by _____ and seconded by _____ to approve increase to sub pay as presented.

Voting was _____ for and _____ against.

- B. Action to approve revised budget for the 2023-24 school year.

Motion by _____ and seconded by _____ to approve revised budget as presented.

Voting was _____ for and _____ against.

- C. Action to approve Town & Country Glass proposals for \$71,900 and for \$35,760.

Motion by _____ and seconded by _____ to approve proposals as presented.

Voting was _____ for and _____ against.

- D. Action to approve Professional Services Agreement with ERA Structural Engineering.

Motion by _____ and seconded by _____ to approve agreement as presented.

Voting was _____ for and _____ against.

- E. Action to approve UHL Proposal CJ24015 for \$47,550.00.

Motion by _____ and seconded by _____ to approve Proposal CJ24015 as presented.

Voting was _____ for and _____ against.

- F. Action to approve UHL Proposal CJ24016 for \$30,800.00.

Motion by _____ and seconded by _____ to approve Proposal CJ24016 as presented.

Voting was _____ for and _____ against.

- G. Action to approve UHL Proposal JL24030 for \$368,350.00.

Motion by _____ and seconded by _____ to approve Proposal JL24030 as presented.

Voting was _____ for and _____ against.

- H. Action to approve the 2024-26 Employment Agreement for the Minnesota School Employees Association (MSEA).

Motion by _____ and seconded by _____ to approve MSEA Agreement as presented.

Voting was _____ for and _____ against.

XI. Policy Administration

- A. Action to approve the following policies:

417 Chemical Use and Abuse- adding use and possession; controlled substances; clarity of Programs and Activities and Reporting

427 SPED Teacher Workloads - clarity of inherent managerial policy

515 FORM - no changes

614 School District Testing - Pearson AccessNext website added

615 Testing Accommodations - include English Learners; update legal references

618 Assessment - omit "above/below" grade level and "fully adaptive" language

619 Staff Development - update legal references

709 FORM - no changes

802 Obsolete Equipment - bypass requirements clarification; update legal references

806 FORM - no changes

807 Health and Safety - update legal and cross references

410 Family & Medical Leave Policy - updated statutory language

413 Harassment and Violence - revised sexual orientation definition based on MN Human Rights Act

413A FORM - no changes

414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse - no changes

415 Mandated Reporting of Maltreatment of Vulnerable Adults - no changes

506 Student Discipline - prohibited practices for early learners; statutory changes regarding reasonable force

514 Bullying Prohibition Policy - updated statutory language

522 Student Sex Nondiscrimination - corrections in reference section

522 FORM - no changes

- 524 Internet Acceptable Use, Safety, and Data Privacy Policy - no changes
- 524 FORM - no changes
- 616 School District System Accountability - added reporting requirements
- 806 Crisis Management Policy - no changes

Motion by _____ and seconded by _____ to approve policies as presented.

Voting was _____ for and _____ against.

XII. Personnel

A. Action to approve the following teaching contracts:

- o **Sarah Harding** - Elementary Teacher
- o **Taylor Bayerl** - Elementary Teacher
- o **Emma Blashack** - Elementary Teacher
- o **Claire Turner** - Social Studies Teacher

Motion by _____ and seconded by _____ to approve contracts as presented.

Voting was _____ for and _____ against.

B. Action to approve 2024-25 contract for Kitchen Supervisor **Lori Bebo**.

Motion by _____ and seconded by _____ to approve contract as presented.

Voting was _____ for and _____ against.

C. Action to approve 2024-25 contract for AD/Dean **Ross Scheevel**.

Motion by _____ and seconded by _____ to approve contract as presented.

Voting was _____ for and _____ against.

D. Action to approve 2-year leave of absence as paraprofessional for **Kim Schauer** starting July 1, 2024 and ending June 30, 2026.

Motion by _____ and seconded by _____ to approve 2-year leave of absence as paraprofessional as presented.

Voting was _____ for and _____ against.

E. Action to approve 2024-25 contract **Kim Schauer** as Data and Systems Coordinator for the 2024-25 school year.

Motion by _____ and seconded by _____ to approve contract as presented.

Voting was _____ for and _____ against.

F. Action to approve 2024-27 contract for **Mike Lee** as K-12 Principal.

Motion by _____ and seconded by _____ to approve contract as presented.

Voting was _____ for and _____ against.

G. Action to approve 2022-25 contract for **Melissa Radeke** as Superintendent.

Motion by _____ and seconded by _____ to approve contract as presented.

Voting was _____ for and _____ against.

H. Action to approve the following contracts:

- **Wes Kapping** - Head Cross Country Coach
- **Joe Scoblic** - Head Football Coach
- **Ross Scheevel** - Assistant Football Coach
- **Tyler Helland** - Additional Football Coach
- **Brian Malady** - JH Football Coach
- **Julie Malady** - Football Cheerleading Coach
- **Arlene Nowak** - C Squad Volleyball Coach
- **Annie Eastling** - Kids Depot Student Worker
- **Cory Schauer** - Kids Depot Student Worker
- **Ella Bebo** - Kids Depot Student Worker
- **Ayla Bebo** - Kids Depot Student Worker
- **Amelia Meyer** - Kids Depot Student Worker
- **Brian Herrmann** - Head Volleyball Coach
- **Christin LaMott** - B Squad Volleyball Coach
- **Derek Zebell** - Assistant Football Coach
- **Cael Heimerl** - Kids Depot Student Worker

Motion by _____ and seconded by _____ to approve contracts as presented.

Voting was _____ for and _____ against.

I. Action to approve resignation of Shannon Alsleben for JH volleyball.

Motion by _____ and seconded by _____ to approve
resignation as presented.

Voting was _____ for and _____ against.

XIII. Other Items for the Board

XIV. Adjourn the Regular Board meeting at _____

UPCOMING DATES and NOTES:

- A. May 23: Last Day for Students
- B. May 24: Last Day for Teachers
- C. June 17: Regular School Board Meeting 5:45pm

Dashir Management Services, Inc.

www.dashirmanagement.com

Lester Prairie School District

May 2024

Custodial / Maintenance Report

Personnel Information

We are currently fully staffed.

Training Conducted

The OSHA required safety training on Ladder Safety was conducted on May 8, 2024.

Inspections

- Custodial audits took place throughout the district and results were shared with each individual custodian audited.
- Completed playground inspection.

Progress on Projects

- Working on setting up summer projects.
- Cleaned up and put fresh mulch down around the front entrance.
- Working with Laraway Roofing to reseal the roof seams on the new roofs. This is warranty work from Firestone Products and all the issues they have had with leaks etc.
- Cleaned up roof drains.
- Sent out summer request form to teachers.
- Requested a quote from Vicki at Carpets Plus to possibly replace the music room carpet.
- Met with structural engineer and have quote for structural if it is decided to move forward with the humidity control project on May 20.

Comments

Baseball and softball practices are going well when it is not raining. Prom set up and prom went very well. My staff and I are getting ready for band and choir concerts, and for graduation on May 17.

Respectfully Submitted,
Lisa Hins
Facility Manager



**2024-2025 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2024. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Lester Prairie Schools (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

(Designated School Board Member – please print)

(Designated School Representative – please print)

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

(Boys Sports – please print)

(Girls Sports – please print)

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____
(Clerk/Secretary - Local Governing Board)

Print Name: _____
(Superintendent or Head of School)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: _____
(Superintendent or Head of School)

Date: _____

Date: _____



Chromebook/Chrome Tablet Handbook and Policy Manual ~~2023-24~~ 2024-25

Lester Prairie School Mission Statement

"To develop every learner to the learner's maximum potential, to succeed and continue to learn in a changing world."

Lester Prairie Schools has implemented a 1:1 K-12 technology program.

Students in grades 2nd-12th will be issued their own Chromebook. Students in Kindergarten and 1st grade will be issued a Chrome Tablet. Before receiving the device, students and parents must sign a user agreement and pay the Required User Insurance Fee.

- Students in grades 4-12 will be expected to take their Chromebook home daily.
- Students in grades K-3 may be required to take home their Chromebook/Chrome Tablet occasionally during the school year.

These devices are not replacing textbooks or other educational materials, but are meant to supplement and enhance the student's learning experience.

Lester Prairie Schools Chromebook/Chrome Tablet 1:1 Program

The Chromebook/Chrome Tablet 1:1 Program facilitates:

- Access to digital educational resources
- Availability beyond the school day
- Individual learning
- Creativity and innovation
- Critical thinking and problem solving
- Communication and collaboration
- Technology literacy skills
- College and career readiness

The information within this document applies to the 1:1 Chromebook/Chrome Tablet Program for students that attend Lester Prairie Schools. Please note that teachers may set additional requirements for use in their classrooms.

Throughout the handbook when the word Chromebook is used, it refers to both a Chromebook and Chrome Tablet.

Chromebook Title

At all times, the legal title to the Chromebook is maintained by Lester Prairie Schools. A student's right to possession and use is limited to and conditioned upon full and complete compliance with the Lester Prairie Chromebook Handbook, Chromebook Use Agreement, Student Handbook, and the Internet Acceptable Use and Safety Policy #524.

Chromebooks are for educational purposes only. Lester Prairie Schools has the right to inspect Chromebooks at any time. Chromebooks will only work with an @lp.k12.mn.us user account. Chromebooks include Internet filters to block inappropriate websites when connected to the WiFi network at school.

Students will be issued a specific Chromebook which will remain theirs throughout their time at Lester Prairie Schools or until the Chromebook is updated (every 3-4 years). At the end of every school year, the Chromebook will be returned to the school before the last student day for routine maintenance and storage over the summer break. The same Chromebook will be re-issued to the student at the beginning of the next school year.

Chromebook Required User Insurance Fee

Lester Prairie Schools require that a signed copy of both the Student-Parent Agreement and payment of the Required User Insurance Fee are received.

Required User Insurance Fee year	\$30.00 35 per school
Family maximum year	\$75.00 80 per school
Free/Reduced Price (FRP) Fee year	\$15.00 20 per school
Free/Reduced (FRP) Family maximum year	\$40.00 45 per school

Students and parents must comply at all times with the Lester Prairie Schools' Student Handbook and the Internet Acceptable Use and Safety Policy #524. Failure to comply may result in the termination of the student's rights of possession immediately and Lester Prairie Schools may repossess the loaned property with no Required User Insurance Fee refund.

There is a ~~\$50.00~~ **55 deductible repair fee for each repair that needs to be sent to Trafera.**

Insurance does not cover repairs to the Chromebook due to neglect, misuse, and/or intentional damage. The student and parents of the assigned device are responsible for the entire amount of the repair or replacement of the Chromebook.

If the power adapter is damaged or lost the student and parents are responsible for the replacement cost.

Chromebook Power Adapter Replacement	\$25.00 35
Chrome Tablet Case Replacement	\$30.00
Chromebook Case Replacement	\$34.00 20
Chromebook Replacement (lost/negligent or intentional damage)	\$205.00 319
Chrome Tablet Replacement (lost/negligent or intentional damage)	\$265.00

Theft or Loss

All Chromebooks are monitored. If a Chromebook is lost, the student must report the loss immediately to the Tech Department to potentially track and recover the device. A police theft report is required for the replacement of the Chromebook. If a student has a Chromebook stolen and does not file a theft report, the full replacement cost will be required.

Repair and Liability

Students and parents are responsible for district-owned technology property that is issued to them. If the Chromebook is damaged, it must be reported to the Technology Department as soon as possible. Students will be issued a “loaner” Chromebook until the repairs are completed upon receipt of the deductible repair fee. Students and parents of the assigned device are responsible for the deductible repair fee as required by the Student-Parent Chromebook Use Agreement. If the Chromebook is damaged by an intentional or purposeful act, the student and parents will be responsible for the entire amount to repair or replace the Chromebook.

Terms of Agreement

The right to use and possess the Chromebook terminates no later than the last day of the school year. Rights may be terminated earlier by Lester Prairie Schools or upon withdrawal from the district. The failure to return the Chromebook in a timely manner will be considered unlawful appropriation of Lester Prairie Schools property and appropriate legal action will be taken.

Chromebook Use

Chromebooks are intended for use at school each day. In addition to teacher expectations of Chromebook use, school messages, announcements, calendars, and schedules may be accessed using the Chromebook. Students are responsible for bringing their Chromebooks to all classes unless specifically instructed not to do so by the teacher.

Each student will be issued a power adapter for charging his or her Chromebook. **It is the student’s responsibility to bring their Chromebook fully charged to school each day.**

If a student leaves his/her Chromebook at home, the student is responsible for getting the coursework completed as if the Chromebook were present.

General Use

- Chromebooks are to be used for educational purposes only.
- Only use your Lester Prairie-issued user account with the Chromebook:
.....[@lp.k12.mn.us](mailto:.....@lp.k12.mn.us)
- **Keep your user account login and password secure.**
- Do not share/lend/borrow Chromebook to others.
- Use caution when eating or drinking near the Chromebook.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook to prevent damage.
- Do not stack any books, heavy materials, etc. on top of the Chromebook in your locker or backpack.
- Do not close the Chromebook with anything inside it. This may damage the screen or hinges.
- Do not expose the Chromebook to extreme temperatures or direct sunlight for extended periods of time.
- Chromebooks should not be left unattended during school unless securely locked up in your locker or in a teacher-designated area.
- Chromebooks should be taken home every night to be fully charged.
- Chargers should be left at home.

Chromebook Camera and Microphone

Chromebooks come equipped with audio and video recording capabilities through a built-in microphone and camera. All electronic recordings created with the device must comply with district policies and state and federal laws. District policy prohibits the use of electronic devices in a manner that compromises the privacy interests of other individuals (#524). District policy prohibits harassment and bullying (#514). Students are required to use the Chromebook in a manner that complies with these and other district policies. Use of the Chromebook in a manner that violates district policies may result in revocation of the device and/or further disciplinary consequences.

Use of the Chromebook and any other devices with audio and video recording capabilities during instructional time is at the discretion of the teacher and the student must obtain prior approval to use the device for such purposes. Any electronic recordings obtained with the recording device are for instructional/educational purposes and individual use only. Electronic recordings obtained with the Chromebook may not be shared, published, or re-broadcasted for any reason by the student without permission from all parties involved.

Chromebook users should be aware that state and federal laws in many instances prohibit secret or surreptitious recording undertaken without the knowledge and consent of the

person or persons being recorded. Violations of state and federal recording laws may be reported to the proper authorities and may result in criminal prosecution.

Media, Sound, and Games

All Photos (including desktop backgrounds) and videos must follow district policies and guidelines. Media that violates Lester Prairie Chromebook Handbook, Chromebook Use Agreement, Student Handbook, and Internet Acceptable Use and Safety Policy (guns, weapons, pornographic materials, inappropriate language, alcohol, drug, gang-related symbols, etc.) will result in disciplinary actions and may result in the loss of Chromebook privileges.

Managing Files and Saving Work

Students may save documents to their Google Drive found on their “@lp.k12.mn.us” account. Saving to Google Drive will make the file accessible from any computer with Internet access. Students using Google Drive to work on their documents will not need to save their work, as Drive will save each keystroke as the work is being completed. It is the responsibility of the student to maintain the integrity of his/her files and keep proper backups.

Home Internet Access

Students are allowed to set up access to home wireless networks on their Chromebooks. This will allow students to access resources needed to complete schoolwork. Contact your Internet provider if you have trouble connecting to your home network.

Chromebooks are content filtered (blocked from pornography, hate, violence, most social media) on the school's network. Any student who attempts to bypass the content filter is in violation of the Acceptable Use Agreement and subject to disciplinary action.

Students who do not have home Internet access: documents, worksheets, videos, and content needed for homework can be downloaded to Google Drive and can be accessed offline without access to the internet. For information about working on Google Drive files offline on your Chromebook, go to:

<http://support.google.com/chromebook/answers/2809731>

Chromebook Care

The Chromebook will update automatically every time the device is connected to the Internet. If the Chromebook does not appear to be working correctly, is running slow, or has trouble connecting to the school's network, turn it into the Tech Department for maintenance. You will receive a “loaner” while yours is repaired.

While the cost of the Chromebooks are significantly less than those of many laptops and tablets, we encourage students to properly care for them to avoid unnecessary replacement costs.

- Do not carry Chromebooks while the screen is open.
- Do not place Chromebooks on uneven surfaces where they might be subject to an accidental fall.
- For optimal performance, do not block airflow when the device is on. Do not leave it on top of blankets, beds, sofas, pillows, etc. while on and in use.
- Avoid eating or drinking near Chromebooks.
- Avoid exposure to extreme temperatures - below freezing or above 90 degrees
- Avoid placing or dropping heavy objects on top of the Chromebook.
- School-owned case must be used.
- Chromebooks and Chromebook Cases must remain free of any decorative writing, drawing, stickers, paint, tape, or labels that are not property of Lester Prairie Schools.

Chromebook Cleaning

Never use any product containing alcohol, ammonia, or other strong solvents to clean the Chromebook.

- Create a gentle cleaning solution composed of 75% water and 25% white vinegar or just water.
- Disconnect the Chromebook from power and ensure it is off.
- Apply the solution to a cotton cloth, lint free, microfiber, chamois, or some other very soft cloth. New use paper towels or tissues. **Never apply the solution directly on the Chromebook.**
- Wipe the cloth against the screen of the Chromebook in a circular and consistent motion. Rapid circular movements tend to eliminate streaking. Ensure that you apply even pressure to the cloth, but not so much as to cause damage to the screen.
- Repeat these steps for cleaning the outer case and keyboard of the Chromebook.

Parent/Guardian Guide

Talk to your child about values and proper conduct he/she should follow while using the Internet.

Be an active participant in your child's digital life. Have your child show you what sites he/she is navigating, apps used, and current assignments/projects/research.

The following resources will assist in promoting positive conversation(s) between you and your child regarding digital citizenship.

NetSmartz: <http://www.netsmartz.org/Parents>

Common Sense Media: <http://www.common sense media.org/>

All policies and handbooks referred to in this document can be found on the Lester Prairie Schools' website.

Grade: _____

~~2023-2024~~ **2024-2025** Chromebook/Chrome Tablet Usage Agreement Form

Student's Name: _____ Parent/Guardian Name: _____
Print First and Last Name Print First and Last Name

Student Agreement

- I will not leave my Chromebook/Chrome Tablet unattended or unsecured at any time.
- I will not lend/share/borrow my Chromebook/Chrome Tablet to anyone.
- I will bring my Chromebook/Chrome Tablet to school charged and ready for use each day.
- School district Chromebook/Chrome Tablet & charger may be sent home unless the parent refuses in writing.
- I will not disassemble, repair, hack, or subvert the security of school devices or networks.
- I have read or will read and understand the Lester Prairie Schools Chromebook/Chrome Tablet Handbook and Policy Manual, Internet Acceptable Use and Safety Policy #524, and Lester Prairie Schools Student Handbook.
- I agree to abide by all Lester Prairie policies governing the use of my technology usage in school & home.
- I understand that my technology devices are subject to inspection by Lester Prairie staff at any time, and school-owned devices remain the property of Lester Prairie Schools.
- The use of a school device is a privilege that can be revoked. Inappropriate use or neglect of a device can result in limits to or loss of use of the Chromebook/Chrome Tablet or any other technology device.
- I understand that I am responsible for any intentional or negligent damage to both personal and school-owned devices and networks.
- I will file a report with the school office in the event of loss/theft or damage/of equipment or failure of the Chromebook/Chrome Tablet.
- I will return the school device and charger in working order as directed by the technology staff.

Parent/Guardian Agreement

- I have read and understand all terms of Chromebook/Chrome Tablet Handbook and Policy Manual and the Lester Prairie Student Handbook policies and agree to allow my child to participate in the Chromebook 1:1 Program.
- I have discussed the technology expectations with my child and will support the school in guiding my child in using school electronic devices at home and school as an educational tool.
- I am responsible for monitoring and guiding my child's activity on any home technology usage.
- Damage to school devices or loss (including power charger) will be paid by the parent/guardian of the student-issued device to the district.**

User Insurance Fee is Paid before receiving Chromebook/Chrome Tablet. Deductible Repair Fee of ~~\$50~~ **\$5** for each repair/claim needing to be sent for repair at Trafera. The Deductible Repair Fee is only for accidental damage, not for deliberate or negligent damage or theft.

Office use: Mark when Paid

Required User Insurance Fee

_____ ~~\$30~~ **\$5** Required User Insurance Fee (yearly)/~~\$75~~ **\$80** Family Max

_____ ~~\$15~~ **\$20** FRP Required User Insurance Fee (yearly)/~~\$40~~ **\$45** Family Max

By signing, we agree to the stipulations set forth in this document as well as the Lester Prairie Schools' Chromebook/Chrome Tablet Handbook and Policy Manual, Internet Acceptable Use and Safety Policy #524, and Lester Prairie School Student Handbook.

Student Signature: _____ Date: _____

Parent/Guardian Signature: _____

Date: _____

ISD 424 Policy 524-B

INTERNET USE AGREEMENT - STUDENT

STUDENT

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

PARENT OR GUARDIAN

As the parent or guardian of this student, I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet. I understand that this access is designed for educational purposes. The school district has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the school district to restrict access to all controversial materials and I will not hold the school district or its employees or agents responsible for materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian's Name (please print): _____

Parent or Guardian Signature: _____

Date: _____

Lester Prairie Public School, ISD #424

Budget Comparison

	6/21/2021	3/21/2022	6/20/2022	3/16/2023	6/22/2023	5/20/2024
Revenues	2021-2022 Preliminary Budget	2021-2022 Revised Budget	2022-2023 Preliminary Budget	2022-2023 Revised Budget	2023-2024 Preliminary Budget	2023-2024 Revised Budget
1	5,405,121.00	5,802,349.37	5,534,316.00	5,618,484.91	5,849,925.00	5,957,900.00
2	252,950.00	252,950.00	267,992.73	261,300.00	208,909.00	354,358.00
4	202,414.00	213,064.00	182,228.00	187,946.00	207,104.00	194,017.00
6	0.00	0.00	0.00	0.00	0.00	0.00
7	220,552.00	220,552.00	0.00	0.00	1,225,523.00	1,225,523.00
Total	6,081,037.00	6,488,915.37	5,984,536.73	6,067,730.91	7,491,461.00	7,731,798.00
Expenditures	2021-2022 Preliminary Budget	2021-2022 Revised Budget	2022-2023 Preliminary Budget	2022-2023 Revised Budget	2023-2024 Preliminary Budget	2023-2024 Revised Budget
1	5,052,775.13	5,411,038.30	5,405,185.69	5,550,472.13	5,975,042.50	5,817,577.00
2	246,334.15	234,480.33	294,461.47	310,518.47	301,491.46	284,942.00
4	220,959.71	227,576.32	233,505.42	213,298.14	205,633.84	211,762.00
6	0.00	0.00	0.00	0.00	0.00	0.00
7	295,374.00	295,374.00	0.00	0.00	1,167,631.00	1,167,631.00
Total	5,815,442.99	6,168,468.95	5,933,152.57	6,074,288.74	7,649,798.80	7,481,912.00
TOTALS	2021-2022 Preliminary Budget	2021-2022 Revised Budget	2022-2023 Preliminary Budget	2022-2023 Revised Budget	2023-2024 Preliminary Budget	2023-2024 Revised Budget
Revenues	6,081,037.00	6,488,915.37	5,984,536.73	6,067,730.91	7,491,461.00	7,731,798.00
Expenditures	<u>5,815,442.99</u>	<u>6,168,468.95</u>	<u>5,933,152.57</u>	<u>6,074,288.74</u>	<u>7,649,798.80</u>	<u>7,481,912.00</u>
	265,594.01	320,446.42	51,384.16	-6,557.83	-158,337.80	249,886.00
GENERAL FUND	2021-2022 Preliminary Budget	2021-2022 Revised Budget	2022-2023 Preliminary Budget	2022-2023 Revised Budget	2023-2024 Preliminary Budget	2023-2024 Revised Budget
Fund 1						
Revenues	5,405,121.00	5,802,349.37	5,534,316.00	5,618,484.91	5,849,925.00	5,957,900.00
Expenditures	<u>5,052,775.13</u>	<u>5,411,038.30</u>	<u>5,405,185.69</u>	<u>5,550,472.13</u>	<u>5,975,042.50</u>	<u>5,817,577.00</u>
	352,345.87	391,311.07	129,130.31	68,012.78	-125,117.50	140,323.00
FOOD SERVICE	2021-2022 Preliminary Budget	2021-2022 Revised Budget	2022-2023 Preliminary Budget	2022-2023 Revised Budget	2023-2024 Preliminary Budget	2023-2024 Revised Budget
Fund 2						
Revenues	252,950.00	252,950.00	267,992.73	261,300.00	208,909.00	354,358.00
Expenditures	<u>246,334.15</u>	<u>234,480.33</u>	<u>294,461.47</u>	<u>310,518.47</u>	<u>301,491.46</u>	<u>284,942.00</u>
	6,615.85	18,469.67	-26,468.74	-49,218.47	-92,582.46	69,416.00
COMM SERVICE	2021-2022 Preliminary Budget	2021-2022 Revised Budget	2022-2023 Preliminary Budget	2022-2023 Revised Budget	2023-2024 Preliminary Budget	2023-2024 Revised Budget
Fund 4						
Revenues	202,414.00	213,064.00	182,228.00	187,946.00	207,104.00	194,017.00
Expenditures	<u>220,959.71</u>	<u>227,576.32</u>	<u>233,505.42</u>	<u>213,298.14</u>	<u>205,633.84</u>	<u>211,762.00</u>
	-18,545.71	-14,512.32	-51,277.42	-25,352.14	1,470.16	-17,745.00
DEBT SERVICE	2021-2022 Preliminary Budget	2021-2022 Revised Budget	2022-2023 Preliminary Budget	2022-2023 Revised Budget	2023-2024 Preliminary Budget	2023-2024 Revised Budget
Fund 6 & 7						
Revenues	0.00	0.00	1,125,316.00	1,125,316.00	1,225,523.00	1,225,523.00
Expenditures	<u>0.00</u>	<u>0.00</u>	<u>1,160,330.00</u>	<u>1,184,504.00</u>	<u>1,167,631.00</u>	<u>1,167,631.00</u>
	0.00	0.00	-35,014.00	-59,188.00	57,892.00	57,892.00



2550 University Ave. W.
Suite 423-S
St. Paul, MN 55114
651.251.7570
www.eraeng.com

ERA Project Number: 20241327
Project Name: Lester Prairie HVAC Improv.
Location: Lester Prairie, MN
Date: April 16th, 2024

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "Agreement") is entered into by and ERA Structural Engineering, a Minnesota corporation ("ERA") whose address is 2550 University Ave. W., #423-S, St. Paul, MN 55114 and Lester Prairie Public Schools, a Minnesota entity (the "Client") whose address is 131 Hickory St N, Lester Prairie, MN 55354, radeke@lp.k12.mn.us.

ERA and Client are at times referred herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Client is hiring ERA to provide certain services to Client as described herein pursuant to the terms and conditions below.

NOW THEREFORE, in consideration of the mutual conditions set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and ERA agree as follows:

1. **Scope of Services.** ERA shall provide the services listed in **Exhibit A** (the "Services") to the Client in accordance with the terms of this Agreement.
2. **Compensation.** ERA shall be compensated for the Services as follows (the "Price"):

Hourly not to exceed \$6,200.00 plus Reimbursable Expenses.

***Reimbursable Expenses** shall include mileage, CAD plots, travel expenses to and from the site, messenger services, and postage.

3. **Obligations of Client.**

3.1 The Client shall provide information in a timely manner regarding requirements for the limitations on the project.

3.2 ERA shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Client and other agents.

3.3 Client or its designated contractor or agent shall be the general administrator of the Services for the Project and shall facilitate the exchange of information among the consultants retained by Client for the Project in a timely manner.

4. **Obligations of ERA.**

4.1 ERA shall complete all the Services pursuant to all federal, state, and local government laws, codes, regulations, ordinances, and any other government requirements (including but not limited to, federal and state labor and immigration laws).

4.2 ERA shall be responsible for the methods and means used in performing the Services.

4.3 The standard of care for the Services under this agreement will be the care and skill ordinarily used by structural engineers practicing in a similar location under similar circumstances. Recommendations are based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Nothing in the Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

4.4 ERA shall provide any and all written reports and/or inspections in a timely and detailed manner and as requested by Client. Visits to the Project site are not intended to fulfill the requirements for "Special Inspections" as set forth in IBC Section 1701.

4.5 The Client and ERA bind themselves, ERA agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor ERA shall assign this Agreement without the written consent of the other.

4.6 If required in the jurisdiction where the Project is located, ERA or its agents shall be a licensed professional to perform the services described in this Agreement.

5. **Performance.** ERA shall perform its Services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. ERA shall perform its Services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

6. **Insurance.** ERA agrees to obtain, maintain, and pay for the insurance coverages and limits described in Exhibit B with insurance companies licensed to do business in the state in which the Project is located.

7. **Payments.**

7.1 The Price shall include all applicable taxes, if any, and shall be paid in progress payments, if applicable.

7.2 ERA may at its option submit invoices to Client via e-mail or regular mail twice monthly on or around the 5th and 20th of each month for Services rendered under this Agreement.

7.3 Client shall make full payment to ERA within 30 days from date of invoice. If Client payment terms differ from the traditional terms it must be noted, and Client shall make full payment within 60 days of completion of services.

7.4 Payments for services shall be made monthly in proportion to services performed. Amounts unpaid 60 days after invoice shall bear interest at a rate of 8% annually.

7.5 If Client fails to make payments in full, Client shall also pay for all collection costs, including employee time and expense and all attorney's fees and costs ERA incurs in collection of and/or protection of its interest in the Client's past due account or other enforcement of this Agreement.

8. **Changes to Agreement.** Changes to this Agreement may only be made in a written Change Order, Project Summary or other amendment to this Agreement fully executed by Client and ERA.

9. **Copyrights and Licenses.** All reports, drawings, specifications, computer files, field data, notes or other documents and instruments of service prepared by ERA (collectively "Instruments of Service") shall remain the property of ERA, who shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. Upon payment in full for Services properly rendered, ERA will grant the Client a royalty-free, limited, non-exclusive license to possess, reproduce, distribute, and use the Instruments of Service solely in connection with this Agreement and maintenance, use and operation of the Project. Client shall not reuse or make any modification to the Instruments of Service without prior written authorization of ERA.

10. **Termination.**

10.1 **ERA's Termination.** ERA may terminate this Agreement following five (5) days' written notice if:

10.1.1 Any payment is not made in accordance with the terms of this Agreement;

10.1.2 Client materially breaches this Agreement;

10.1.3 The Project is stopped, through no act or fault of ERA, its agents or employees, for a period or periods aggregating ninety (90) days; or

10.1.4 A bankruptcy, liquidation, or receivership of or related to the Client occurs.

10.2 **Client's Termination.** Client may terminate this Agreement if ERA:

10.2.1 Defaults in the performance of any material provision herein and fails to cure such default within five (5) days of receiving written notice from Client of such default;

10.2.2 Allows any vendor of ERA to file a mechanic's lien statement against the real property upon which the Project is located that is not removed or for which a bond is not secured within thirty (30) days after Client provides notice of the mechanic's lien to ERA.

10.2.3 Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

10.2.4 Has otherwise breached a provision of the Agreement.

11. **Notices.** Any written notice which may be or is required to be given pursuant to the provision of the Agreement shall be deemed sufficient if delivered or sent by electronic mail ("E-mail"), personal delivery, or certified mail, postage prepaid, return receipt requested, to the address above. Notices given by E-mail shall be deemed delivered on the day they were transmitted if transmitted by 6:00 p.m. Central Time. Notices given by E-mail after 6:00 p.m. Central Time shall be deemed delivered the day following the day of transmission. Notices given by personal delivery shall be deemed delivered on the date the personal delivery is made. Notices by certified mail shall be deemed delivered two (2) business days after the date of mailing. Any notices given under this Agreement shall be in writing and addressed as stated in the opening paragraph of hereof.

12. **Disputes.**

12.1 Any claim arising out of or related to this Agreement, except those waived herein, shall be subject to mediation. The parties shall select a mediator within seven (7) days of demand. If the parties are unable to select a mediator within seven days of demand, then Client and ERA shall each select a mediator (hereinafter "selected mediators") and the selected mediators shall select a third mediator (hereinafter "third mediator") and the third mediator shall mediate the disputes. Mediation shall be governed by the American Arbitration Association ("AAA") – Construction Industry Mediation Rules, without submitting the same to AAA. Mediation is an express condition to commencing a Suit.

12.2 If a dispute is not settled through mediation, the parties may pursue all available legal remedies in a court of competent jurisdiction ("Suit").

12.3 Any Mediation or Suit shall be venued in Ramsey County, Minnesota ("County") unless the laws of the state where the Project is located require otherwise, and ERA and Client hereby consent and subject themselves to the jurisdiction of the district court of the County and the jurisdiction of all the higher Minnesota courts. This Agreement shall be governed by the laws of the State of Minnesota unless the laws of the state where the Project is located require otherwise.

12.4 To the fullest extent permitted by law, Client's entitlement to mediation and litigation as provided herein for any claims and/or causes of action(s) arising out of or related to this Agreement shall be barred one (1) year from the time Client knew or should have known of its claim(s) and/or causes of action(s) against or involving ERA or the Services.

13. **Indemnification.** To the fullest extent permitted by law, ERA shall indemnify, defend and hold harmless Client and each of its respective officers, directors, employees and affiliated entities (the "Client Parties") against all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) (collectively "Claims") arising out of or related to ERA's grossly negligent performance of the Services provided under this Agreement, save and except liability for claims to the extent such claims are caused by the fault of Client Parties. ERA shall obtain and maintain insurance to secure and insure against Claims and the provisions of this Section. Notwithstanding the foregoing, ERA's liability to Client for Claims related to the ERA's provision of the Services shall not exceed four (4) times the compensation received.

14. **Severability.** If any work, term, sentence, paragraph, section, article, or provision of this Agreement is deemed void or unenforceable, it shall not invalidate any other word, term, sentence, paragraph, section, article, or provision of this Agreement, which shall remain in full force and effect.

- 15. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in the favor of a third party against either Client or ERA. ERA's services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against ERA because of this Agreement or the performance or nonperformance of services hereunder. Client and ERA agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities invoice in the Project to carry out the intent of this provision.

- 16. **Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor ERA, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of, or connected in any way, to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of trust, or implied warranty. Both Client and ERA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

- 17. **Entire Agreement.** This Agreement sets out the entire agreement between Client and ERA with respect to the subject matter contained herein. It supersedes all prior agreement, proposals, arrangements, and communications, whether oral or written, with the respect to the subject matter hereof. In the event of any conflict between a provision of this Agreement and a provision of an invoice, the provisions of this Agreement will prevail. No modification or waiver of this Agreement or any of the provisions hereof will bind Client unless an authorized agent of the Client agrees in writing to the modification or waiver.

IN WITNESS HEREOF, Client and ERA have executed this Agreement as set forth below.

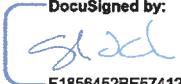
Lester Prairie Public Schools

By: Dr. Melissa Radeke

Its: _____

Date: _____

ERA Structural Engineering

DocuSigned by:


By: Stephen Clark

Its: Partner

Date: 4/19/2024

EXHIBIT A – SCOPE OF SERVICES

1. See exhibit C.

2. Two (2) site visits are included in basic services.

EXHIBIT B
INSURANCE COVERAGES

Commercial General Liability: To include comprehensive form; premises-operations; underground explosion and collapse hazard; products-completed operations; contractual; independent contractors; broad form property damage; and personal injury.

	Each Occurrence	Aggregate
Bodily Injury and Property Damage Combined	\$2,000,000	\$4,000,000
Personal Injury	\$2,000,000	\$4,000,000
Damage to Rented Premises	\$1,000,000	---
Medical Expenses (Any One Person)	\$ 10,000	---
Products-Completed Operations	\$4,000,000	\$4,000,000

Automobile Liability: To include all owned autos (private passenger and other than private passenger), hired and non-owned auto.

	Each Occurrence	Combined Single Limit
Bodily Injury and Property Damage Combined	\$2,000,000	\$2,000,000

Umbrella:

	Each Occurrence	Aggregate
Bodily Injury and Property Damage Combined	\$6,000,000	\$6,000,000

Workers' Compensation: To include coverage A-statutory (which may be satisfied by self-insurance program meeting the requirements of applicable State law) and Occupational Disease Coverage. To the fullest extent permitted by law, Workers' Compensation coverage shall include a waiver of subrogation against Client.

Coverage B

Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

ERA Liability and/or Errors and Omissions. To include prior acts coverage sufficient to cover all the Services performed by ERA and a deductible not to exceed \$150,000.00.

	Each Occurrence	Aggregate
ERA Liability and/or Errors and Omissions	\$5,000,000	\$5,000,000

EXHIBIT C



ERA Structural Engineering
2550 University Ave. W. Suite 423-S
St. Paul, MN 55114

PROPOSAL

Client: Lisa Hins
Lester Prairie School District #424
131 Hickory Street North
Lester Prairie, MN 55354

Date: April 13, 2024
ERA Project Manager: Greg McCool, PE

ERA Proposal Number: 2024-1327

Project Name: Lester Prairie HVAC Improvements
Project Location: Lester Prairie, MN

Project Description: This project consists of adding two (2) new condensing units (CU) to the existing building roof, replacing one (1) indoor air handling unit (AHU), and adding a coiling coil to an existing rooftop unit (RTU). Structural scope includes evaluating the existing roof structure for the added load from the equipment listed above and designing strengthening as necessary to support it. The existing roof structure consists of metal deck supported by steel beams, open-web steel joists, and masonry bearing walls. Existing foundations consist of conventional shallow footings. Existing structural drawings are available for the building.

This proposal is based on the following assumptions:

- No snowdrift will be triggered by the new rooftop equipment, and no access platforms will be required.
- The proposed rooftop equipment will not require architectural screening. Any screening required by ordinance or owner request will be integral to the unit and will not trigger snowdrift.
- Support framing for the indoor AHU will be designed by mechanical contractor.
- New roof openings are assumed for new refrigerant piping only. Existing roof openings to be abandoned are assumed to be capped by others. No existing floor opening infills or new wall/floor openings are assumed.
- Other than those that can be addressed with a brief email or RFI response, structural engineering as required to address discovered conditions will be treated as an additional service. ERA will notify Lester Prairie Schools immediately if discovered conditions will require additional time or site visits to resolve and provide a fee estimate for addressing them.
- ERA's Revit® modeling of existing structure will be limited to areas deemed necessary by ERA. Additional modeling of existing structure may be provided as an additional service.

Basic Services: For Basic Services on this project, ERA shall:

1. Provide engineering and Revit® modeling (BIM) as required to create construction documents.
2. Review structural shop drawings and submittals for compliance with design intent.
3. Respond to field questions related to our scope of work.
4. Provide one (1) site visit to verify existing conditions and one (1) site visit during construction.

Compensation: For Basic Services rendered, ERA shall be compensated hourly not to exceed **\$6,200.00**, plus Reimbursable Expenses.

Optional Services: ERA can provide the following Optional Services upon request:

- BIM services for other structures
- As-built drawings
- Temporary conditions "means and methods" engineering

Other Terms: ERA is the Client's independent professional consultant for this part of the project. ERA is responsible for the methods and means used in performing ERA's services under this Agreement. Client shall be the general administrator of the professional services for the project, and shall facilitate the exchange of information among the consultants retained by Client for the project in a timely manner.

The standard of care for all professional engineering and related services performed or furnished by ERA under this Agreement will be the care and skill ordinarily used by structural engineers practicing in a similar location under similar circumstances. ERA makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by ERA.

Submitted by:

A handwritten signature in black ink, appearing to read 'SJC', is written over a horizontal line.

Stephen J. Clark, PE, SE
Senior Partner



2024 Rates

MAIN OFFICE

ERA Structural Engineering
2550 University Ave. W
Suite 423-S
St. Paul, MN 55114
651.251.7570

CURRENT HOURLY BILLING RATES

Engineering Intern	\$75
Graduate Structural Engineer	\$130
Structural Engineer	\$150
Sr. Structural Engineer	\$170
Lead Structural Engineer	\$190
Sr. Lead Structural Engineer	\$210
Modeler Intern	\$65
Structural Modeler I	\$105
Structural Modeler II	\$120
Senior Structural Modeler	\$135
Lead Structural Modeler	\$155
Senior Lead Structural Modeler	\$190
Associate	\$190
Senior Associate	\$210
Principal	\$225
Partner	\$250
Senior Partner	\$250

*Hourly billing rates are subject to change on an annual basis



9065 Zachary Lane N
Maple Grove, MN 55639

PROPOSAL

Proposal #: CJ24015

Date: 3/26/2024

To: Lester Prairie Public Schools
131 Hickory Street
Lester Prairie, MN 55354

Project: Lester Prairie School-EMS Upgrade

Attention: Lisa Hins

We propose to furnish the materials and/or perform the labor necessary to:

- Provide and install (2) Schneider Electric Network Controllers to replace existing Johnson Controls Network Controllers; Includes 18 software maintenance license agreement
- Provide and install Enterprise Server Software on customer provided server; Includes 5-year software maintenance license agreement
- New Network Controllers will communicate to all existing Johnson field level controllers.
- All existing field controllers, sensors, valves and actuators are assumed to be working and will be reused.
- Completely create all new graphics, trends, alarms, and schedules.
- Provide owner with a completed updated copy of Asbuilt control drawings.
- Provide owner with (1) year unlimited graphical user interface training

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: **\$47,550.00** .

Exclusions:

- Labor to install software updates not included

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Chris Jilek
Account Manager

ACCEPTANCE OF PROPOSAL

The prices, specifications and other Terms set forth on page 2 of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

Accepted by:

Name (print):

Title:

Company Name:

Date:

Uhl Company, Inc. – Terms and Conditions of Service

1. Customer's signature on the attached Proposal forms a binding agreement between Customer and Uhl Company, Inc. ("UHL") for the work described in the Proposal according to the Terms and Conditions contained herein (hereinafter the "Agreement").
2. UHL agrees to use competent personnel and industry standards to perform its work in a timely and professional manner.
3. All labor is to be performed during UHL's normal working hours, unless specified elsewhere in the Proposal.
4. The prices contained in the Proposal are good for 30 days. If at any time the materials, equipment or parts contained in the Proposal become subject to a tariff, levy or other price increase of more than 5% due to action by the U.S. or a foreign government, then UHL shall be entitled to an increase in the price of this Agreement equal to increase in the price of the materials, equipment or parts.
5. UHL represents that it carries Worker's Compensation, general liability, automobile liability, and excess liability insurance policies. Customer shall carry any other insurance necessary for the protection of the project or Customer's interests.
6. Payment is due within 30 days of UHL's invoice date. Interest shall accrue on any unpaid balance at a rate of 1.5% per month. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights that may exist.
7. In the event of Customer's default of its obligations under this Agreement, other than its payment obligations, UHL will give 10 day's notice to cure. If Customer remains in default after the 10 day cure period, UHL may terminate this Agreement and recover the balance due, in addition to all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed. In the event Customer fails to make payment within 30 days of being invoiced, UHL may immediately cease all work under this Agreement without notice and cancel this Agreement, at which time the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, Customer shall pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed.
8. If, for any reason, Customer directs a cessation of the work on all or any part of the project, UHL shall be paid for the portion of its work completed at the time of cancellation, including all expenses incurred by UHL in securing the project and ceasing work.
9. Unless otherwise specified in the Proposal, UHL will not furnish any performance or material payment bond. If a bond is requested, Customer agrees to reimburse UHL for the cost of the bond.
10. All labor is warranted for 90 days (except in the case of compressor replacements, which carry a 30 day warranty), while materials, equipment and parts are warranted according to manufacturer specifications. UHL's warranty obligations do not arise if the failure is the result of faulty installation or abuse by others, incorrect electrical connections or alterations made by others, or use under abnormal operating conditions or misapplication of the materials, equipment or parts. Manufacturer warranties may include an allowance for the cost of labor and related costs such as crane rental, refrigerant, etc., for correcting defects in material and workmanship. If the standard manufacturer's warranty does not provide for this additional coverage, Customer shall be responsible for payment of these costs to UHL.
11. UHL MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTY IS HEREBY DISCLAIMED BY UHL AND EXCLUDED FROM THIS AGREEMENT. UHL'S WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR MADE ANY REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE CUSTOMER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.
12. ANY AND ALL CLAIMS AGAINST UHL MUST BE BROUGHT WITHIN ONE YEAR OF PERFORMANCE OF THE WORK UNDER THIS AGREEMENT. UHL'S LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM OR IN ANY WAY CONNECTED TO UHL'S WORK UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL UHL BE RESPONSIBLE FOR ANY CLAIMS FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY WAY CONNECTED TO UHL'S WORK UNDER THIS AGREEMENT.
13. UHL's pricing does not include any cost that may be incurred due to the existence of hazardous material or its removal or disposal, unless specifically provided for in the Agreement. If costs are incurred by UHL due to the existence of hazardous material, those costs will be paid by Customer without the need for written approval.
14. This Agreement, including these Terms and Conditions and the Proposal, constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and Customer agrees that it is not relying on any representation made by UHL that is not contained herein.
15. These Terms and Conditions may in some instances conflict with terms and conditions or other documents issued by Customer. In such case, the Terms and Conditions contained herein shall govern and Customer acknowledges and agrees that acceptance of this Proposal is conditioned upon Customer's acceptance of the Terms and Conditions herein.
16. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of god, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, accidents or any causes beyond the reasonable control of UHL. If such a delay occurs, the completion date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.



9065 Zachary Lane N
Maple Grove, MN 55639

PROPOSAL

Proposal #: JL24030

Date: 4/2/24

To: Lester Prairie School
131 Hickory Street N
Lester Prairie, MN

Project: Lester Prairie Schools RTU1 Cooling
AHU4 Replacement and Condensing Unit

Attention: Lisa Hins

We propose to furnish the materials and perform the labor necessary to:

- Add 45 ton Daikin condensing unit and evaporator coil to roof top unit one to provide cooling
- Including all refrigeration piping, specialties, and pipe insulation
- Remove and replace existing air handling unit four with new Daikin air handling unit and 45 ton Daikin condenser
- Including all refrigeration piping, specialties, and pipe insulation
- Provide disposal of existing air handling unit four
- New air handling unit will come with DX cooling and hot water heating coils, supply and return fans
- Install new 2" hot water piping from existing supply and returns in the penthouse mechanical room to the new air handling unit, including pipe insulation
- Provide new ductwork and transitions from new air handling unit to existing supply and return duct
- Install roof cap for the relief air penetration from the existing air handling unit four
- Provide and install insulation from the supply ductwork main trunk to the VAVs served by the new roof top unit
- Provide all power wiring, power disconnects, switch gear, and conduit to provide power to both the new condensing units and air handling unit from the nearest power location
- Both new condensing units to reside on customer provided roof curbs
- All rigging to hoist new equipment into place included
- All required permits to complete work
- Startup and verification of operation
- One year parts and labor warranty

Exclusions: controls for new units to be provided on separate proposal, roofing to be provided by customer, structural engineering survey, design, or steelwork found in survey, sprinkler pipe relocation, overtime labor

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: **\$368,350.00**

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Jake Lehmann
Account Manager

ACCEPTANCE OF PROPOSAL

The prices, specifications and other Terms set forth on page 2 of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

Accepted by:

Name (print):

Title:

Company Name:

Date:

Uhl Company, Inc. – Terms and Conditions of Service

1. Customer's signature on the attached Proposal forms a binding agreement between Customer and Uhl Company, Inc. ("UHL") for the work described in the Proposal according to the Terms and Conditions contained herein (hereinafter the "Agreement").
2. UHL agrees to use competent personnel and industry standards to perform its work in a timely and professional manner.
3. All labor is to be performed during UHL's normal working hours, unless specified elsewhere in the Proposal.
4. The prices contained in the Proposal are good for 30 days. If at any time the materials, equipment or parts contained in the Proposal become subject to a tariff, levy or other price increase of more than 5% due to action by the U.S. or a foreign government, then UHL shall be entitled to an increase in the price of this Agreement equal to increase in the price of the materials, equipment or parts.
5. UHL represents that it carries Worker's Compensation, general liability, automobile liability, and excess liability insurance policies. Customer shall carry any other insurance necessary for the protection of the project or Customer's interests.
6. Payment is due within 30 days of UHL's invoice date. Interest shall accrue on any unpaid balance at a rate of 1.5% per month. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights that may exist.
7. In the event of Customer's default of its obligations under this Agreement, other than its payment obligations, UHL will give 10 day's notice to cure. If Customer remains in default after the 10 day cure period, UHL may terminate this Agreement and recover the balance due, in addition to all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed. In the event Customer fails to make payment within 30 days of being invoiced, UHL may immediately cease all work under this Agreement without notice and cancel this Agreement, at which time the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, Customer shall pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed.
8. If, for any reason, Customer directs a cessation of the work on all or any part of the project, UHL shall be paid for the portion of its work completed at the time of cancellation, including all expenses incurred by UHL in securing the project and ceasing work.
9. Unless otherwise specified in the Proposal, UHL will not furnish any performance or material payment bond. If a bond is requested, Customer agrees to reimburse UHL for the cost of the bond.
10. All labor is warranted for 90 days (except in the case of compressor replacements, which carry a 30 day warranty), while materials, equipment and parts are warranted according to manufacturer specifications. UHL's warranty obligations do not arise if the failure is the result of faulty installation or abuse by others, incorrect electrical connections or alterations made by others, or use under abnormal operating conditions or misapplication of the materials, equipment or parts. Manufacturer warranties may include an allowance for the cost of labor and related costs such as crane rental, refrigerant, etc., for correcting defects in material and workmanship. If the standard manufacturer's warranty does not provide for this additional coverage, Customer shall be responsible for payment of these costs to UHL.
11. UHL MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTY IS HEREBY DISCLAIMED BY UHL AND EXCLUDED FROM THIS AGREEMENT. UHL'S WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR MADE ANY REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE CUSTOMER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.
12. ANY AND ALL CLAIMS AGAINST UHL MUST BE BROUGHT WITHIN ONE YEAR OF PERFORMANCE OF THE WORK UNDER THIS AGREEMENT. UHL'S LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM OR IN ANY WAY CONNECTED TO UHL'S WORK UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL UHL BE RESPONSIBLE FOR ANY CLAIMS FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY WAY CONNECTED TO UHL'S WORK UNDER THIS AGREEMENT.
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14. This Agreement, including these Terms and Conditions and the Proposal, constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and Customer agrees that it is not relying on any representation made by UHL that is not contained herein.
15. These Terms and Conditions may in some instances conflict with terms and conditions or other documents issued by Customer. In such case, the Terms and Conditions contained herein shall govern and Customer acknowledges and agrees that acceptance of this Proposal is conditioned upon Customer's acceptance of the Terms and Conditions herein.
16. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of god, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, accidents or any causes beyond the reasonable control of UHL. If such a delay occurs, the completion date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.



9065 Zachary Lane N
Maple Grove, MN 55639

PROPOSAL

Proposal #: CJ24016
Date: 3/26/2024

To: Lester Prairie Public Schools
131 Hickory Street North
Lester Prairie, MN 55354

Project: Lester Prairie School-RTU Controls

Attention: Lisa Hins

We propose to furnish the materials and/or perform the labor necessary to:

- Demo existing Johnson DDC controls for RTU; Includes Schneider Electric controller, New DAT, RAT, MAT, RARH, Provide staging control for new DX coil for existing RTU. All other sensors, relays, valves, actuators are assumed to be working and will be reused.
- Provide and install DDC controls for new RTU; Includes new controller, DAT, RAT, MAT, RARH, sensors, provide duct pressure sensor, Supply and return Fan Start/Stop/Status, low limit stat, VFD control, VFD's provided by equipment manufacture
- Electrical wire, conduit and miscellaneous electrical material for the DDC system
- Complete DDC programming, graphics, startup and checkout
- Complete O&M manuals with asbuilt drawings upon completion of project

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: **\$30,800.00** .

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Chris Jilek
Account Manager

ACCEPTANCE OF PROPOSAL

The prices, specifications and other Terms set forth on page 2 of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

Accepted by:

Name (print):

Title:

Company Name:

Date:

Uhl Company, Inc. – Terms and Conditions of Service

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10. All labor is warranted for 90 days (except in the case of compressor replacements, which carry a 30 day warranty), while materials, equipment and parts are warranted according to manufacturer specifications. UHL's warranty obligations do not arise if the failure is the result of faulty installation or abuse by others, incorrect electrical connections or alterations made by others, or use under abnormal operating conditions or misapplication of the materials, equipment or parts. Manufacturer warranties may include an allowance for the cost of labor and related costs such as crane rental, refrigerant, etc., for correcting defects in material and workmanship. If the standard manufacturer's warranty does not provide for this additional coverage, Customer shall be responsible for payment of these costs to UHL.
11. UHL MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTY IS HEREBY DISCLAIMED BY UHL AND EXCLUDED FROM THIS AGREEMENT. UHL'S WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR MADE ANY REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE CUSTOMER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.
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14. This Agreement, including these Terms and Conditions and the Proposal, constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and Customer agrees that it is not relying on any representation made by UHL that is not contained herein.
15. These Terms and Conditions may in some instances conflict with terms and conditions or other documents issued by Customer. In such case, the Terms and Conditions contained herein shall govern and Customer acknowledges and agrees that acceptance of this Proposal is conditioned upon Customer's acceptance of the Terms and Conditions herein.
16. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of god, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, accidents or any causes beyond the reasonable control of UHL. If such a delay occurs, the completion date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.



9065 Zachary Lane N
Maple Grove, MN 55639

PROPOSAL

Proposal #: CJ24015

Date: 3/26/2024

To: Lester Prairie Public Schools
131 Hickory Street
Lester Prairie, MN 55354

Project: Lester Prairie School-EMS Upgrade

Attention: Lisa Hins

We propose to furnish the materials and/or perform the labor necessary to:

- Provide and install (2) Schneider Electric Network Controllers to replace existing Johnson Controls Network Controllers; Includes 18 software maintenance license agreement
- Provide and install Enterprise Server Software on customer provided server; Includes 5-year software maintenance license agreement
- New Network Controllers will communicate to all existing Johnson field level controllers.
- All existing field controllers, sensors, valves and actuators are assumed to be working and will be reused.
- Completely create all new graphics, trends, alarms, and schedules.
- Provide owner with a completed updated copy of Asbuilt control drawings.
- Provide owner with (1) year unlimited graphical user interface training

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: **\$47,550.00** .

Exclusions:

- Labor to install software updates not included

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Chris Jilek
Account Manager

ACCEPTANCE OF PROPOSAL

The prices, specifications and other Terms set forth on page 2 of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

Accepted by:

Name (print):

Title:

Company Name:

Date:

Uhl Company, Inc. – Terms and Conditions of Service

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5. UHL represents that it carries Worker's Compensation, general liability, automobile liability, and excess liability insurance policies. Customer shall carry any other insurance necessary for the protection of the project or Customer's interests.
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11. UHL MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTY IS HEREBY DISCLAIMED BY UHL AND EXCLUDED FROM THIS AGREEMENT. UHL'S WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR MADE ANY REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE CUSTOMER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.
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9065 Zachary Lane N
Maple Grove, MN 55639

PROPOSAL

Proposal #: JL24030

Date: 4/2/24

To: Lester Prairie School
131 Hickory Street N
Lester Prairie, MN

Project: Lester Prairie Schools RTU1 Cooling
AHU4 Replacement and Condensing Unit

Attention: Lisa Hins

We propose to furnish the materials and perform the labor necessary to:

- Add 45 ton Daikin condensing unit and evaporator coil to roof top unit one to provide cooling
- Including all refrigeration piping, specialties, and pipe insulation
- Remove and replace existing air handling unit four with new Daikin air handling unit and 45 ton Daikin condenser
- Including all refrigeration piping, specialties, and pipe insulation
- Provide disposal of existing air handling unit four
- New air handling unit will come with DX cooling and hot water heating coils, supply and return fans
- Install new 2" hot water piping from existing supply and returns in the penthouse mechanical room to the new air handling unit, including pipe insulation
- Provide new ductwork and transitions from new air handling unit to existing supply and return duct
- Install roof cap for the relief air penetration from the existing air handling unit four
- Provide and install insulation from the supply ductwork main trunk to the VAVs served by the new roof top unit
- Provide all power wiring, power disconnects, switch gear, and conduit to provide power to both the new condensing units and air handling unit from the nearest power location
- Both new condensing units to reside on customer provided roof curbs
- All rigging to hoist new equipment into place included
- All required permits to complete work
- Startup and verification of operation
- One year parts and labor warranty

Exclusions: controls for new units to be provided on separate proposal, roofing to be provided by customer, structural engineering survey, design, or steelwork found in survey, sprinkler pipe relocation, overtime labor

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: **\$368,350.00**

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Jake Lehmann
Account Manager

ACCEPTANCE OF PROPOSAL

The prices, specifications and other Terms set forth on page 2 of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

Accepted by:

Name (print):

Title:

Company Name:

Date:

Uhl Company, Inc. – Terms and Conditions of Service

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11. UHL MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTY IS HEREBY DISCLAIMED BY UHL AND EXCLUDED FROM THIS AGREEMENT. UHL'S WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR MADE ANY REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE CUSTOMER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.
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9065 Zachary Lane N
Maple Grove, MN 55639

PROPOSAL

Proposal #: CJ24016
Date: 3/26/2024

To: Lester Prairie Public Schools
131 Hickory Street North
Lester Prairie, MN 55354

Project: Lester Prairie School-RTU Controls

Attention: Lisa Hins

We propose to furnish the materials and/or perform the labor necessary to:

- Demo existing Johnson DDC controls for RTU; Includes Schneider Electric controller, New DAT, RAT, MAT, RARH, Provide staging control for new DX coil for existing RTU. All other sensors, relays, valves, actuators are assumed to be working and will be reused.
- Provide and install DDC controls for new RTU; Includes new controller, DAT, RAT, MAT, RARH, sensors, provide duct pressure sensor, Supply and return Fan Start/Stop/Status, low limit stat, VFD control, VFD's provided by equipment manufacture
- Electrical wire, conduit and miscellaneous electrical material for the DDC system
- Complete DDC programming, graphics, startup and checkout
- Complete O&M manuals with asbuilt drawings upon completion of project

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: **\$30,800.00** .

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Chris Jilek
Account Manager

ACCEPTANCE OF PROPOSAL

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Accepted by:

Name (print):

Title:

Company Name:

Date:

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9065 Zachary Lane N
Maple Grove, MN 55639

PROPOSAL

Proposal #: CJ24015

Date: 3/26/2024

To: Lester Prairie Public Schools
131 Hickory Street
Lester Prairie, MN 55354

Project: Lester Prairie School-EMS Upgrade

Attention: Lisa Hins

We propose to furnish the materials and/or perform the labor necessary to:

- Provide and install (2) Schneider Electric Network Controllers to replace existing Johnson Controls Network Controllers; Includes 18 software maintenance license agreement
- Provide and install Enterprise Server Software on customer provided server; Includes 5-year software maintenance license agreement
- New Network Controllers will communicate to all existing Johnson field level controllers.
- All existing field controllers, sensors, valves and actuators are assumed to be working and will be reused.
- Completely create all new graphics, trends, alarms, and schedules.
- Provide owner with a completed updated copy of Asbuilt control drawings.
- Provide owner with (1) year unlimited graphical user interface training

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: **\$47,550.00** .

Exclusions:

- Labor to install software updates not included

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Respectfully submitted: Chris Jilek
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14. This Agreement, including these Terms and Conditions and the Proposal, constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and Customer agrees that it is not relying on any representation made by UHL that is not contained herein.
15. These Terms and Conditions may in some instances conflict with terms and conditions or other documents issued by Customer. In such case, the Terms and Conditions contained herein shall govern and Customer acknowledges and agrees that acceptance of this Proposal is conditioned upon Customer's acceptance of the Terms and Conditions herein.
16. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of god, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, accidents or any causes beyond the reasonable control of UHL. If such a delay occurs, the completion date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.



9065 Zachary Lane N
Maple Grove, MN 55639

PROPOSAL

Proposal #: JL24030

Date: 4/2/24

To: Lester Prairie School
131 Hickory Street N
Lester Prairie, MN

Project: Lester Prairie Schools RTU1 Cooling
AHU4 Replacement and Condensing Unit

Attention: Lisa Hins

We propose to furnish the materials and perform the labor necessary to:

- Add 45 ton Daikin condensing unit and evaporator coil to roof top unit one to provide cooling
- Including all refrigeration piping, specialties, and pipe insulation
- Remove and replace existing air handling unit four with new Daikin air handling unit and 45 ton Daikin condenser
- Including all refrigeration piping, specialties, and pipe insulation
- Provide disposal of existing air handling unit four
- New air handling unit will come with DX cooling and hot water heating coils, supply and return fans
- Install new 2" hot water piping from existing supply and returns in the penthouse mechanical room to the new air handling unit, including pipe insulation
- Provide new ductwork and transitions from new air handling unit to existing supply and return duct
- Install roof cap for the relief air penetration from the existing air handling unit four
- Provide and install insulation from the supply ductwork main trunk to the VAVs served by the new roof top unit
- Provide all power wiring, power disconnects, switch gear, and conduit to provide power to both the new condensing units and air handling unit from the nearest power location
- Both new condensing units to reside on customer provided roof curbs
- All rigging to hoist new equipment into place included
- All required permits to complete work
- Startup and verification of operation
- One year parts and labor warranty

Exclusions: controls for new units to be provided on separate proposal, roofing to be provided by customer, structural engineering survey, design, or steelwork found in survey, sprinkler pipe relocation, overtime labor

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: **\$368,350.00**

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Jake Lehmann
Account Manager

ACCEPTANCE OF PROPOSAL

The prices, specifications and other Terms set forth on page 2 of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

Accepted by:

Name (print):

Title:

Company Name:

Date:

Uhl Company, Inc. – Terms and Conditions of Service

1. Customer's signature on the attached Proposal forms a binding agreement between Customer and Uhl Company, Inc. ("UHL") for the work described in the Proposal according to the Terms and Conditions contained herein (hereinafter the "Agreement").
2. UHL agrees to use competent personnel and industry standards to perform its work in a timely and professional manner.
3. All labor is to be performed during UHL's normal working hours, unless specified elsewhere in the Proposal.
4. The prices contained in the Proposal are good for 30 days. If at any time the materials, equipment or parts contained in the Proposal become subject to a tariff, levy or other price increase of more than 5% due to action by the U.S. or a foreign government, then UHL shall be entitled to an increase in the price of this Agreement equal to increase in the price of the materials, equipment or parts.
5. UHL represents that it carries Worker's Compensation, general liability, automobile liability, and excess liability insurance policies. Customer shall carry any other insurance necessary for the protection of the project or Customer's interests.
6. Payment is due within 30 days of UHL's invoice date. Interest shall accrue on any unpaid balance at a rate of 1.5% per month. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights that may exist.
7. In the event of Customer's default of its obligations under this Agreement, other than its payment obligations, UHL will give 10 day's notice to cure. If Customer remains in default after the 10 day cure period, UHL may terminate this Agreement and recover the balance due, in addition to all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed. In the event Customer fails to make payment within 30 days of being invoiced, UHL may immediately cease all work under this Agreement without notice and cancel this Agreement, at which time the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, Customer shall pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed.
8. If, for any reason, Customer directs a cessation of the work on all or any part of the project, UHL shall be paid for the portion of its work completed at the time of cancellation, including all expenses incurred by UHL in securing the project and ceasing work.
9. Unless otherwise specified in the Proposal, UHL will not furnish any performance or material payment bond. If a bond is requested, Customer agrees to reimburse UHL for the cost of the bond.
10. All labor is warranted for 90 days (except in the case of compressor replacements, which carry a 30 day warranty), while materials, equipment and parts are warranted according to manufacturer specifications. UHL's warranty obligations do not arise if the failure is the result of faulty installation or abuse by others, incorrect electrical connections or alterations made by others, or use under abnormal operating conditions or misapplication of the materials, equipment or parts. Manufacturer warranties may include an allowance for the cost of labor and related costs such as crane rental, refrigerant, etc., for correcting defects in material and workmanship. If the standard manufacturer's warranty does not provide for this additional coverage, Customer shall be responsible for payment of these costs to UHL.
11. UHL MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTY IS HEREBY DISCLAIMED BY UHL AND EXCLUDED FROM THIS AGREEMENT. UHL'S WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR MADE ANY REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE CUSTOMER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.
12. ANY AND ALL CLAIMS AGAINST UHL MUST BE BROUGHT WITHIN ONE YEAR OF PERFORMANCE OF THE WORK UNDER THIS AGREEMENT. UHL'S LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM OR IN ANY WAY CONNECTED TO UHL'S WORK UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL UHL BE RESPONSIBLE FOR ANY CLAIMS FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY WAY CONNECTED TO UHL'S WORK UNDER THIS AGREEMENT.
13. UHL's pricing does not include any cost that may be incurred due to the existence of hazardous material or its removal or disposal, unless specifically provided for in the Agreement. If costs are incurred by UHL due to the existence of hazardous material, those costs will be paid by Customer without the need for written approval.
14. This Agreement, including these Terms and Conditions and the Proposal, constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and Customer agrees that it is not relying on any representation made by UHL that is not contained herein.
15. These Terms and Conditions may in some instances conflict with terms and conditions or other documents issued by Customer. In such case, the Terms and Conditions contained herein shall govern and Customer acknowledges and agrees that acceptance of this Proposal is conditioned upon Customer's acceptance of the Terms and Conditions herein.
16. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of god, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, accidents or any causes beyond the reasonable control of UHL. If such a delay occurs, the completion date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.



9065 Zachary Lane N
Maple Grove, MN 55639

PROPOSAL

Proposal #: CJ24016

Date: 3/26/2024

To: Lester Prairie Public Schools
131 Hickory Street North
Lester Prairie, MN 55354

Project: Lester Prairie School-RTU Controls

Attention: Lisa Hins

We propose to furnish the materials and/or perform the labor necessary to:

- Demo existing Johnson DDC controls for RTU; Includes Schneider Electric controller, New DAT, RAT, MAT, RARH, Provide staging control for new DX coil for existing RTU. All other sensors, relays, valves, actuators are assumed to be working and will be reused.
- Provide and install DDC controls for new RTU; Includes new controller, DAT, RAT, MAT, RARH, sensors, provide duct pressure sensor, Supply and return Fan Start/Stop/Status, low limit stat, VFD control, VFD's provided by equipment manufacture
- Electrical wire, conduit and miscellaneous electrical material for the DDC system
- Complete DDC programming, graphics, startup and checkout
- Complete O&M manuals with asbuilt drawings upon completion of project

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: **\$30,800.00** .

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Chris Jilek

Account Manager

ACCEPTANCE OF PROPOSAL

The prices, specifications and other Terms set forth on page 2 of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

Accepted by:

Name (print):

Title:

Company Name:

Date:

Uhl Company, Inc. – Terms and Conditions of Service

1. Customer's signature on the attached Proposal forms a binding agreement between Customer and Uhl Company, Inc. ("UHL") for the work described in the Proposal according to the Terms and Conditions contained herein (hereinafter the "Agreement").
2. UHL agrees to use competent personnel and industry standards to perform its work in a timely and professional manner.
3. All labor is to be performed during UHL's normal working hours, unless specified elsewhere in the Proposal.
4. The prices contained in the Proposal are good for 30 days. If at any time the materials, equipment or parts contained in the Proposal become subject to a tariff, levy or other price increase of more than 5% due to action by the U.S. or a foreign government, then UHL shall be entitled to an increase in the price of this Agreement equal to increase in the price of the materials, equipment or parts.
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6. Payment is due within 30 days of UHL's invoice date. Interest shall accrue on any unpaid balance at a rate of 1.5% per month. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights that may exist.
7. In the event of Customer's default of its obligations under this Agreement, other than its payment obligations, UHL will give 10 day's notice to cure. If Customer remains in default after the 10 day cure period, UHL may terminate this Agreement and recover the balance due, in addition to all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed. In the event Customer fails to make payment within 30 days of being invoiced, UHL may immediately cease all work under this Agreement without notice and cancel this Agreement, at which time the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, Customer shall pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed.
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9. Unless otherwise specified in the Proposal, UHL will not furnish any performance or material payment bond. If a bond is requested, Customer agrees to reimburse UHL for the cost of the bond.
10. All labor is warranted for 90 days (except in the case of compressor replacements, which carry a 30 day warranty), while materials, equipment and parts are warranted according to manufacturer specifications. UHL's warranty obligations do not arise if the failure is the result of faulty installation or abuse by others, incorrect electrical connections or alterations made by others, or use under abnormal operating conditions or misapplication of the materials, equipment or parts. Manufacturer warranties may include an allowance for the cost of labor and related costs such as crane rental, refrigerant, etc., for correcting defects in material and workmanship. If the standard manufacturer's warranty does not provide for this additional coverage, Customer shall be responsible for payment of these costs to UHL.
11. UHL MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTY IS HEREBY DISCLAIMED BY UHL AND EXCLUDED FROM THIS AGREEMENT. UHL'S WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR MADE ANY REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE CUSTOMER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.
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15. These Terms and Conditions may in some instances conflict with terms and conditions or other documents issued by Customer. In such case, the Terms and Conditions contained herein shall govern and Customer acknowledges and agrees that acceptance of this Proposal is conditioned upon Customer's acceptance of the Terms and Conditions herein.
16. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of god, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, accidents or any causes beyond the reasonable control of UHL. If such a delay occurs, the completion date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

EMPLOYMENT AGREEMENT

BETWEEN

**I.S.D. #424
Lester Prairie Schools**

and

**The Minnesota School
Employees Association**

All Public Employees excluding Supervisory and Confidential Employees, and Head Custodian

July 1, ~~2022~~ 2024 through June 30, ~~2024~~ 2026

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**ARTICLE I
PURPOSE**

Section 1. Parties

This agreement is entered into between INDEPENDENT SCHOOL DISTRICT No. 424, Lester Prairie, Minnesota, hereinafter referred to as the School District, and the MINNESOTA SCHOOL EMPLOYEES ASSOCIATION, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all persons employed by Independent School District No. 424, Lester Prairie, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition

In accordance with the P.E.L.R.A., the School District recognizes the Minnesota School Employees Association as the exclusive representative for all persons employed by Independent School District No. 424, Lester Prairie, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees who are employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as prescribed in the provisions of this agreement.

Section 2. Appropriate Unit

The exclusive representative shall represent all such employees of the school district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contribution to, premiums for group insurance coverage for retired employees, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit

For purposes of this Agreement, the term appropriate unit shall mean all persons employed by Independent School District No. 424, Lester Prairie, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Section 3. School District

For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights

The exclusive representative recognizes that the school district is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities

The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the school district.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Rights to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join

Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district.

Section 3. Request for Dues Check Off

Subd. 1. **Payroll Deductions.** Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction. **Employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice under section 179A.13, the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.**

Subd. 2. **Remission of Withheld Funds.** The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than **thirty (30) days following the end of each payroll period. the last day of the month.**

Subd. 3. **Bargaining unit information.** Within 20 calendar days from the date of hire of a bargaining unit employee, a public employer must provide the following contract information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer. **~~MSEA Lists. The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one week following the end of each payroll period.~~**

Subd. 4. Every 120 calendar days, a public employer must provide to an exclusive representative in an Excel File or similar format agreed to by the exclusive representative

the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd. 5. A public employer must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Section 4. Employee Rights

The School District will provide the Union steward with the name and work location of each new employee when that employee begins work with the School District. The School District will allow the exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, at individual or group meetings.

Section 5. Personnel Files

Members of the unit upon written request to the supervisor having custody of the file, have the right to review the contents of his or her own personnel file and evaluations. Members of the unit shall have the right to reproduce any of the contents of his or her own file. Each member of the unit shall have the right to submit for inclusion in his or her own file written information in response to any material in the file and such information shall become part of the file.

Section 6. Access to School Facilities

The exclusive representative and its members shall have access to school facilities for the purpose of conducting association business.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022 to June 30, 2024.

Section 2. Pay Periods

Subd. 1. All employees shall be paid on or about the 15th and 30th of the month. Pay checks will be given out before holiday breaks in the event that the regular pay day falls during the break or mailed two days prior to the pay day.

Subd. 2. The check will include all hours worked up to the designated cut off date for payroll, except for checks that include holiday breaks.

Subd. 3. All time will be reported on a time sheet.

Subd. 4. All regular compensated hours will count towards step advancement, seniority and other economic benefits.

Section 3. Advancement on Salary Schedule

Employees shall advance on the salary schedule on July 1 as per this agreement. In order to qualify for step advancement an employee must work at least 1/2 of the normal work year required for that position. Until a successor agreement is entered into an employee shall be compensated according to the current rate.

Section 4. Beginning Salary

New hires will receive 1-year of credit on the salary schedule for every 2-years of verified work experience in a similar position.

Section 5. School Closing

Subd. 1. The district expects employees to fulfill their assigned contracts. Any employee who has already reported to work when school is closed shall be entitled to 1/2 of their normal daily wage.

Subd. 2. When school is closed due to weather, State order, or other emergency and the employee is not required to report for duty, all public employees excluding supervisory, confidential, and Head Custodian, shall be allowed to use accumulated sick leave for any regularly scheduled hours missed due to the closing of school. Employees will adjust their hours to the announced starting time on delayed school opening or closing days.

Section 6. Overtime

Overtime at time and 1/2 rate shall be paid for all hours worked in excess of 40 hours per week. Work performed on holidays will be paid time and 1/2 plus holiday pay. All overtime requires prior approval from the superintendent or designated supervisor.

~~**Section 7. Compensatory Time**~~

~~Straight time or overtime compensatory time off may be substituted for paid overtime. This substitution shall only occur with the mutual consent of both parties involved. The maximum accumulation is 24 hours for an employee.~~

Section 7. Shift Differential

An additional \$.75 hour will be paid to any employee whose shift begins at 3:00 P.M. or later in the afternoon.

Section 8. Working out of Class

An employee will time sheet an additional \$1.00/hour for working an entire shift in a higher classification.

**ARTICLE VII
HOURS OF SERVICE**

Section 1. Basic Work Week and Year

Subd. 1. The regular workweek, exclusive of lunch, shall be prescribed by the school district each year for regular employees. The normal workweek for employees shall be Monday through Friday.

Subd. 2. The work year for the employees will be set by the District school calendar. All employees will be paid for student contact days scheduled on the calendar at the beginning of the school year whether such days are actually held or not. Other paid duty days may be held at the discretion of the District. Any make-up days shall be at the discretion of the District. In the event of a school closing, the District will offer an alternate day of pay.

Section 2. Part - Time Employees

The School District reserves the right to employ such personnel whose positions are basically temporary or seasonal in character and are not for more than 67 working days in any calendar year.

Section 3. Lunch Period and Rest Breaks

Employees shall be provided with a 15-minute paid rest break for every 4-hours worked, and these rest periods shall be scheduled. A duty free lunch period of at least 30-minutes without pay shall be offered to all employees.

Section 4. Shifts and Starting Time

All employees will be notified 10-working days prior to the first day of class of their job title, individual assignment, and starting and ending times. The district may modify an employee's schedule after reviewing the schedule change with the employee and giving the employee a notice in writing at least two weeks prior to the schedule change except in cases of emergency. An employee may be reassigned in the event the work is eliminated through student transfer or program elimination or if additional work is required due to student transfer or program additions.

ARTICLE VIII

INSURANCE

Section 1. Eligibility

For the purpose of this agreement, any employee whose regular work schedule is 20 hours or more per week in a regularly established position will be eligible for the following insurance benefits for the period of time worked. Also, after 26 weeks, any employee on a hourly/temporary basis working regularly more than 20 hours per week will be eligible for same insurance benefits.

Section 2. Health Insurance

Single insurance coverage shall be defined as follows: The School District shall contribute ~~\$676.50 per month for the 2022-2023 school year and \$732.50~~ \$757.50 per month for the 2023-2024 2024-25 and 2025-26 school years toward the premium cost for full-time Non Certified staff employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan. The district contribution will first be applied to the insurance premium. The remaining amount, if any, shall be paid by the district into a Health Savings Account (H.S.A.) or VEBA. **Any additional cost**

of the premium shall be borne by the employee and paid by payroll deduction. Pro-ration is based on 1225 hours per year.

Family insurance coverage shall be defined as follows: The School District shall contribute ~~\$676.50 plus \$450 per month for the 2022-2023 school year and \$732.50~~ \$757.50 plus \$450 \$500 per month for the ~~2023-2024 2024-25 and 2025-26~~ school years toward the premium cost for family coverage for full-time Non Certified staff employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan and qualify for family coverage. The cost of the premium not contributed by the School District, if any, shall be borne by the employee and paid by payroll deduction. Pro-ration is based on 1225 hours per year.

Section 3. Life Insurance

The School District will pay up to 100% for a \$30,000 group term life insurance policy.

Section 4. Dental Insurance

The School District will pay 100% toward the premium for single group dental insurance for employees who are eligible as described in Section 1. Pro-ration is based on 1225 hours per year. Family dental insurance shall be available, according to the requirements of the insurance carrier. All costs for family dental shall be the responsibility of the employee.

Section 5. Income Protection

The School District will pay the full premium for group income protection insurance.

ARTICLE IX

LEAVE OF ABSENCE

Section 1. Sick Leave

Subd. 1. Employees shall earn sick leave at a rate of 6 days at the beginning of each year of service in the employ of the school district. The additional 9 days of annual sick leave shall accrue at a rate of 1 day per month during the school year. The day per month will be earned on the 11th working day of the month.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 120 days for all employees.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is due to illness, injury, or disability which prevented his/her attendance and performance of duties on that day or days.

Subd. 4. Sick leave, for the purpose of this Agreement, shall mean personal illness or such illness or injury to a member of the employee's immediate family as requires the employee's prompt attention. The term "immediate family" means child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. This leave shall not be used for recreational purpose. The School District may require an employee to furnish a medical certificate from a qualified physician as

evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay. A medical certificate may be required in instances of suspected sick leave abuse and the employee will be so advised in writing.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick leave pay shall be approved only upon submission via Frontline Absence Management.

Subd. 7. Wellness Incentive

- Less than 39-week employees who do not use any sick leave during semester 1 and/or semester 2 shall be paid a \$75 wellness reward after the end of the school year for each semester that the award is earned.
- Less than 52-week and more than 39-week employees and 12-month employees who do not use any sick leave during July 1 to December 31 or January 1 to June 30 shall be paid a \$100 wellness reward after the end of the fiscal year for each term that the award is earned.

Section 2. Child Care Leave

Subd. 1. Child care leave shall be granted by the school district, subject to the provisions of this section, to one parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care leave shall inform the superintendent or his designee in writing of his/her intention to take child care leave at least 2 calendar months prior to the date of the intended leave. The employee shall indicate the expected date to begin the leave and the length of leave requested.

Subd. 3. If the reason for the child-care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this agreement during a period of physical disability. An employee shall not be eligible for sick leave during a period of time covered by a child-care leave except during a period of physical disability occasioned by pregnancy. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The district may, if mutually agreed between the employee and school district, adjust the proposed length, beginning and ending dates of a child care leave to coincide with some natural break in the school year.

Subd. 5. In making a determination concerning the commencement and duration of a child-care leave, the school board shall not in any event be required to:

1. Grant any leave more than 6 months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for child-care leave, unless mutually agreed upon.

Subd. 6. An employee returning from child care leave shall be re-employed in the position he/she was previously employed in or if this position no longer exists, in a position which the employee is qualified for.

Subd. 7. Failure of the employee to return to work on the date mutually determined by the employee and the district under this section shall constitute grounds for termination, unless the school district and the employee mutually agree to an extension of the leave.

Subd. 8. An employee returning from child care leave within the provisions of this section shall retain all his/her seniority rights, experience and any unused leave time accumulated under the provisions of the agreement at the commencement of his/her child care leave. The employee shall not accrue additional seniority, experience or leave time during the period of absence for child-care leave.

Subd. 9. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to work for the district pursuant to this section and subject to applicable state and federal laws.

Subd. 10. Leaves granted under this section shall be without pay or fringe benefits unless otherwise provided for under this section or allowed under state or federal statute.

Section 3. Jury Duty

If an employee is called for jury duty, the employee's salary will be deducted by the amount of pay the employee receives for his/her jury services and the employee will incur no loss of personal leave.

Section 4. Workers Compensation

Pursuant to applicable state and federal laws and regulations, an employee injured on the job in the service of the school district and collecting worker's compensation insurance may draw sick leave and receive full salary from the school district with his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her sick leave.

Section 5. Emergency and Bereavement Leave

Subd. 1. Emergency Leave: An employee shall be eligible for up to 5 days of paid emergency leave per occurrence, deducted from sick leave, to be used in the event of serious illness in the immediate family as defined in Section 1, Subdivision 4. (child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent). Serious illness is defined as bedside attendance or home care for these members of immediate family.

Subd. 2. Bereavement Family Leave: An employee shall be eligible for up to ~~5~~ 3 days of paid bereavement leave, ~~which~~ and the employee may supplement with up to 2 additional days from sick leave, in the event of a death in the immediate family (child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent).

Subd. 3. Bereavement Other: An employee shall be eligible for 1 day of leave for the death of anyone not defined in Subd. 2. Which will be deducted from personal leave and if none remain will be deducted from sick leave with prior approval from administration.

Section 6. Medical Leave

Subd. 1. An employee who has completed his/her probationary period (Article XII, Sec. 1) who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available may, upon request, be granted a medical leave of absence without pay up to 6 months. This leave may be renewed at the discretion of the school district.

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 7. Insurance Application

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance provided the employee does not have a leave under the FMLA. If the employee is on un-paid medical leave, and has exhausted all paid sick leave, the school district shall continue to make its health insurance contribution at the rate of one month for every two years of service, to a maximum of 6 months during an employee's term of service.

Section 8. Credit

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 9. Eligibility

Leave benefits provided in this article shall apply to 12-month and less than 12-month employees.

Section 10. Personal Leave

Employees shall be eligible for 3 days personal leave with pay per school year. Personal leave shall not be deducted from Sick Leave. Each employee may accumulate up to 5 unused personal days. Requests for personal leave must be made in writing via Frontline Absence Management to the building principal, at least 3 days in advance, except in the event of emergencies. Upon receipt of an emergency request, the principal will forward the request to the Superintendent for approval. The Superintendent may refuse to grant any leave in cases in which it is detrimental to the learning process and/or School District. If the timing for the requested days is before or after a holiday break, a maximum of 2 paraprofessionals may be granted leave at one time. Requests for personal leave for school days following May 1 must be entered into Frontline Absence Management prior to May 1. In cases where a personal leave is needed following May 1, a request and discussion with administration is required to determine whether the leave will be approved.

Section 11. Unpaid Leaves

Employees, with the approval of the school board, may be granted up to 2-years of leave without pay or loss of seniority.

**ARTICLE X
HOLIDAYS**

Section 1. Paid Holidays

12-month employees shall be granted the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Day, President's Day, Memorial Day, Good Friday.

12-month employees who work on a holiday will be paid at the rate of time and 1/2 their regular rate of pay plus holiday pay.

Less than 52 week and more than 39 week employees shall be granted the following paid holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Day, President's Day, Good Friday, ~~and~~ Memorial Day, ~~and~~ Juneteenth.

Less than 39 week employees will have Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas, New Years, President's Day and Good Friday (unless school is in session on that day) as paid holidays.

If there is school on President's Day, then the Monday following Easter will be used as a paid holiday.

Section 2. Weekends

Holidays that fall on weekends will be observed on a day established by the School District.

Section 3. School In Session

The School district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or a holiday which falls within an employee's vacation period shall not be counted as a vacation day.

**ARTICLE XI
VACATIONS**

Section 1. Eligibility

This Article shall apply to employees who are regularly employed on a 10-month basis. Employees working less than 12 months, 40 hours per week will receive a pro-rata vacation based on 2080 hours.

Section 2. Earned Vacations

Employees under these provisions shall accrue vacation with pay as follows:

Less than one year of employment	0.4 days per month
After completing 1 year of employment	5 days
At the end of each of the 2 nd through 7 th years:	10 days
At the end of each of the 8 th through 19 th years:	15 days
At the start of the 20 th year and each year thereafter:	20 days

Section 3. Application

Subd. 1. Vacation amounts shall be determined as of July 1 of each year. Probationary employees shall earn vacation from their date of hire, but shall not be able to use vacation until the completion of probation

Subd. 2. If the employee resigns before completing a full year of service said employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from said employee's final check. An employee who has completed at least 1 year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the school district with at least 2 weeks advance notice of resignation time.

Subd. 3. Any employee seeking to use vacation time shall submit a written request to the department head at least 2 weeks prior to the commencement of the vacation day or days requested.

ARTICLE XII

DISCIPLINE, DISCHARGE, JOB POSTING AND PROBATIONARY PERIOD

Section 1. Probationary Period

An employee under the provisions of this agreement shall serve a probationary period of 60 working days of continuous service in the district during which time the employee shall accrue but not have access to the leave provisions of Article IX. The school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period; Change of Classification

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of 30 working days in any such new classification. During this 30 working day period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, or if the employee determines they do not want to stay in the new position, the school district shall have the right, without recourse to the grievance procedure, to reassign the employee to his/her former classification. However, during the duration of the 30 working day probationary period the employee shall have the right to bring a grievance on any other provisions of the contract, including discharge or discipline, alleged to have been violated.

Section 3. Discipline

An employee shall not be disciplined, reprimanded or reduced in rank or compensation without just cause. Prior to conducting a meeting with an employee to determine possible misconduct, the District

shall notify the employee of the subject of the meeting, any allegations against the employee and shall inform the employee that she/he has the right to union representation. If the employee wishes to waive those rights, he/she must do so in writing.

Section 4. Seniority

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall revert back to the first date of service. Seniority is hereby defined as continuous employment in the bargaining unit from the most recent date of employment for all employees.

Section 5. Seniority Date

Subd. 1. The most recent date of employment is whichever of the following circumstances first occurs:

1. The date an employee commences uninterrupted actual work for the school district.
2. In the case of a substitute employee subsequently hired as a permanent employee, the first day of work as substitute providing there has been no period of time in excess of 5-consecutive working days in which the employee did not actually work and receive payment from the school district.

Subd. 2. Except as provided in Subd. 1.2, substitute employees shall not accrue seniority.

Subd. 3. A Seniority List shall be posted by the School District every year. If there is a tie on the seniority list, the tie shall be broken with the flip of a coin. When the seniority list is posted, the employees shall have 10 working days to make any corrections.

Section 6. Changes In Classifications

Subd. 1. Any employee who requests and is granted a transfer to an equal classification shall maintain his/her rate of pay and step placement.

Subd. 2. Any employee who is promoted to a higher classification shall maintain his/her step placement within the new classification.

Subd. 3. Any employee who requests and is granted a demotion shall maintain his/her step placement within the new classification

Subd. 4. Any employee who is involuntarily demoted shall not suffer a loss of hourly salary. Such employee will maintain the rate of pay he/she was receiving at the time of the demotion. A demoted employee would be put on the step within the new classification at the next anniversary date when step movement occurs.

Subd. 5. An employee recalled from lay off shall be credited with the same step placement that they had at the time of the lay off.

Section 7. Job Posting

Permanent, temporary and summer job openings in any classification in the school district will be posted in the Staff Lounge for a period of 5 working days. On the day of posting, a notice of posting shall be sent to all employees on "layoff" status and to the MSEA Union Steward(s). Employees interested in the position must advise the employer in writing within the posting period. The school district shall fill postings with current qualified employees before hiring applicants from outside the school district. An employee shall be considered qualified if she/he meets the requirements listed on the job posting. The District shall have the right to determine qualifications. The District reserves the right to reject all candidates for a position and to repost the position. Any rejected candidates from within the School District may reapply. If the most senior employee applying for the posting is not selected, the reasons for such a decision shall be given to the employee. A permanent job opening is a vacancy in a position scheduled for 12 hours or more per week. A permanent opening will not exist when the person holding that position is on vacation, sick leave or leave of absence. Summer postings will be sent to all employees advising the District of their desire to receive postings. Employees wishing to receive summer postings must advise the District (in writing) prior to the last day of student contact of each school year.

ARTICLE XIII

REDUCTION IN FORCE/RECALL

The parties recognize the principle of seniority in the application of the Agreement, within classification, concerning reduction in force, provided the employee is qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and right to recall, within classification, in seniority order for a period of 18 months after the date of layoff.

An employee who is being laid off or reduced shall be given a written notice of such 2 weeks before the intended layoff or reduction. An employee resigning his/her position shall give the school district a written notice 2 weeks prior to leaving.

All employees on layoff shall be responsible for keeping the school district informed of their addresses and telephone numbers. An employee on layoff who does not respond to the District within 10 days after being notified by certified mail, sent to the employees last known address, or through a telephone conversation will be considered to have resigned and shall lose all further right to recall.

No new employees will be hired while qualified employees are on layoff.

ARTICLE XIV

RETIREMENT BENEFITS

Section 1. Severance Pay

Section 1, Severance Pay applies to all District Non Certified employees hired prior to July 1, 2008.

Subd.1. Employees who resign from the School District shall be granted the following percentage of their accumulated sick leave days to a maximum of 60 days:

Length of employment:

0-15 years no withdrawal
15-20 years 25%
20 years plus 50%.

Subd. 2. Employees who retire or are eligible to receive a PERA or Social Security retirement shall be granted the following percentage of their accumulated sick leave days to a maximum of 90 days:

Length of employment:

0-10 years no withdrawal
10-15 years 25%
15 years plus 50%.

The rate of pay for each day to be calculated on the average daily salary of the employee at the time they terminate their employment.

If an employee dies and has severance pay coming, the employee's beneficiary would receive the severance pay.

Section 2. Severance Pay Phase-Out

All non certified employees employed after July 1, 2008 do not qualify and shall not be eligible for severance pay under Article XIV of the contract. Such non certified employees shall only be eligible to participate in the School District's 403(b) tax sheltered annuity matching program and the School District shall make matching contribution to such program in the maximum amount set forth in Section 3 below.

Any non certified employee eligible for severance pay under Article XIV of this contract will continue to be eligible to receive severance pay as set forth there in. Such non-certified employees may also participate in the School District's 403(b) annuity matching program. The School District's matching contribution to such program shall be in the amount as set forth in Section 3 below. Upon the non certified employees retirement, the total amount of the School District's matching contribution to the non certified employees 403(b) annuity account shall be deducted from any severance pay obligation/entitlement under Article XIV of the contract. If 403(b) contributions exceed the severance pay amount the non-certified employee shall not be entitled to receive any severance pay pursuant to Article XIV.

Section 3. 403(b) Match

Subd. 1. Employees shall be eligible to participate in a district match, 403(b) tax deferred annuity plan if they have completed 1 year of employment with the district.

Subd. 2. The selection of the 403(b) plan provider(s) shall be made by the School District.

Subd. 3. The 403(b) plan shall continue as long as Minnesota Statue or Federal Statue permit this type of plan.

Subd. 4. The 403(b) plan shall begin September 1 of each school year or as close to September 1 as possible.

Subd. 5. The district shall not contribute more than that outlined in the payment schedule below. Employees must match or exceed the district contribution to be eligible for participation in the plan.

Maximum Yearly Match: ~~up to \$650~~

0-10 years = up to \$650

11+ = up to \$1000

Subd. 6. Employees on any unpaid leave may not participate in the matching plan while on leave.

Section 4. Health Insurance Coverage

If a health insurance eligible employee resigns or retires with at least 20 years of service and is at least 60 years of age or meets the rule of 90 (age plus years of experience) and prior to age 65 the District shall contribute \$3500 per year for those retirees who had single coverage the entire year before the time of retirement, or \$7500 per year for those retirees who had family coverage the entire year before the time of retirement, to a health savings account or similar plan. Contributions will cease when the employee attains the age of 65.

Death of the employee participant: If the employee dies before retirement, no contribution will be made to the health savings account or similar plan. If the employee dies before completion of the 5-year retirement period, the payments stop at the end of that fiscal year.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 1. In-service Training

All bargaining unit employees will receive paid training each year. Additional paid in-service may be provided at the District's discretion.

Section 2. Employee Bulletin Boards

Bulletin Board space will be provided at each work site for the purpose of posting vacancy notices, union notices, and other relevant job related information. This space shall be readily accessible to all employees.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 1. Definitions

Subd. 1. **Bureau.** "Bureau" means the Bureau of Mediation Services.

Subd. 2. **Days.** "Days" means working days.

Subd. 3. **Employee.** “Employee” means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, section 179A.12.

Subd. 4. **Grievance.** “Grievance” means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subd.1. If no contract exists between the exclusive representative and the employer, “grievance” means a dispute or disagreement regarding the existence of just cause in the discipline of any employee or the termination of non-probationary employees.

Subd. 5. **Non-probationary.** “Non-probationary” means an employee who has completed an initial probationary period required as of the public employer’s employment process.

Subd. 6. **Party.** “Party” means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Subd. 7. **Service.** “Service” means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

Section 2. Computation of Time

In computing any period of time prescribed or allowed by the day, act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

Section 3. Grievance Procedure

Step One

When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee’s immediate supervisor, through the use of reasonable diligence, within 15 days after the employee should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within 5 days after the grievance is presented.

Step Two

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in step one, a written grievance may be served on the superintendent by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer’s representative within 15 days after the immediate supervisor’s response was due in step one. The superintendent shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties will attempt to resolve the grievance. The employer’s representative shall serve a written response to the grievance on the agent of the exclusive representative within 5 days of the meeting. The response shall contain a concise statement of the employer’s position on the grievance and the remedy or relief the employer is willing to provide, if any.

Step Three

If the grievance is not resolved in step two, the exclusive representative may serve the written grievance upon the school board within 10 days after the written response required by step two was due. An agent of the exclusive representative shall meet with the school board or their designee within 15 days of service of the written grievance and they shall attempt to resolve the matter. The chief

administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within 10 days of the meeting.

Section 4. Arbitration

Subd. 1. **Referral to arbitration.** If the response of the school board or designee is not received within the time period provided in step three or is not satisfactory, the exclusive representative may serve a written notice on the employer of its intent to refer the case to arbitration within 10 days after the response required by step three is due.

Subd. 2. **Selection of arbitrator.** Either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of five names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

Subd. 3. **Arbitrator's authority.** The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of the existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Subd. 4. **Arbitration expenses.** The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as a result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided Section 5, subpart 1.

Subd. 5. **Transcripts and briefs.** Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, the cost will be shared equally between the parties. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Section 5. Processing of Grievances

Subd. 1. **Release time.** To the fullest extent feasible, the processing of grievances in this procedure shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to this grievance procedure, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subd. 2. **Waiver of steps.** The parties may, by written mutual agreement, waive participation in the grievance steps and may similarly agree to extend the time limits established herein.

Subd. 3. **Time limits.** A failure to raise a grievance within the time limits specified, or to initiate action at the next step of the procedure within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

DURATION

Section 1. Terms And Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing July 1, 2022 through June 30, 2024, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

Section 2. Effect

This agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated: _____

ISD #424 School Board Chair

Dated: _____

ISD #424 School Board Clerk

Dated: _____

ISD #424 Superintendent

Dated: _____

MSEA Steward

Dated: _____

MSEA Steward

Dated: _____

MSEA Field Representative

PAY RATES FOR THE ~~2022-2024~~ 2024-2026 SCHOOL YEARS

2024-2025	Level 4	Level 5	Level 6	7%	2025-2026	Level 4	Level 5	Level 6
Step 1	\$16.25	\$16.44	\$17.48		Step 1	\$16.58	\$16.76	\$17.83
Step 2	\$16.67	\$16.83	\$17.78		Step 2	\$17.00	\$17.17	\$18.14
Step 3	\$17.13	\$17.30	\$18.32		Step 3	\$17.47	\$17.65	\$18.68
Step 4	\$17.52	\$17.70	\$18.76		Step 4	\$17.87	\$18.05	\$19.13
Step 5	\$17.92	\$18.13	\$19.22		Step 5	\$18.28	\$18.49	\$19.60
Step 6	\$18.24	\$18.44	\$19.57		Step 6	\$18.61	\$18.80	\$19.96
Step 7	\$18.53	\$18.78	\$19.93		Step 7	\$18.90	\$19.15	\$20.33
Step 8	\$18.87	\$19.13	\$20.33		Step 8	\$19.25	\$19.51	\$20.74
Step 9	\$19.24	\$19.48	\$20.72		Step 9	\$19.62	\$19.87	\$21.13
Step 10	\$19.58	\$19.86	\$21.13		Step 10	\$19.97	\$20.26	\$21.56
Step 11	\$19.93	\$20.23	\$21.55		Step 11	\$20.33	\$20.64	\$21.98
Step 12	\$20.24	\$20.53	\$21.85		Step 12	\$20.65	\$20.94	\$22.29
Step 13	\$20.59	\$20.89	\$22.23		Step 13	\$21.00	\$21.30	\$22.68
Step 14	\$20.94	\$21.25	\$22.62		Step 14	\$21.36	\$21.68	\$23.07
Step 15	\$21.30	\$21.61	\$23.01		Step 15	\$21.73	\$22.05	\$23.47
Step 20	\$23.21	\$23.56	\$25.09		Step 20	\$23.67	\$24.03	\$25.59
Step 25	\$25.31	\$25.70	\$27.39		Step 25	\$25.81	\$26.22	\$27.94

EMPLOYMENT AGREEMENT

BETWEEN

**I.S.D. #424
Lester Prairie Schools**

and

**The Minnesota School
Employees Association**

All Public Employees excluding Supervisory and Confidential Employees, and Head Custodian

July 1, 2024 through June 30, 2026

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**ARTICLE I
PURPOSE**

Section 1. Parties

This agreement is entered into between INDEPENDENT SCHOOL DISTRICT No. 424, Lester Prairie, Minnesota, hereinafter referred to as the School District, and the MINNESOTA SCHOOL EMPLOYEES ASSOCIATION, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all persons employed by Independent School District No. 424, Lester Prairie, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition

In accordance with the P.E.L.R.A., the School District recognizes the Minnesota School Employees Association as the exclusive representative for all persons employed by Independent School District No. 424, Lester Prairie, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees who are employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as prescribed in the provisions of this agreement.

Section 2. Appropriate Unit

The exclusive representative shall represent all such employees of the school district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contribution to, premiums for group insurance coverage for retired employees, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit

For purposes of this Agreement, the term appropriate unit shall mean all persons employed by Independent School District No. 424, Lester Prairie, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Section 3. School District

For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights

The exclusive representative recognizes that the school district is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities

The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the school district.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Rights to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join

Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district.

Section 3. Request for Dues Check Off

Subd. 1. **Payroll Deductions.** Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction. Employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice under section 179A.13, the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.

Subd. 2. **Remission of Withheld Funds.** The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than thirty (30) days following the end of each payroll period.

Subd. 3. **Bargaining unit information.** Within 20 calendar days from the date of hire of a bargaining unit employee, a public employer must provide the following contract information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd. 4. Every 120 calendar days, a public employer must provide to an exclusive representative in an Excel File or similar format agreed to by the exclusive representative the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd. 5. A public employer must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Section 4. Employee Rights

The School District will provide the Union steward with the name and work location of each new employee when that employee begins work with the School District. The School District will allow the exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, at individual or group meetings.

Section 5. Personnel Files

Members of the unit upon written request to the supervisor having custody of the file, have the right to review the contents of his or her own personnel file and evaluations. Members of the unit shall have the right to reproduce any of the contents of his or her own file. Each member of the unit shall have the right to submit for inclusion in his or her own file written information in response to any material in the file and such information shall become part of the file.

Section 6. Access to School Facilities

The exclusive representative and its members shall have access to school facilities for the purpose of conducting association business.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022 to June 30, 2024.

Section 2. Pay Periods

Subd. 1. All employees shall be paid on or about the 15th and 30th of the month. Pay checks will be given out before holiday breaks in the event that the regular pay day falls during the break or mailed two days prior to the pay day.

Subd. 2. The check will include all hours worked up to the designated cut off date for payroll, except for checks that include holiday breaks.

Subd. 3. All time will be reported on a time sheet.

Subd. 4. All regular compensated hours will count towards step advancement, seniority and other economic benefits.

Section 3. Advancement on Salary Schedule

Employees shall advance on the salary schedule on July 1 as per this agreement. In order to qualify for step advancement an employee must work at least 1/2 of the normal work year required for that position. Until a successor agreement is entered into an employee shall be compensated according to the current rate.

Section 4. Beginning Salary

New hires will receive 1-year of credit on the salary schedule for every 2-years of verified work experience in a similar position.

Section 5. School Closing

Subd. 1. The district expects employees to fulfill their assigned contracts. Any employee who has already reported to work when school is closed shall be entitled to 1/2 of their normal daily wage.

Subd. 2. When school is closed due to weather, State order, or other emergency and the employee is not required to report for duty, all public employees excluding supervisory, confidential, and Head Custodian, shall be allowed to use accumulated sick leave for any regularly scheduled hours missed due to the closing of school. Employees will adjust their hours to the announced starting time on delayed school opening or closing days.

Section 6. Overtime

Overtime at time and 1/2 rate shall be paid for all hours worked in excess of 40 hours per week. Work performed on holidays will be paid time and 1/2 plus holiday pay. All overtime requires prior approval from the superintendent or designated supervisor.

Section 7. Shift Differential

An additional \$.75 hour will be paid to any employee whose shift begins at 3:00 P.M. or later in the afternoon.

Section 8. Working out of Class

An employee will time sheet an additional \$1.00/hour for working an entire shift in a higher classification.

ARTICLE VII

HOURS OF SERVICE

Section 1. Basic Work Week and Year

Subd. 1. The regular workweek, exclusive of lunch, shall be prescribed by the school district each year for regular employees. The normal workweek for employees shall be Monday through Friday.

Subd. 2. The work year for the employees will be set by the District school calendar. All employees will be paid for student contact days scheduled on the calendar at the beginning of the school year whether such days are actually held or not. Other paid duty days may be held at the discretion of the District. Any make-up days shall be at the discretion of the District. In the event of a school closing, the District will offer an alternate day of pay.

Section 2. Part - Time Employees

The School District reserves the right to employ such personnel whose positions are basically temporary or seasonal in character and are not for more than 67 working days in any calendar year.

Section 3. Lunch Period and Rest Breaks

Employees shall be provided with a 15-minute paid rest break for every 4-hours worked, and these rest periods shall be scheduled. A duty free lunch period of at least 30-minutes without pay shall be offered to all employees.

Section 4. Shifts and Starting Time

All employees will be notified 10-working days prior to the first day of class of their job title, individual assignment, and starting and ending times. The district may modify an employee's schedule after reviewing the schedule change with the employee and giving the employee a notice in writing at least two weeks prior to the schedule change except in cases of emergency. An employee may be reassigned in the event the work is eliminated through student transfer or program elimination or if additional work is required due to student transfer or program additions.

ARTICLE VIII

INSURANCE

Section 1. Eligibility

For the purpose of this agreement, any employee whose regular work schedule is 20 hours or more per week in a regularly established position will be eligible for the following insurance benefits for the period of time worked. Also, after 26 weeks, any employee on a hourly/temporary basis working regularly more than 20 hours per week will be eligible for same insurance benefits.

Section 2. Health Insurance

Single insurance coverage shall be defined as follows: The School District shall contribute \$757.50 per month for the 2024-25 and 2025-26 school years toward the premium cost for full-time Non Certified staff employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan. The district contribution will first be applied to the insurance premium. The remaining amount, if any, shall be paid by the district into a Health Savings Account (H.S.A.) or VEBA. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Pro-ration is based on 1225 hours per year.

Family insurance coverage shall be defined as follows: The School District shall contribute \$757.50 plus \$500 per month for the 2024-25 and 2025-26 school years toward the premium cost for family coverage for full-time Non Certified staff employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan and qualify for family coverage. The cost of the premium not contributed by the School District, if any, shall be borne by the employee and paid by payroll deduction. Pro-ration is based on 1225 hours per year.

Section 3. Life Insurance

The School District will pay up to 100% for a \$30,000 group term life insurance policy.

Section 4. Dental Insurance

The School District will pay 100% toward the premium for single group dental insurance for employees who are eligible as described in Section 1. Pro-ration is based on 1225 hours per year. Family dental

insurance shall be available, according to the requirements of the insurance carrier. All costs for family dental shall be the responsibility of the employee.

Section 5. Income Protection

The School District will pay the full premium for group income protection insurance.

**ARTICLE IX
LEAVE OF ABSENCE**

Section 1. Sick Leave

Subd. 1. Employees shall earn sick leave at a rate of 6 days at the beginning of each year of service in the employ of the school district. The additional 9 days of annual sick leave shall accrue at a rate of 1 day per month during the school year. The day per month will be earned on the 11th working day of the month.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 120 days for all employees.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is due to illness, injury, or disability which prevented his/her attendance and performance of duties on that day or days.

Subd. 4. Sick leave, for the purpose of this Agreement, shall mean personal illness or such illness or injury to a member of the employee's immediate family as requires the employee's prompt attention. The term "immediate family" means child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. This leave shall not be used for recreational purpose. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay. A medical certificate may be required in instances of suspected sick leave abuse and the employee will be so advised in writing.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick leave pay shall be approved only upon submission via Frontline Absence Management.

Subd. 7. Wellness Incentive

- Less than 39-week employees who do not use any sick leave during semester 1 and/or semester 2 shall be paid a \$75 wellness reward after the end of the school year for each semester that the award is earned.
- Less than 52-week and more than 39-week employees and 12-month employees who do not use any sick leave during July 1 to December 31 or January 1 to June 30 shall be paid a \$100 wellness reward after the end of the fiscal year for each term that the award is earned.

Section 2. Child Care Leave

Subd. 1. Child care leave shall be granted by the school district, subject to the provisions of this section, to one parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care leave shall inform the superintendent or his designee in writing of his/her intention to take child care leave at least 2 calendar months prior to the date of the intended leave. The employee shall indicate the expected date to begin the leave and the length of leave requested.

Subd. 3. If the reason for the child-care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this agreement during a period of physical disability. An employee shall not be eligible for sick leave during a period of time covered by a child-care leave except during a period of physical disability occasioned by pregnancy. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The district may, if mutually agreed between the employee and school district, adjust the proposed length, beginning and ending dates of a child care leave to coincide with some natural break in the school year.

Subd. 5. In making a determination concerning the commencement and duration of a child-care leave, the school board shall not in any event be required to:

1. Grant any leave more than 6 months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for child-care leave, unless mutually agreed upon.

Subd. 6. An employee returning from child care leave shall be re-employed in the position he/she was previously employed in or if this position no longer exists, in a position which the employee is qualified for.

Subd. 7. Failure of the employee to return to work on the date mutually determined by the employee and the district under this section shall constitute grounds for termination, unless the school district and the employee mutually agree to an extension of the leave.

Subd. 8. An employee returning from child care leave within the provisions of this section shall retain all his/her seniority rights, experience and any unused leave time accumulated under the provisions of the agreement at the commencement of his/her child care leave. The employee shall not accrue additional seniority, experience or leave time during the period of absence for child-care leave.

Subd. 9. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to work for the district pursuant to this section and subject to applicable state and federal laws.

Subd. 10. Leaves granted under this section shall be without pay or fringe benefits unless otherwise provided for under this section or allowed under state or federal statute.

Section 3. Jury Duty

If an employee is called for jury duty, the employee's salary will be deducted by the amount of pay the employee receives for his/her jury services and the employee will incur no loss of personal leave.

Section 4. Workers Compensation

Pursuant to applicable state and federal laws and regulations, an employee injured on the job in the service of the school district and collecting worker's compensation insurance may draw sick leave and receive full salary from the school district with his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her sick leave.

Section 5. Emergency and Bereavement Leave

Subd. 1. Emergency Leave: An employee shall be eligible for up to 5 days of paid emergency leave per occurrence, deducted from sick leave, to be used in the event of serious illness in the immediate family as defined in Section 1, Subdivision 4. (child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent). Serious illness is defined as bedside attendance or home care for these members of immediate family.

Subd. 2. Bereavement Family Leave: An employee shall be eligible for up to 3 days of paid bereavement leave and the employee may supplement with up to 2 additional days from sick leave, in the event of a death in the immediate family (child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent).

Subd. 3. Bereavement Other: An employee shall be eligible for 1 day of leave for the death of anyone not defined in Subd. 2. Which will be deducted from personal leave and if none remain will be deducted from sick leave with prior approval from administration.

Section 6. Medical Leave

Subd. 1. An employee who has completed his/her probationary period (Article XII, Sec. 1) who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available may, upon request, be granted a medical leave of absence without pay up to 6 months. This leave may be renewed at the discretion of the school district.

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 7. Insurance Application

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance provided the employee does not have a leave under the FMLA. If the employee is

on un-paid medical leave, and has exhausted all paid sick leave, the school district shall continue to make its health insurance contribution at the rate of one month for every two years of service, to a maximum of 6 months during an employee's term of service.

Section 8. Credit

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 9. Eligibility

Leave benefits provided in this article shall apply to 12-month and less than 12-month employees.

Section 10. Personal Leave

Employees shall be eligible for 3 days personal leave with pay per school year. Personal leave shall not be deducted from Sick Leave. Each employee may accumulate up to 5 unused personal days. Requests for personal leave must be made in writing via Frontline Absence Management to the building principal, at least 3 days in advance, except in the event of emergencies. Upon receipt of an emergency request, the principal will forward the request to the Superintendent for approval. The Superintendent may refuse to grant any leave in cases in which it is detrimental to the learning process and/or School District. If the timing for the requested days is before or after a holiday break, a maximum of 2 paraprofessionals may be granted leave at one time. Requests for personal leave for school days following May 1 must be entered into Frontline Absence Management prior to May 1. In cases where a personal leave is needed following May 1, a request and discussion with administration is required to determine whether the leave will be approved.

Section 11. Unpaid Leaves

Employees, with the approval of the school board, may be granted up to 2-years of leave without pay or loss of seniority.

ARTICLE X

HOLIDAYS

Section 1. Paid Holidays

12-month employees shall be granted the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Day, President's Day, Memorial Day, Good Friday.

12-month employees who work on a holiday will be paid at the rate of time and 1/2 their regular rate of pay plus holiday pay.

Less than 52 week and more than 39 week employees shall be granted the following paid holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Day, President's Day, Good Friday, Memorial Day, and Juneteenth.

Less than 39 week employees will have Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas, New Years, President's Day and Good Friday (unless school is in session on that day) as paid holidays.

If there is school on President's Day, then the Monday following Easter will be used as a paid holiday.

Section 2. Weekends

Holidays that fall on weekends will be observed on a day established by the School District.

Section 3. School In Session

The School district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or a holiday which falls within an employee's vacation period shall not be counted as a vacation day.

**ARTICLE XI
VACATIONS**

Section 1. Eligibility

This Article shall apply to employees who are regularly employed on a 10-month basis. Employees working less than 12 months, 40 hours per week will receive a pro-rata vacation based on 2080 hours.

Section 2. Earned Vacations

Employees under these provisions shall accrue vacation with pay as follows:

Less than one year of employment	0.4 days per month
After completing 1 year of employment	5 days
At the end of each of the 2 nd through 7 th years:	10 days
At the end of each of the 8 th through 19 th years:	15 days
At the start of the 20 th year and each year thereafter:	20 days

Section 3. Application

Subd. 1. Vacation amounts shall be determined as of July 1 of each year. Probationary employees shall earn vacation from their date of hire, but shall not be able to use vacation until the completion of probation

Subd. 2. If the employee resigns before completing a full year of service said employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from said employee's final check. An employee who has completed at least 1 year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the school district with at least 2 weeks advance notice of resignation time.

Subd. 3. Any employee seeking to use vacation time shall submit a written request to the department head at least 2 weeks prior to the commencement of the vacation day or days requested.

ARTICLE XII

DISCIPLINE, DISCHARGE, JOB POSTING AND PROBATIONARY PERIOD

Section 1. Probationary Period

An employee under the provisions of this agreement shall serve a probationary period of 60 working days of continuous service in the district during which time the employee shall accrue but not have access to the leave provisions of Article IX. The school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period; Change of Classification

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of 30 working days in any such new classification. During this 30 working day period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, or if the employee determines they do not want to stay in the new position, the school district shall have the right, without recourse to the grievance procedure, to reassign the employee to his/her former classification. However, during the duration of the 30 working day probationary period the employee shall have the right to bring a grievance on any other provisions of the contract, including discharge or discipline, alleged to have been violated.

Section 3. Discipline

An employee shall not be disciplined, reprimanded or reduced in rank or compensation without just cause. Prior to conducting a meeting with an employee to determine possible misconduct, the District shall notify the employee of the subject of the meeting, any allegations against the employee and shall inform the employee that she/he has the right to union representation. If the employee wishes to waive those rights, he/she must do so in writing.

Section 4. Seniority

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall revert back to the first date of service. Seniority is hereby defined as continuous employment in the bargaining unit from the most recent date of employment for all employees.

Section 5. Seniority Date

Subd. 1. The most recent date of employment is whichever of the following circumstances first occurs:

1. The date an employee commences uninterrupted actual work for the school district.
2. In the case of a substitute employee subsequently hired as a permanent employee, the first day of work as substitute providing there has been no period of time in excess of 5-consecutive working days in which the

employee did not actually work and receive payment from the school district.

Subd. 2. Except as provided in Subd. 1.2, substitute employees shall not accrue seniority.

Subd. 3. A Seniority List shall be posted by the School District every year. If there is a tie on the seniority list, the tie shall be broken with the flip of a coin. When the seniority list is posted, the employees shall have 10 working days to make any corrections.

Section 6. Changes In Classifications

Subd. 1. Any employee who requests and is granted a transfer to an equal classification shall maintain his/her rate of pay and step placement.

Subd. 2. Any employee who is promoted to a higher classification shall maintain his/her step placement within the new classification.

Subd. 3. Any employee who requests and is granted a demotion shall maintain his/her step placement within the new classification

Subd. 4. Any employee who is involuntarily demoted shall not suffer a loss of hourly salary. Such employee will maintain the rate of pay he/she was receiving at the time of the demotion. A demoted employee would be put on the step within the new classification at the next anniversary date when step movement occurs.

Subd. 5. An employee recalled from lay off shall be credited with the same step placement that they had at the time of the lay off.

Section 7. Job Posting

Permanent, temporary and summer job openings in any classification in the school district will be posted in the Staff Lounge for a period of 5 working days. On the day of posting, a notice of posting shall be sent to all employees on "layoff" status and to the MSEA Union Steward(s). Employees interested in the position must advise the employer in writing within the posting period. The school district shall fill postings with current qualified employees before hiring applicants from outside the school district. An employee shall be considered qualified if she/he meets the requirements listed on the job posting. The District shall have the right to determine qualifications. The District reserves the right to reject all candidates for a position and to repost the position. Any rejected candidates from within the School District may reapply. If the most senior employee applying for the posting is not selected, the reasons for such a decision shall be given to the employee. A permanent job opening is a vacancy in a position scheduled for 12 hours or more per week. A permanent opening will not exist when the person holding that position is on vacation, sick leave or leave of absence. Summer postings will be sent to all employees advising the District of their desire to receive postings. Employees wishing to receive summer postings must advise the District (in writing) prior to the last day of student contact of each school year.

ARTICLE XIII

REDUCTION IN FORCE/RECALL

The parties recognize the principle of seniority in the application of the Agreement, within classification, concerning reduction in force, provided the employee is qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and right to recall, within classification, in seniority order for a period of 18 months after the date of layoff.

An employee who is being laid off or reduced shall be given a written notice of such 2 weeks before the intended layoff or reduction. An employee resigning his/her position shall give the school district a written notice 2 weeks prior to leaving.

All employees on layoff shall be responsible for keeping the school district informed of their addresses and telephone numbers. An employee on layoff who does not respond to the District within 10 days after being notified by certified mail, sent to the employees last known address, or through a telephone conversation will be considered to have resigned and shall lose all further right to recall.

No new employees will be hired while qualified employees are on layoff.

ARTICLE XIV RETIREMENT BENEFITS

Section 1. Severance Pay

Section 1, Severance Pay applies to all District Non Certified employees hired prior to July 1, 2008.

Subd.1. Employees who resign from the School District shall be granted the following percentage of their accumulated sick leave days to a maximum of 60 days:

<u>Length of employment:</u>	
0-15 years	no withdrawal
15-20 years	25%
20 years plus	50%.

Subd. 2. Employees who retire or are eligible to receive a PERA or Social Security retirement shall be granted the following percentage of their accumulated sick leave days to a maximum of 90 days:

<u>Length of employment:</u>	
0-10 years	no withdrawal
10-15 years	25%
15 years plus	50%.

The rate of pay for each day to be calculated on the average daily salary of the employee at the time they terminate their employment.

If an employee dies and has severance pay coming, the employee's beneficiary would receive the severance pay.

Section 2. Severance Pay Phase-Out

All non certified employees employed after July 1, 2008 do not qualify and shall not be eligible for severance pay under Article XIV of the contract. Such non certified employees shall only be eligible to participate in the School District's 403(b) tax sheltered annuity matching program and the School District shall make matching contribution to such program in the maximum amount set forth in Section 3 below.

Any non certified employee eligible for severance pay under Article XIV of this contract will continue to be eligible to receive severance pay as set forth there in. Such non-certified employees may also participate in the School District's 403(b) annuity matching program. The School District's matching contribution to such program shall be in the amount as set forth in Section 3 below. Upon the non certified employees retirement, the total amount of the School District's matching contribution to the non certified employees 403(b) annuity account shall be deducted from any severance pay obligation/entitlement under Article XIV of the contract. If 403(b) contributions exceed the severance pay amount the non-certified employee shall not be entitled to receive any severance pay pursuant to Article XIV.

Section 3. 403(b) Match

Subd. 1. Employees shall be eligible to participate in a district match, 403(b) tax deferred annuity plan if they have completed 1 year of employment with the district.

Subd. 2. The selection of the 403(b) plan provider(s) shall be made by the School District.

Subd. 3. The 403(b) plan shall continue as long as Minnesota Statue or Federal Statue permit this type of plan.

Subd. 4. The 403(b) plan shall begin September 1 of each school year or as close to September 1 as possible.

Subd. 5. The district shall not contribute more than that outlined in the payment schedule below. Employees must match or exceed the district contribution to be eligible for participation in the plan.

Maximum Yearly Match:

0-10 years = up to \$650

11+ = up to \$1000

Subd. 6. Employees on any unpaid leave may not participate in the matching plan while on leave.

Section 4. Health Insurance Coverage

If a health insurance eligible employee resigns or retires with at least 20 years of service and is at least 60 years of age or meets the rule of 90 (age plus years of experience) and prior to age 65 the District shall contribute \$3500 per year for those retirees who had single coverage the entire year before the time of retirement, or \$7500 per year for those retirees who had family coverage the entire year before the time of retirement, to a health savings account or similar plan. Contributions will cease when the employee attains the age of 65.

Death of the employee participant: If the employee dies before retirement, no contribution will be made to the health savings account or similar plan. If the employee dies before completion of the 5-year retirement period, the payments stop at the end of that fiscal year.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 1. In-service Training

All bargaining unit employees will receive paid training each year. Additional paid in-service may be provided at the District's discretion.

Section 2. Employee Bulletin Boards

Bulletin Board space will be provided at each work site for the purpose of posting vacancy notices, union notices, and other relevant job related information. This space shall be readily accessible to all employees.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 1. Definitions

Subd. 1. **Bureau.** "Bureau" means the Bureau of Mediation Services.

Subd. 2. **Days.** "Days" means working days.

Subd. 3. **Employee.** "Employee" means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, section 179A.12.

Subd. 4. **Grievance.** "Grievance" means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subd.1. If no contract exists between the exclusive representative and the employer, "grievance" means a dispute or disagreement regarding the existence of just cause in the discipline of any employee or the termination of non-probationary employees.

Subd. 5. **Non-probationary.** "Non-probationary" means an employee who has completed an initial probationary period required as of the public employer's employment process.

Subd. 6. **Party.** "Party" means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Subd. 7. **Service.** "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

Section 2. Computation of Time

In computing any period of time prescribed or allowed by the day, act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

Section 3. Grievance Procedure

Step One

When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter

with the employee's immediate supervisor, through the use of reasonable diligence, within 15 days after the employee should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within 5 days after the grievance is presented.

Step Two

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in step one, a written grievance may be served on the superintendent by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the immediate supervisor's response was due in step one. The superintendent shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties will attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within 5 days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

Step Three

If the grievance is not resolved in step two, the exclusive representative may serve the written grievance upon the school board within 10 days after the written response required by step two was due. An agent of the exclusive representative shall meet with the school board or their designee within 15 days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within 10 days of the meeting.

Section 4. Arbitration

Subd. 1. **Referral to arbitration.** If the response of the school board or designee is not received within the time period provided in step three or is not satisfactory, the exclusive representative may serve a written notice on the employer of its intent to refer the case to arbitration within 10 days after the response required by step three is due.

Subd. 2. **Selection of arbitrator.** Either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of five names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

Subd. 3. **Arbitrator's authority.** The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of the existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Subd. 4. **Arbitration expenses.** The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party

requesting the cancellation and any fees incurred as a result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided Section 5, subpart 1.

Subd. 5. **Transcripts and briefs.** Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, the cost will be shared equally between the parties. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Section 5. Processing of Grievances

Subd. 1. **Release time.** To the fullest extent feasible, the processing of grievances in this procedure shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to this grievance procedure, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subd. 2. **Waiver of steps.** The parties may, by written mutual agreement, waive participation in the grievance steps and may similarly agree to extend the time limits established herein.

Subd. 3. **Time limits.** A failure to raise a grievance within the time limits specified, or to initiate action at the next step of the procedure within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

DURATION

Section 1. Terms And Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing July 1, 2022 through June 30, 2024, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

Section 2. Effect

This agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated: _____

ISD #424 School Board Chair

Dated: _____

ISD #424 School Board Clerk

Dated: _____

ISD #424 Superintendent

Dated: _____

MSEA Steward

Dated: _____

MSEA Steward

Dated: _____

MSEA Field Representative

PAY RATES FOR THE 2024-2026 SCHOOL YEARS

2024-2025	Level 4	Level 5	Level 6		2025-2026	Level 4	Level 5	Level 6
Step 1	\$16.25	\$16.44	\$17.48		Step 1	\$16.58	\$16.76	\$17.83
Step 2	\$16.67	\$16.83	\$17.78		Step 2	\$17.00	\$17.17	\$18.14
Step 3	\$17.13	\$17.30	\$18.32		Step 3	\$17.47	\$17.65	\$18.68
Step 4	\$17.52	\$17.70	\$18.76		Step 4	\$17.87	\$18.05	\$19.13

Step 5	\$17.92	\$18.13	\$19.22		Step 5	\$18.28	\$18.49	\$19.60
Step 6	\$18.24	\$18.44	\$19.57		Step 6	\$18.61	\$18.80	\$19.96
Step 7	\$18.53	\$18.78	\$19.93		Step 7	\$18.90	\$19.15	\$20.33
Step 8	\$18.87	\$19.13	\$20.33		Step 8	\$19.25	\$19.51	\$20.74
Step 9	\$19.24	\$19.48	\$20.72		Step 9	\$19.62	\$19.87	\$21.13
Step 10	\$19.58	\$19.86	\$21.13		Step 10	\$19.97	\$20.26	\$21.56
Step 11	\$19.93	\$20.23	\$21.55		Step 11	\$20.33	\$20.64	\$21.98
Step 12	\$20.24	\$20.53	\$21.85		Step 12	\$20.65	\$20.94	\$22.29
Step 13	\$20.59	\$20.89	\$22.23		Step 13	\$21.00	\$21.30	\$22.68
Step 14	\$20.94	\$21.25	\$22.62		Step 14	\$21.36	\$21.68	\$23.07
Step 15	\$21.30	\$21.61	\$23.01		Step 15	\$21.73	\$22.05	\$23.47
Step 20	\$23.21	\$23.56	\$25.09		Step 20	\$23.67	\$24.03	\$25.59
Step 25	\$25.31	\$25.70	\$27.39		Step 25	\$25.81	\$26.22	\$27.94



Proposal

Phone: (952) 442-4325
Fax: (952) 442-5450
Toll Free: 1-800-642-1321
PO Box 105
Waconia, MN 55387

No. 12203
Date May 16, 2024
E-mail: TCGlass1969@yahoo.com

Proposal Submitted To:

Name Lester Prairie Schools (Brian)
Street _____
Lester Prairie State MN
Phone _____
Email _____

Work To Be Performed At:

Lester Prairie Schools
Street _____
City Lester Prairie State MN
Date _____
Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Courtyard Windows:

- (10) C.T.S. Fixed Windows (Approximate Size: 32" x 55")
- (1) C.T.S. Fixed Window (Approximate Size: 46" x 82") (1 Horizontal Mullion to Match Clear Anodized Windows
- 1" Clear Insulated Glass with Low-E
- Wood Bucks at Sides Wrapped with Breakmetal to Match Street Side Windows
- Labor to Install

NOTE: Material to be Dark Bronze Anodized

NOTE: Courtyard New Clear Anodized Windows, Glass Block Area and Solarium Glass Area to Remain

NOTE: Any Interior Lower Sills and Window Treatment Installation of All Windows in Both Proposals #12203 & 12210 by Others

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted. Also it is to be completed in a substantial workmanlike manner for the sum of

\$ 35,760.00

With payments to be made as follows: In full upon completion

All Credit Card payments over \$1,000.00 will be subject to an additional 3% surcharge

Thank you for giving us the opportunity to bid this project. If you have any questions, feel free to give us a call.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted by: Town & Country Glass Inc.

Per Scott Kleman

Note—This proposal may be withdrawn by us if not accepted within 30 days.

PRE-LIEN NOTICE TO OWNER/CONTRACTOR

- a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____
Signature _____ Date _____



Proposal

Phone: (952) 442-4325
Fax: (952) 442-5450
Toll Free: 1-800-642-1321
PO Box 105
Waconia, MN 55387

No. 12203
Date April 24, 2024
E-mail: TCGlass1969@yahoo.com

Proposal Submitted To:

Name Lester Prairie Schools (Brian)
Street _____
Lester Prairie State MN
Phone _____
Email mnwac@stores.fastenal.com

Work To Be Performed At:

Lester Prairie Schools
Street _____
City Lester Prairie State MN
Date _____
Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

West Entrance (South End): Exterior and Interior

(1) 3' x 7' Medium Style Doors with Sidelites and Transoms

Hardware: Hinges, Closers, Exit Device with Electric Strike at Exterior

West Entrance (North End): Exterior and Interior

(3) 3' x 7' Medium Style Doors

Hardware: Hinges, Closers, Remount Automatic, Removable Mullion, Exit Devices at Exterior,
Electric Strike at (1) Exterior Door

(15) 32" x 55" C.T.S. Fixed Windows at Office and Classrooms

1" Clear Insulated Glass with Low-E (Tempered Where Required)

Labor to Install

ADD: (2) 68" x 67" C.T.S. Fixed Windows at (1) Office, (1) Bathroom – Bathroom Window to have
Frosted Glass. Labor to Install **ADD: \$8,800.00**

NOTE: Due to Current Contracted Projects for 2024, We Cannot Guarantee Full Completion by
Start of the Next School Year.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted. Also it is to be completed in a substantial workmanlike manner for the sum of

\$ 71,900.00

With payments to be made as follows: In full upon completion

All Credit Card payments over \$1,000.00 will be subject to an additional 3% surcharge

Thank you for giving us the opportunity to bid this project. If you have any questions, feel free to give us a call.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted by: Town & Country Glass Inc.

Per Scott Kleman

Note—This proposal may be withdrawn by us if not accepted within 30 days.

PRE-LIEN NOTICE TO OWNER/CONTRACTOR

- a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____
Signature _____ Date _____

410 FAMILY AND MEDICAL LEAVE POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

B. “Covered servicemember” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked

during the period of absence from work due to or necessitated by USERRA-covered service, the employee's preservice work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
 - 1. a military medical treatment facility as an outpatient; or
 - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
 - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 - 2. to attend military events and related activities of a covered military member;
 - 3. to address issues related to childcare and school activities of a covered military member's child;
 - 4. to address financial and legal arrangements for a covered military member;
 - 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 - 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of

- deployment;
 - 7. to attend post-deployment activities related to a covered military member;
 - 8. to address care needs of a covered military member's parent who is incapable of self-care; and
 - 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
- 1. inpatient care in a hospital, hospice, or residential medical care facility; or
 - 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

- A. Twelve-week Leave
- 1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
 - 2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to

commence.

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces) and that manifested itself before or after the member became a veteran, and is:
 - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid **parenting** leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed

12 weeks unless agreed by the employer school district. ~~The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one half of the full time equivalent during the 12 month period immediately preceding the leave.~~ This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the

requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment;
or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.

4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: ~~MSBA Service Manual, Chapter 13, School Law Bulletin "M" (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees—Family and Medical Leave Act Summary)~~
None

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413 HARASSMENT AND VIOLENCE

[Note: State law (Minnesota Statutes, section 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, ~~section~~ chapter 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class).

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class).
- B. A violation of this policy occurs when any pupil, teacher, administrator, or other school personnel of the school district harasses a pupil, teacher, administrator, or other school personnel or group of pupils, teachers, administrators, or other school personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any pupil, teacher, administrator, or other school personnel of the school district inflicts, threatens to inflict, or attempts to

inflict violence upon any pupil, teacher, administrator, or other school personnel or group of pupils, teachers, administrators, or other school personnel based on a person's Protected Class.

- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel found to have violated this policy.

III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

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

D. Protected Classifications; Definitions

1. "Age" means the person is over the age of 25 years.
2. "Disability" means, with respect to an individual who:
 - a. has a physical, sensory, or mental impairment that materially limits

- one or more major life activities of such individual;
- b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
3. “Familial status” means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
 4. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 5. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 6. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 7. ~~“Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.~~
“Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.
 8. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of pupil(s) by teachers, administrators, or other school personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of gender.

F. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof

that involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

G. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim harassment or violence on the basis of Protected Class by a student, teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or

violence directly to a school district human rights officer or to the superintendent. If the complainant involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

- B. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. School district personnel who fail to inform the building report taker of a report of harassment or violence in a timely manner may be subject to disciplinary action.
- C. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- D. In the District. The school board hereby designates Superintendent as the school district human rights officer(s) to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- F. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any

discovery or disclosure obligations.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators, or other school personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.

- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes Chapter. 260E may be applicable.

- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members.
- B. This policy shall be given to each school district employee and independent contractor at the time of entering into the person’s employment contract.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Section 504 Coordinator

Christine Mattson
131 Hickory Street North
320-395-2521
mattson@lp.k12.mn.us

Title IX Coordinator

Jenna Wolff
131 Hickory Street North
320-395-3005
wolff@lp.k12.mn.us

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

417 CHEMICAL USE AND ABUSE

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

- A. Use **or possession** of controlled substances, toxic substances, **medical cannabis**, and alcohol **before, during, or after school hours, at school or in any other school location**, is prohibited in the school setting in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. ~~It is the policy of this school district to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.~~ The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.
- C. The school district shall establish and maintain in every school a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- D. It will be the responsibility of the superintendent, with the advice of the school board, to establish a school and community advisory team to address chemical abuse problems in the district.
- E. The school district shall establish and maintain a program to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplace.

III. DEFINITIONS

- A. “Chemical abuse,” **as applied to students**, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially

disordering behavior, to the extent that the ~~student's~~ minor's normal function in academic, school, or social activities is chronically impaired.

- B. ~~“Chemicals” includes but is not limited to alcohol, toxic substances, and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy.~~ “Controlled substances,” as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota Statutes section 152.01, subdivision 9. As otherwise defined in this policy, “controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.
- C. “Drug prevention” means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.
- D. “Teacher” means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.
- E. “School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. STUDENTS

- A. Instruction Programs and Activities
 - 1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.

2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

~~Every school shall provide an instructional program in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.~~

- ~~2. Each school shall have age appropriate and developmentally based activities that:
 - a. address the consequences of violence and the illegal use of drugs, as appropriate;
 - b. promote a sense of individual responsibility;
 - c. teach students that most people do not illegally use drugs;
 - d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
 - e. teach students about the dangers of emerging drugs;
 - f. engage students in the learning process; and
 - g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.~~
- ~~3. Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.~~
- ~~4. Each school shall disseminate drug and violence prevention information within the school and to the community.~~
- ~~5. Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.~~
- ~~6. Each school shall have drug and violence prevention activities that may include the following:~~

- ~~a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.~~
- ~~b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.~~
- ~~c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.~~
- ~~d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.~~
- ~~e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.~~

B. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance Chemical Use and Abuse

1. A teacher who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team or administration.

~~In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing or selling chemicals in a school location:~~

- ~~a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.~~
- ~~b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.~~
- ~~c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.~~

- ~~d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.~~
 - ~~e. The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.~~
 - ~~2. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing or selling chemicals:
 - ~~a. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.~~
 - ~~b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.~~~~
- 2. Students involved in the abuse, possession, transfer, distribution or sale of chemicals ~~may~~ **shall** be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56, and proposed for expulsion.
- 3. Searches by school district officials in connection with the ~~abuse, use,~~ possession, of transfer ~~of alcohol or a controlled substance distribution or sale of chemicals~~ will be conducted in accordance with school board policies related to search and seizure.
- 4. Nothing in paragraph IV.B.1 prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

C. Preassessment Team

- 1. Every school shall have a chemical abuse preassessment team designated by the superintendent or designee. The team will be composed of classroom teachers,

administrators, and other appropriate professional staff to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others. **For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.**

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

D. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes section 13.32 and applicable federal law and regulations.

2. Destruction of Records

- a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.
- b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with such information **about school or community services in connection with chemical abuse**, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.
- c. ~~This section shall govern~~ Destruction of records **identifying individual students shall be governed by paragraph IV.E.2 notwithstanding provisions of the Records Management Act**, Minnesota Statutes section 138.163 (Preservation and Disposal of Public Records).

E. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

F. School and Community Advisory Team

1. ~~The superintendent, with the advice of the school board, shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.~~
2. ~~The advisory team shall:~~
 - a. ~~build awareness of the problem within the community, identify available treatment and counseling programs for students and develop good working relationships and enhance communication between the schools and other community agencies; and~~
 - b. ~~develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.~~

V. **EMPLOYEES**

- A. The ~~superintendent or designee shall undertake and maintain~~ school district shall establish a drug-free awareness and prevention program to inform employees, ~~students and others~~ about:
1. The dangers ~~and health risks of chemical~~ of drug abuse in the workplace.
 2. The school district's ~~drug-free workplace/drug-free school~~ policy of maintaining a drug-free workplace.
 3. Available drug ~~or alcohol~~ counseling, ~~treatment~~, rehabilitation, and ~~employee re-entry and/or~~ assistance programs ~~available to employees and/or students~~.
 4. The penalties that may be imposed on employees for drug abuse violations.
- B. The superintendent or designee shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice ~~from the employee or otherwise receiving actual notice of any criminal drug statute conviction of a conviction of an employee for a criminal drug statute violation~~ occurring in the workplace. ~~To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.~~

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
Minn. Stat. § 126C.44 (Safe Schools Levy)
Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 299A.33 (DARE Program)
Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7122 (Student Support and Academic Enrichment Grants)
20 U.S.C. § 5812 (National Education Goals)
20 U.S.C. § 7175 (Local Activities)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

[Note: School districts are required by Minn. Rule 3525.2340, Subp. 4.B., to have a policy for determining the workload limits of special education staff who provide services to students who receive direct special education services 60 percent or less of the instructional day.]

*[Note: Minn. Stat. § 179A.07, Subd. 1, of the Public Employers Labor Relations Act (PELRA) provides that a public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, **such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and number of personnel.** MSBA’s position is that this policy is not a mandatory subject of bargaining. School districts, therefore, are cautioned to not relinquish their inherent managerial right to determine workload limits for special education teachers.]*

I. PURPOSE

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Board of Teaching to instruct children with specific disabling conditions.

B. Direct Services

“Direct services” means special education services provided by a special education teacher when the services are related to instruction, including cooperative teaching.

C. Indirect Services

“Indirect services” means special education services provided by a special education teacher which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with children with disabilities to monitor and observe.

D. Workload

“Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

- A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.
- B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers’ exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employers Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers’ exclusive representative.

Legal References: Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of “Direct Services,” “Indirect Services,” “Teacher,” and “Workload”)
Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

Cross References: MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. It is the position of the school district that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission

with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal/Dean of Students (DoS). The school principal, with the assistance of the DoS, is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal, with the assistance of the DoS, shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal, with the assistance of the DoS, shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal, with the assistance of the DoS, shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal or Dean of Students, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent imminent bodily harm or death to the student or another. A principal or Dean of

Students shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. A teacher, in exercising the ~~teacher's~~ ~~person's~~ lawful authority, ~~a teacher~~ may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student to prevent ~~imminent~~ bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising ~~his or her~~ the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student ~~or~~ to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent **imminent** bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent **imminent** bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

IV. STUDENT RIGHTS

All students have the right to an education and the right to learn.

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;

- F. To be aware of all school rules, regulations, policies and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene

materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco or tobacco paraphernalia;
9. Using, possessing, distributing, or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student;
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous or pornographic materials;
29. Violation of the school district' Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise

derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;
32. Falsification of any records, documents, notes or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of cell phones or other technology to accomplish this end;
35. Impertinent or disrespectful language toward teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored

Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 1. a student causes or is likely to cause serious physical harm to other students or staff;
 2. the student's parent or guardian specifically consents to the use of recess detention; or
 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

It is the general policy of the school district to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;

- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

- A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning classroom consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for Removal of a Student From a Class.
 1. Administration will handle all procedures for removal of a student from a class
- D. Responsibility for and Custody of a Student Removed From Class.
 1. Administration will handle all responsibility and custody of a student removed from a class.
- E. Procedures for Return of a Student to a Class From Which the Student Was Removed.
 1. Administration will handle all responsibility and return of a student removed from a class.
- F. Procedures for Notification.
 1. Administration will handle all notifications.
- G. Students with a Disability; Special Provisions.
 1. Administration will work in cooperation with the Special Education Department in working with Students with Disabilities and those with Special Provisions.
- H. Procedures for Detecting and Addressing Chemical Abuse Problems of Students

While on School Premises.

1. Administration will follow protocol as is noted in the student handbook.

IX. DISMISSAL

- A. “Dismissal” means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- C. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less, except as may be provided in

federal law for a student with a disability.

2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. In the case of a student with a disability, the student's individual education plan team shall meet immediately but not more than ten (10) school days after the date on which the decision to remove the student from the student's current education placement is made. The individual education plan team shall, at the meeting, conduct a review of the relationship between the child's disability and the behavior subject to disciplinary action, and determine the appropriateness of the child's education plan.

The requirements of the individual education plan team meeting apply when: (1) the parent requests a meeting; (2) the student is removed from the student's current placement for five (5) or more consecutive days; or (3) the student's total days of removal from the student's placement during the school year exceed ten (10) cumulative days in a school year. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. A separate administrative

conference shall be conducted for each period of suspension.

5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
 - c. petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference.
9. The school administration shall make reasonable efforts to notify the

student's parent or guardian of the suspension by telephone as soon as possible following suspension.

10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-

examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have

the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

XII. STUDENT DISCIPLINE RECORDS

It is the policy of the school district that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

XIII. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Where a student is dismissed for five (5) or more consecutive days, or has accumulated more than ten (10) days of dismissal over the course of the school year, the school district will convene a meeting to determine whether the student's educational program is appropriate and to review all relevant information in order to determine whether the behavior subject to discipline is a manifestation of the student's disability. Such a meeting must be held within ten (10) school days of the school district's decision to

remove the student from his or her current educational placement and must be held before commencing an expulsion or exclusion of the student. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior. If the student was placed in a 45-day interim alternative educational setting pending the manifestation determination, the student will be returned to the placement from which the student was removed unless the student and school district agree to a change of placement as part of the modification of the behavioral intervention plan.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XIV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of sixteen (16) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XVI. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is

working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch.125A (Students With Disabilities)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Court Act)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor

Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on
Buses)

514 BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and teachers' ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, it is the school district's intent to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited:
 - 1. on the school premises, at the school functions or activities, on the school transportation;
 - 2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or
 - 3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.

- B. A school-aged child who voluntarily participates in a public school activity, such as a cocurricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.

- C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or

other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources. This policy also applies to sexual exploitation.

- D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

Malicious and sadistic conduct and sexual exploitation by a school district or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described in Article II.A above is prohibited.

- E. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- F. Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.
- G. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- H. False accusations or reports of bullying against another student are prohibited.
- I. A person who engages in an act of bullying, reprisal, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline for that act in accordance with school district's policies and procedures. The school district may take into account the following factors:
 - 1. The developmental and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy.

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

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

- J. The school district will act to investigate all complaints of bullying and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
 1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions

or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment

- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
 - 1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
 - 2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 - 3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. “Malicious and sadistic conduct” means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.
- F. “On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- G. “Prohibited conduct” means bullying, or cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct.
- H. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- I. “Student” means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district’s ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.
- B. The school district encourages the reporting party or complainant to use the report form available from the school district office, but oral reports shall be considered complaints as well.
 - a. The building principal or Dean of Students is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or

has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The school district may take immediate steps, at its discretion, to protect the target or victim of the bullying or other prohibited conduct, complainant, reporter, students, or others pending completion of an investigation of bullying or other prohibited conduct, consistent with applicable law.

The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

- C. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section

II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy, and other applicable school district policies; and applicable regulations.

- D. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident and the remedial action taken or disciplinary action taken, to the extent permitted by law.

In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

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

VII. TRAINING AND EDUCATION

- A. ~~Consistent with its applicable policies and practices, the school district will discuss this policy with students, school personnel and volunteers and provide annually will provide information and any applicable and~~ appropriate training to ~~for all~~ school district personnel to prevent, identify, and respond to prohibited

~~conduct. regarding this policy.~~

The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

- i. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 - ii. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 - iii. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 - iv. The incidence and nature of cyberbullying; and
 - v. Internet safety and cyberbullying.
- B. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- C. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.
- D. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the

administrative offices of the school district and the office of each school.

- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect)

or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
 - B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
 - C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
 - D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator is:
Ross Scheevel
320-395-3005
Lester Prairie Public Schools
Scheevel@lp.k12.mn.us
- Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.
- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
 - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative

justice.

- H. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
 - 1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 - 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 - 3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 12291).
- L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statute section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of

the school district buildings or property, and other similar measures.

M. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.
2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, or FERPA's regulations, and State law under Minnesota Statute section 13.32 34 Code Federal Regulations Part 99, or as required by law, or to carry out the purposes of 34 Code Federal Regulations Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect

the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may

report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 - 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
 - 5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false

information; and

6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's

discretion, but only after a formal complaint has been received by the school district.

- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;
 - 2. Did not occur in the school district's education program or activity; or
 - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
 - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 - 2. The respondent is no longer enrolled or employed by the school district; or
 - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

[NOTE: For example, school districts are reminded of the obligation under Minnesota Statute section 122A.20, subdivision 2, to make a mandatory report to PELSB concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent

or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - 3. Findings of fact supporting the determination;
 - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and

6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
 1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XIV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
 1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments ~~of 1972~~)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C. § 1400, *et seq.* (Individuals with Disabilities Education
~~Improvement~~ Act of 2004)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act ~~of 1973~~)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act ~~of 1990, as~~
~~amended~~)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and
Campus Crime Statistics Act (“Clery Act”))

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital
Status Nondiscrimination)

614 SCHOOL DISTRICT TESTING PLAN AND PROCEDURE

I. PURPOSE

The purpose of this policy is to set forth the school district's testing plan and procedure.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to implement procedures for testing, test security, documentation, and record keeping.

III. DUTIES OF SCHOOL DISTRICT PERSONNEL REGARDING TEST ADMINISTRATION

[Note: This listing of school personnel may not be consistent with the personnel in the school district and, consequently, should be amended to reflect the personnel with responsibility for testing in the particular school district.]

A. Superintendent

1. Responsibilities before testing.
 - a. Designate a district assessment coordinator and district technology coordinator.
 - b. The superintendent, or a designee who has been authorized to be the identified official with authority by the school board, pre-authorizes staff access for applicable Minnesota Department of Education (MDE) secure systems.
 - c. Annually review and re-certify staff who have access to MDE secure systems.
 - d. Read and complete the *Assurance of Test Security and Non-Disclosure*.

[Note: This form is available on the Minnesota PearsonAccess Next website – see Cross References for website address—included in the 614 Form file of the Policy Reference Manual.]

- e. Establish a culture of academic integrity.

- f. Fully cooperate with MDE representatives conducting site visits or Minnesota Test of Academic Skills (MTAS) audits during testing.
- g. Ensure student information is current and accurate.
- h. Ensure that a current district test security procedure is in place and that all relevant staff have been provided district training on test administration and test security.
- i. Ensure that a current process is included for tracking which students tested with which test monitors and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).
- j. Confirm the district assessment coordinator has current information and training specific to test security and the administration of statewide assessments.
- k. Confirm the district assessment coordinator completes Pre-test Editing in the Test Web Edit System (WES).
- l. Post on the school district website the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form.

2. Responsibilities after testing.

- a. Confirm the district assessment coordinator and Minnesota Automated Reporting Student System (MARSS) coordinator complete Post-test Editing in Test WES.
- b. Verify with the district assessment coordinator that all test security issues have been reported to MDE and are being addressed.
- c. Confirm the MARSS coordinator has updated all student records for Post-test Editing.
- d. Confirm the district assessment coordinator has finalized the district's assessment information prior to the close of Post-test Editing in Test WES.
- e. Confirm the district assessment coordinator, or designee, has access to the Graduation Requirements Records (GRR) system and enters necessary information.
- f. Discuss assessment results with the district assessment coordinator and school administrators.

B. District Assessment Coordinator

1. Responsibilities before testing.
 - a. Serve as primary contact with MDE regarding policy and procedure questions related to test administration.
 - b. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - c. Confirm all staff who handle test materials, administer tests, or have access to secure test content have completed the *Assurance of Test Security and Non-Disclosure*.
 - (1) Maintain the completed *Assurance of Test Security and Non-Disclosure* for two years after the end of the academic school year in which testing took place.
 - d. Review with all staff the *Assurance of Test Security and Non-Disclosure* and their responsibilities thereunder.
 - e. Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
 - f. Establish district testing schedule within the testing windows specified by the MDE and service providers.
 - g. Prepare testing conditions, including user access to service provider websites, preparing readiness for online testing, preparing a plan for tracking which students test on which computers or devices, ensure accommodations are indicated as necessary, providing students with opportunity to become familiar with test format, item types, and tools prior to test administration; establishing process for inventorying and distributing secure test materials where necessary; preparing procedures for expected and unexpected situations occurring during testing; planning for addressing technical issues while testing; identify staff who will enter student responses from paper accommodated test materials and scores from MTAS administration online.
 - h. Train school assessment coordinators, test monitors, MTAS test administrators, and ACCESS (test for English language learners) and Alternate ACCESS test administrators.
 - (1) Provide training on proper test administration and test security (Pearson's Training Management System).
 - (2) Verify staff complete any and all test-specific training.

- i. Maintain security of test content, test materials, and record of all staff involved.
 - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
 - (2) Organize secure test materials for online administrations and keep them secure.
 - (3) Define chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
 - j. Confirm that all students have appropriate test materials.
2. Responsibilities on testing day(s).
- a. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and policies and procedures.
 - b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
 - c. Contact the MDE assessment contact within 24 hours of a security breach and submit the *Test Security Notification* in Test WES within 48 hours.
 - d. Address invalidations and test or accountability codes.
3. Responsibilities after testing.
- a. Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
 - b. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
 - c. Return secure test materials as outlined in applicable manuals and resources.
 - d. Collect security documents and maintain them for two years from the end of the academic school year in which testing took place.

- e. Review student assessment data and resolve any issues.
- f. Distribute Individual Student Reports no later than fall parent/teacher conferences.
- g. Enter Graduation Requirements Records in the GRR system.

C. School Principal

- 1. Responsibilities before testing.
 - a. Designate a school assessment coordinator and technology coordinator for the building.
 - b. Be knowledgeable about proper test administration and test security as outlined in manuals and directions.
 - c. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - d. Communicate the importance of test security and expectation that staff will keep test content secure and act with honesty and integrity during test administration.
 - e. Provide adequate secure storage space for secure test materials before, during, and after testing until they are returned to the service provider or securely disposed of.
 - f. Ensure adequate computers and/or devices are available and rooms appropriately set up for online testing.
 - g. Verify that all test monitors and test administrators receive proper training for test administration.
 - h. Ensure students taking specified tests have opportunity to become familiar with test format, item types, and tools prior to test administration.
 - i. Include the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form in the student handbook.
- 2. Responsibilities on testing day(s).
 - a. Ensure that test administration policies and procedures and test security requirements in all manuals and directions are followed.

- b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
3. Responsibilities after testing.
- a. Ensure all secure test materials are collected, returned, and/or disposed of securely as required in any manual.
 - b. Ensure requirements for embargoed final assessment results are followed.

D. School Assessment Coordinator

1. Responsibilities before testing.
- a. Implement test administration and test security policies and procedures.
 - b. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - c. Ensure all staff who handle test materials, administer tests, or have access to secure test content read and complete the *Assurance of Test Security and Non-Disclosure*.
 - d. Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
 - e. Prepare testing conditions, including the following: schedule rooms and computer labs; arrange for test monitors and administrators; arrange for additional staff to assist with unexpected situations; arrange for technology staff to assist with technical issues; develop a plan for tracking which students test on which computers or devices; plan seating arrangements for students; ensure preparations are completed for Optional Local Purpose Assessment (OLPA), Minnesota Comprehensive Assessment (MCA), and ACCESS online testing; ensure accommodations are properly reported; confirm how secure paper test materials will arrive and quantities to expect; address accommodations and specific test administration procedures; determine staff who will enter the student responses from paper accommodated test materials and scores from MTAS administrations online.
 - f. Train staff, including all state-provided training materials, policies and procedures, and test-specific training.
 - g. Maintain security of test content and test materials.
 - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area,

inventory same, and contact service provider with any discrepancies.

- (2) Organize secure test materials for online administrations and keep them secure.
- (3) Follow chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
- (4) Identify need for additional test materials to district assessment coordinator.
- (5) Provide MTAS student data collection forms if necessary.
- (6) Distribute applicable ACCESS and Alternate ACCESS *Test Administrator Scripts* and *Test Administration Manuals* to test administrators so they can become familiar with the script and prepare for test administration.
- (7) Confirm that all students taking ACCESS and Alternate ACCESS have appropriate test materials and preprinted student information on the label is accurate.

2. Responsibilities on testing day(s).

- a. Distribute materials to test monitors and ACCESS test administrators and ensure security of test materials between testing sessions and that district procedures are followed.
- b. Ensure *Test Monitor and Student Directions* and *Test Administrator Scripts* are followed and answer questions regarding same.
- c. Fully cooperate with MDE representatives conducting site visits or MTAS audits, as applicable.
- d. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and test administration policies and procedures.
- e. Report testing irregularities to district assessment coordinator using the *Test Administration Report*.

[Note: This form is available on the Minnesota PearsonAccess Next website – see Cross References for website address included in the 614 Form file of the Policy Reference Manual.]

- f. Report security breaches to the district assessment coordinator as soon as possible.
3. Responsibilities after testing.
 - a. Ensure that all paper test materials are kept locked and secure and security checklists completed.
 - b. Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
 - c. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
 - d. Return secure test materials as outlined in applicable manuals and resources.
 - e. Prepare materials for pickup by designated carrier on designated date(s). Maintain security of all materials.
 - f. Ensure requirements for embargoed final assessment results are followed.

E. Technology Coordinator

1. Ensure that district is prepared for online test administration and provide technical support to district staff.
2. Acquire all necessary user identifications and passwords.
3. Read and complete the *Assurance of Test Security and Non-Disclosure*.
4. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
5. Attend district training and any service provider technology training.
6. Review, use, and be familiar with all service provider technical documentation.
7. Prepare computers and devices for online testing.
8. Confirm site readiness.

9. Provide all necessary accessories for testing, technical support/troubleshooting during test administration and contact service provider help desks as needed.

F. Test Monitor

1. Responsibilities before testing.
 - a. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - b. Attend trainings related to test administration and security.
 - c. Complete required training course(s) for tests administering.
 - d. Be knowledgeable about how to contact the school assessment coordinator during testing, where to pick up materials on day of test, and plan for securing test materials between test sessions.
 - e. Be knowledgeable regarding student accommodations.
 - f. Remove or cover any instructional posters or visual materials in the testing room.
2. Responsibilities on testing day(s).
 - a. Before test.
 - (1) Receive and maintain security of test materials.
 - (2) Verify that all test materials are received.
 - (3) Ensure proper number of computers/devices or paper accommodated test materials are present.
 - (4) Verify student testing tickets and appropriate allowable materials.
 - (5) Assign numbered test books to individual students.
 - (6) Complete information as directed.
 - (7) Record extra test materials.
 - b. During test.
 - (1) Verify that students are logged in and taking the correct test or using the correct grade-level and tier test booklet for students with paper accommodated test materials.

- (2) Follow all directions and scripts exactly.
- (3) Follow procedures for restricting student access to cell phones and other electronic devices, including wearable electronic devices.
- (4) Stay in testing room and remain attentive during entire test session. Practice active monitoring by circulating throughout the room during testing.

[Note: School districts may allow test monitors to use their cell phones only to alert other staff of issues. If allowed, the school district should train the test monitors on proper and improper use.]

- (5) Be knowledgeable about responding to emergency or unusual circumstances and technology issues.
- (6) Do not review, discuss, capture, email, post, or share test content in any format.
- (7) Ensure all students have been provided the opportunity to independently demonstrate their knowledge.
- (8) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- (9) Document the students who tested with the test monitor and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).
- (9 10) Document students who require a scribe or translated directions or any unusual circumstances and report to school assessment coordinator.

(40 11) Report any possible security breaches as soon as possible.

c. After test.

- (1) Follow directions and scripts exactly.
- (2) Collect all materials and keep secure after each session. Upon completion return to the school assessment coordinator.
- (3) Immediately report any missing test materials to the school assessment coordinator.

G. MTAS Test Administrator

1. Before testing.
 - a. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - b. Attend trainings related to test administration and security.
 - c. Complete required training course(s) for tests administering.
 - d. Be knowledgeable as to when and where to pick up MTAS materials and the school's plan for keeping test materials secure.
 - e. Prepare test materials for administration, including objects and manipulatives, special instructions, and specific adaptations for each student.
2. Responsibility on testing day(s).
 - a. Before the test.
 - (1) Maintain security of materials.
 - (2) Confirm appropriate MTAS materials are available and prepared for student.
 - b. During the test.
 - (1) Administer each task to each student and record the score.
 - (2) Be knowledgeable about how to contact the district or school assessment coordinator, if necessary, and responding to emergency and unusual circumstances.
 - (3) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
 - (4) Document and report and unusual circumstances to district or school assessment coordinator.
 - c. After the test.
 - (1) Keep materials secure.
 - (2) Return all materials.

- (3) Return objects and manipulatives to classroom.
- (4) Enter MTAS scores online or return data collection forms to the district or school assessment coordinator.

H. MARSS Coordinator

1. Responsibilities before testing.
 - a. Confirm all eligible students have unique state student identification (SSID) or MARSS numbers.
 - b. Ensure English language and special education designations are current and correct for students testing based on those designations.
 - c. Submit MARSS data on an ongoing basis to ensure accurate student demographic and enrollment information.
2. Responsibilities after testing.
 - a. Ensure accurate enrollment of students in schools during the accountability windows.
 - b. Ensure MARSS identifying characteristics are correct, especially for any student not taking an accountability test.
 - c. Work with district assessment coordinator to edit discrepancies during the Post-test Edit window in Test WES.

I. Any Person with Access to Test Materials

Read and complete the *Assurance of Test Security and Non-Disclosure*.

IV. **TEST SECURITY**

- A. Test Security Procedures will be adopted by school district administration.

[Note: This form is available on the Minnesota PearsonAccess Next website – see Cross References for website address. A sample procedure that has been approved by MDE is included in the 614 Form file of the Policy Reference Manual.]

- B. Students will be informed of the following:

1. The importance of test security;
2. Expectation that students will keep test content secure;

3. Expectation that students will act with honesty and integrity during test administration;
4. Expectation that students will not access cell phones, wearable technology (e.g., smart watches, fitness trackers), or other devices that can electronically send or receive information. The test of a student who wears a device during testing must be invalidated.

If a student completes testing and then accesses a cell phone or other prohibited device (including wearable technology), the school district must take further action to determine if the test should be invalidated, rather than automatically invalidating the test.

5. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.

C. Staff will be informed of the following:

1. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.
2. Other contact information and options for reporting security concerns.

V. **REQUIRED DOCUMENTATION FOR PROGRAM AUDIT**

- A. The school district shall maintain records necessary for program audits conducted by MDE. The records must include documentation consisting of the following:
 1. Signed *Assurance of Test Security and Non-Disclosure* forms must be maintained for two years after the end of the academic year in which the testing took place.
 2. School district security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
 3. School security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
 4. Test Monitor Test Materials Security Checklist provided for each group of students assigned to a test monitor must be maintained for two years after the end of the academic school year in which testing took place.

[Note: This form is included in the 614 Form file of the Policy Reference Manual.]

5. School district test monitor tracking documentation must be maintained for two years after the end of the academic year in which the tracking took place.
6. ACCESS and Alternate ACCESS Packing List and Security Checklist provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
7. Documentation of school district staff training on test administration and test security must be maintained for two years after the end of the academic school year in which testing took place.
8. *Test Security Notification* must be maintained for two years after the end of the academic school year in which testing took place.
9. *Test Administration Report* must be maintained for one year after the end of the academic school year in which testing took place.
10. Record of staff trainings and test-specific trainings must be maintained for one year after the end of the academic year in which testing took place.

Legal References:

Minn. Stat. § 13.34 (Examination Data)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.36, Subd. 2 (School Accountability)
Minn. Rules Parts 3501.0010-3501.0180 (Graduation Standards – Mathematics and Reading) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
Minn. Rules Parts 3501.0200-3501.0290 (Graduation Standards – Written Composition) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 616 (School District System Accountability)

Minnesota PearsonAccess Next Resources and Forms:

<http://minnesota.pearsonaccessnext.com/policies-and-procedures/>

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPs, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § 504 accommodation plan (504 plan), or **English Learner (EL) needs to** participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.
2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.
3. Eligibility Requirements
 - a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:
 - (1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;
 - (2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;
 - (3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability

to function in multiple environments, including home, school, and community;

(4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;

(5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

b. MTAS participation decisions must not be made on the following factors:

(1) Student's disability category;

(2) Placement;

(3) Participation in a separate, specialized curriculum;

(4) An expectation that the student will receive a low score on the MCA;

(5) Language, social, cultural, or economic differences;

(6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.

2. Eligibility Requirements

a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.

b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.

c. For students in grades that the MTAS is not administered:

(1) the student must have cognitive functioning significantly below age level;

- (2) the student’s disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and
 - (3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.
- d. The IEP team must consider the student’s ability to access the ACCESS, with or without accommodations.
 - e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.
3. Alternate ACCESS participation decisions must not be made on the following factors:
- a. Student’s disability category;
 - b. Participation in a separate, specialized curriculum;
 - c. Current level of English language proficiency;
 - d. The expectation that the student will receive a low score on the ACCESS for ELs;
 - e. Language, social, cultural, or economic differences;
 - f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current “Procedures Manual for the Minnesota Assessments” which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com - ~~pearsonaccess.com~~.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR ~~BASIC SKILLS AND GRAD~~ TESTING

See Chapter 5 of the current “Procedures Manual for the Minnesota Assessments:” and ~~2017-18~~ Guidelines for Administration of Accommodations and Linguistic Supports (http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm_2020-21.pdf).

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08(a)(1) (Individualized Education Programs)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS), <https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf>
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf>
Alternate ACCESS for ELLs Participation Guidelines,
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf>

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

[Note: Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires a new level of accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- ~~B. “Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.~~
- B. “World’s best workforce” means striving to: meet school readiness goals; ~~have all third grade students achieve grade level literacy~~; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.
2. The improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statute section 123B.147, Subd. 3, and teacher evaluations under Minnesota Statute section 122A.40, Subd. 8, or 122A.41, Subd. 5.

Local Cycle will be determined by need and by budget.

C. Implementation of Graduation Requirements

1. The Advisory Committee shall advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels

to meet federal expectations. The Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.

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

D. Advisory Committee for Comprehensive Continuous Improvement of Student Achievement

1. By June 30th of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. The Advisory Committee, working in cooperation with other committees of the school district, will provide active community participation in:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and
 - d. Advising the school board about development of the annual budget.
3. The Advisory Committee shall meet the following criteria:
 - a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
 - b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program

evaluation.

- c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. The Advisory Committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community. Included in its membership should be a member from various groups.
 5. Translation services should be provided to the extent appropriate and practicable.
 6. The Advisory Committee shall meet the following timeline each year:
 - May/June: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.
 - August: Review evaluation results and prepare recommendations.
 - Sept/Oct: Present recommendations to the school board for its input and approval.
- E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress ~~toward Literacy by Grade 3~~, the Graduation Standards, as well as program evaluation data for use by the Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.
- F. Reporting. Consistent with Minnesota Statute section 120B.36, subdivision 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans,

strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world’s best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

1. The school district must annually report the district’s class size ratios by each grade to the commissioner of education in the form and manner specified by the commissioner.
2. The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota’s Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforce)
Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)
Minn. Stat. § 120B.36 (School Accountability)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)
Minn. Stat. § 123B.147 (Principals)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

618 ASSESSMENT OF STUDENT ACHIEVEMENT

I. PURPOSE

The purpose of this policy is to institute a process for the establishment and revision of assessments to measure achievement toward meeting the Minnesota Academic Standards, track academic progress over time, and provide Minnesota graduates information related to career and college readiness.

II. GENERAL STATEMENT OF POLICY

The school district has established a procedure by which students shall complete Graduation Requirements. This procedure includes the adoption of performance assessment methods to be used in measuring student performance. The school district strives to continually enhance student achievement of Graduation Requirements.

III. DEFINITIONS

- ~~A. “Above-grade level” test items contain subject area content that is above the grade level of the student taking the assessment and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards above the grade level of the student taking the assessment. Notwithstanding the student’s grade level, administering above-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.~~
- A. “Academic standard” means a summary description of student learning in a required content area or elective content area.
- ~~B. “Below-grade level” test items contain subject area content that is below the grade level of the student taking the test and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards below the student’s current grade level. Notwithstanding the student’s grade level, administering below-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.~~
- B. “Benchmark” means the specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- C. “Career and college ready,” for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or

industry-recognized credential and employment. Students who are career and college ready are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.

~~F. “Computer adaptive assessments” means fully adaptive assessments.~~

D. “Cultural competence,” for purposes of statewide accountability, means the ability and will to interact effectively with people of different cultures, native languages, and socioeconomic backgrounds.

E. “Elective standards” means a locally adopted expectation for student learning in career and technical education and world languages.

F. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, or other cooperative work experience, youth apprenticeship, or employment.

~~J. “Fully adaptive assessments” include on-grade level test items and items that may be above or below a student’s grade level. [Note: Fully adaptive mathematics and reading assessments must be used for grades 3 through 7 beginning in the 2015-2016 school year and later.]~~

~~K. “On-grade level” test items contain subject area content that is aligned to state academic standards for the grade level of the student taking the assessment.~~

G. “Required standard” means (1) a statewide adopted expectation for student learning in the content areas of English language arts, mathematics, science, social studies, physical education, and the arts, and (2) a locally adopted expectation for student learning in health ~~or the arts.~~

IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

A. The *[school board/superintendent/director of instruction]* shall establish criteria by which student performance of local academic standards and elective standards are to be evaluated and approved. The criteria will be submitted to the school board for approval. Upon approval by the school board, the criteria shall be deemed part of this policy.

B. The superintendent shall ensure that students and parents or guardians are provided with notice of the process by which academic standards will be assessed.

C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued improvement of the implementation of assessments under the Minnesota Academic Standards.

V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

A. Benchmarks

The school district will offer and students must achieve all benchmarks for an academic standard to satisfactorily complete that state standard. These benchmarks will be used by the school district and its staff in developing tests to measure student academic knowledge and skills.

[School districts are required to formally establish a periodic review cycle for academic standards and related benchmarks in health, world languages, and career and technical education.]

B. Statewide Academic Standards Testing

1. The school district will utilize statewide assessments developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards.
2. The school district will administer annually, in accordance with the process determined by the Minnesota Department of Education, the state-constructed tests aligned with state standards to all students in grades 3 through 8 and at the high school level as follows:
 - a. computer-adaptive reading and mathematics assessments in grades 3 through 8;
 - b. high school reading in grade 10, mathematics in grade 11, and a high school writing test, when it becomes available; and
 - c. science assessments in one grade in the grades 3 through 5 span, the grades 6 through 8 span, and a life science assessment in the grades 9 through 12 span (a passing score on high school science assessments is not a condition of receiving a diploma).
3. The school district will develop and administer locally constructed tests in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.
4. The school district may use a student's performance on a statewide assessment as one of the multiple criteria to determine grade promotion or retention. The school district also may use a high school student's performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.

5. For students in grade 8 in the 2012-2013 school year and later, the school district must record on the high school transcript a student's progress toward career and college readiness. For other students, this record of progress must be made as soon as practicable. In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established school board criteria, demonstrate exemplary academic achievement during high school.
6. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments administered in high school, must be informed that admission to a public school is free and available to any resident under 21 years of age. The school district will determine how this notice is given.

C. Student Participation

1. The Minnesota Commissioner of Education must create and publish a form for parents and guardians that:
 - a. explains the need for state academic standards;
 - b. identifies the state assessments that are aligned with state standards;
 - c. identifies the consequences, if any, the school or student may face if a student does not participate in state or locally required standardized assessments;
 - d. states that students who receive a college ready benchmark on the high school Minnesota Comprehensive Assessment are not required to take a remedial, noncredit course at a Minnesota state college or university in the corresponding subject area;
 - e. summarizes the provisions in Minnesota Statutes section 120B.301(a) and (c); and
 - f. notifies a parent of the right to not have the parent's child participate in the state and locally required assessments and asks a parent that chooses to not have a child participate in the assessments the basis for the decision.
2. The school district must post the form created by the Commissioner on the school district website and include it in the school district's student handbook.

VI. RIGOROUS COURSE OF STUDY WAIVER

1. Upon receiving a student's application signed by the student's parent or guardian, the school district must declare that a student meets or exceeds a specific academic standard required for graduation if the school board determines that the student:
 - a. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or post-secondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;
 - b. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or post-secondary education program if the student were required to achieve the academic standard to be waived; and
 - c. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or post-secondary education program.
2. The school board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard that the site requires for graduation under this section.
3. A student who satisfactorily completes a post-secondary enrollment options course or program or an advanced placement or international baccalaureate course or program is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

VI. CAREER EXPLORATION ASSESSMENT

- A. Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota's postsecondary admissions requirements. Achievement and career and college readiness in mathematics, reading, and writing must also be assessed. When administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their instruction, schools must ensure that the assessments are accessible to the students and students have the modifications and supports they need to sufficiently understand the assessments.
- B. On an annual basis, the school district must use the career exploration elements in these assessments, beginning no later than grade 9, to help students and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes,

and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.

- C. All students, except those eligible for alternative assessments, will be encouraged to participate on a nationally normed college entrance exam in grade 11 or 12. A student under this paragraph who demonstrates attainment of required state academic standards on these assessments, which include career and college readiness benchmarks, is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.

To the extent state funding for college entrance exam fees is available, the school district will pay the cost, one time, for an interested student in grade 11 or 12, who is eligible for a free or reduced-priced meal, to take a nationally recognized college entrance exam before graduating. The school district may require a student who is not eligible for a free or reduced-priced meal to pay the cost of taking a nationally recognized college entrance exam. The school district will waive the cost for a student who is unable to pay.

- D. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.
- E. In developing, supporting, and improving students' academic readiness for a career or college, the school district must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without need for postsecondary remediation.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

619 STAFF DEVELOPMENT FOR STANDARDS

I. PURPOSE

The purpose of this policy is to establish opportunities for staff development which advance the staff's ability to work effectively with the Graduation Assessment Requirements and with students as they progress to achievement of those Graduation Assessment Requirements and meet the requirements of federal law.

II. GENERAL STATEMENT OF POLICY

The school district is committed to developing staff policies and processes for continuous improvement of curriculum, instruction, and assessment to ensure effective implementation of the Graduation Assessment Requirements and federal law at all levels.

III. STANDARDS FOR STAFF DEVELOPMENT

- A. The Advisory Committee for Comprehensive Continuous Improvement of Student Achievement (Committee) shall address the needs of all staff in prioritizing staff development which will ensure effective implementation of the Graduation Assessment Requirements and federal law at all levels. The Committee will advise the school board on the planning of staff development opportunities.
- B. The school district shall place a high priority on staff development including activities, programs, and other efforts to implement the Graduation Assessment Requirements effectively and to upgrade that implementation continuously.
- C. Staff development plans for the school district shall address identified needs for Graduation Assessment Requirements implementation throughout all levels of the school district programs.
- D. In service, staff meeting, and district and building level staff development plans and programs shall focus on improving implementation of the Graduation Assessment Requirements at all levels for all students, including those with special needs.

IV. TRAINING AND PROFESSIONAL DEVELOPMENT

- A. Paraprofessionals. The school district will provide each paraprofessional who assists a licensed teacher in providing student instruction with initial training. Such training will include training in emergency procedures, confidentiality, vulnerability, reporting obligations, discipline, policies, roles and responsibilities, and building orientation.

Training will be provided within the first 60 days a paraprofessional begins supervising or working with students.

Additionally, with regard to paraprofessionals providing support to special education students, the school district will ensure that annual training opportunities are required to enable the paraprofessional to further develop the knowledge and skills that are specific to the students with whom the paraprofessional works, including understanding disabilities, the unique and individual needs of each student according to the student's disability and how the disability affects the student's education and behavior, following lesson plans, and implementing follow-up instructional procedures and activities.

B. Teachers/Administrators

The school district will provide high quality and ongoing professional development activities as required by state and federal laws.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.363 (Credential for Education Paraprofessionals)
Minn. Stat. § 122A.16 (Qualified Teacher Defined)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 616 (School District System Accountability)

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. “Contract” means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. “Official newspaper” is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks’ published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;

- c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (~~Public Employees Not to Purchase Merchandise From Governmental Agencies; Exceptions; Sale or Purchase of State Property; Penalty~~)
Minn. Stat. § 123B.29 (Sale at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA School Law Bulletin "F" (School District Contract and Bidding Procedures)

807 HEALTH AND SAFETY POLICY

I. PURPOSE

The Lester Prairie School District No. 424 strives to provide a safe, healthy work and educational environment for its students, faculty, staff, and volunteers. The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

II. GENERAL STATEMENT OF POLICY

- A. The policy of District No. 424 is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.

- B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The superintendent may request that the safety committee established under Minnesota Statute section 182.676 carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under Minnesota Statute section 182.676.

III. PROCEDURES

- A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.
- B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.
- C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

IV. PROGRAM AND PLANS

- A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:
 - 1. Asbestos
 - 2. Fire and Life Safety
 - 3. Employee Right to Know
 - 4. Emergency Action Planning
 - 5. Combustible and Hazardous Materials Storage
 - 6. Indoor Air Quality
 - 7. Mechanical Ventilation
 - 8. Mold Cleanup and Abatement
 - 9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
 - 10. Infectious Waste/Bloodborne Pathogens
 - 11. Community Right to Know
 - 12. Compressed Gas Safety
 - 13. Confined Space Standard
 - 14. Electrical Safety
 - 15. First Aid/CPR/AED
 - 16. Food Safety Inspection

17. Forklift Safety
18. Hazardous Waste
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Fall Protection
34. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

- B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.
- C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action **will be** taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.
- D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.
- E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.
- F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

V. BUDGET

The superintendent shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

VI. ENFORCEMENT

Enforcement of this policy is necessary for the goals of the Lester Prairie School District's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

Legal References: Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)
Minn. Stat. § 123B.57 (~~Capital Expenditure~~; Health and Safety Projects)
Minn. Stat. § 182.676 (Safety Committees)
Minn. Rules Part 5208.0010 (~~Accident and Injury Reduction Program~~; Applicability)
Minn. Rules Part 5208.0070 (~~Accident and Injury Reduction Program~~; Alternative Forms of Committee)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

**TEACHER CONTRACT FOR MINNESOTA
PUBLIC SCHOOL DISTRICTS**

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, enters into this contract, pursuant to M.S. 125.12 as amended, with Sarah Harding, a legally qualified and licensed teacher who agrees to teach in the public school of said district as Elementary Teacher with assigned duties for the school year 2024 to 2025.

The following provisions shall apply and are a part of this contract:

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This contract is subject to the provisions of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 125.12.
3. **Duty Year:** The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. **Additional Services;** The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph one. Said extracurricular, co-curricular or other assignments may be described in paragraph six of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. **Reference:** This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. **Special Provisions:**

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

7. In consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ <u>43,062.00</u> _____	For Basic Services (BA Level -0)
\$ _____	For additional services as set forth in paragraph six.
\$ <u>43,062.00</u> _____	Total salary, exclusive of fringe benefits.

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties. In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

IN WITNESS THEREOF I have subscribed my signature this 19 day of April, 2024.

Sarah Harding
Teacher

IN WITNESS THEREOF we I have subscribed our signatures this _____ day of _____, 20____.
INDEPENDENT SCHOOL DISTRICT NO. 424

Chairman

Clerk

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

**TEACHER CONTRACT FOR MINNESOTA
PUBLIC SCHOOL DISTRICTS**

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, enters into this contract, pursuant to M.S. 125.12 as amended, with Taylor Bayerl, a legally qualified and licensed teacher who agrees to teach in the public school of said district as Elementary Teacher with assigned duties for the school year 2024 to 2025.

The following provisions shall apply and are a part of this contract:

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This contract is subject to the provisions of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 125.12.
3. **Duty Year:** The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. **Additional Services;** The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph one. Said extracurricular, co-curricular or other assignments may be described in paragraph six of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. **Reference:** This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. **Special Provisions:**

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

7. In consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ <u>43,062.00</u>	For Basic Services (BA Level -0)
\$ _____	For additional services as set forth in paragraph six.
\$ <u>43,062.00</u>	Total salary, exclusive of fringe benefits.

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties. In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

IN WITNESS THEREOF I have subscribed my signature this 21st day of April, 2024.

Taylor Bayerl
Teacher

IN WITNESS THEREOF we I have subscribed our signatures this _____ day of _____, 20____.
INDEPENDENT SCHOOL DISTRICT NO. 424

Chairman

Clerk

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

**TEACHER CONTRACT FOR MINNESOTA
PUBLIC SCHOOL DISTRICTS**

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, enters into this contract, pursuant to M.S. 125.12 as amended, with **Emma Blashack**, a legally qualified and licensed teacher who agrees to teach in the public school of said district as **Elementary Teacher with assigned duties** for the school year 2024 to 2025.

The following provisions shall apply and are a part of this contract:

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This contract is subject to the provisions of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 125.12.
3. **Duty Year:** The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. **Additional Services;** The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph one. Said extracurricular, co-curricular or other assignments may be described in paragraph six of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. **Reference:** This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. **Special Provisions:**

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

7. In consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ 44,953.00 _____	For Basic Services (BA Level -2)
\$ _____	For additional services as set forth in paragraph six.
\$ 44,953.00 _____	Total salary, exclusive of fringe benefits.

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties. In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

IN WITNESS THEREOF I have subscribed my signature this 29 day of April, 2024.

Emma Blashack
Teacher

IN WITNESS THEREOF we I have subscribed our signatures this _____ day of _____, 20____.
INDEPENDENT SCHOOL DISTRICT NO. 424

Chairman

Clerk

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

**TEACHER CONTRACT FOR MINNESOTA
PUBLIC SCHOOL DISTRICTS**

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, enters into this contract, pursuant to M.S. 125.12 as amended, with **Claire Turner**, a legally qualified and licensed teacher who agrees to teach in the public school of said district as **Junior/ Senior High Social Studies Teacher with assigned duties** for the school year 2024 to 2025.

The following provisions shall apply and are a part of this contract:

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This contract is subject to the provisions of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 125.12.
3. **Duty Year:** The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. **Additional Services;** The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph one. Said extracurricular, co-curricular or other assignments may be described in paragraph six of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. **Reference:** This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. **Special Provisions:**

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

7. In consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ 43,062.00 _____	For Basic Services (BA+0 Level -0)
\$ _____	For additional services as set forth in paragraph six.
\$ 43,062.00 _____	Total salary, exclusive of fringe benefits.

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties. In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

IN WITNESS THEREOF I have subscribed my signature this 03 day of May, 2024.



Teacher

IN WITNESS THEREOF we I have subscribed our signatures this _____ day of _____, 20____.
INDEPENDENT SCHOOL DISTRICT NO. 424

Chairman

Clerk

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 Hickory Street N.
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

NOTICE OF ASSIGNMENT (FT – NON-CERTIFIED)
LESTER PRAIRIE ISD #424
2024-25

TO: **Lori Bebo**

DATE: May 2024

SUBJECT: Notice of salary & assignment for the 2024-25 school year.

1) Your basic assignment will be:

Supervisor of kitchen and cooks with assigned duties.

Your salary effective on or about 8/15/ 2024 will be \$36,123 for 187 days. For extra duties for special events after school hours will be paid at the hourly rate of \$22.65 for up to 54 hours.

2) Extra notes and benefits:

- a. 100 % Board paid single dental insurance coverage available.
- b. Eight (8) sick/ESST days per year, with a maximum accumulation of 120 days.
- c. Eight (8) paid Holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Years Day, President's Day, Good Friday, Memorial Day.
- d. \$30,000 Life & AD&D Insurance.
- e. Long Term Disability Insurance.
- f. Three (3) days of personal leave, which can accumulate up to 4 days with one (1) being carried over and/or one (1) being paid for.
- g. 403B contribution of \$800.00 per year.
- h. 3 Bereavement Days – for Immediate Family and approval from Administration
- i. The School District shall contribute \$757.50 per month for the 2024-25 school year toward the premium cost of single health insurance if qualified for and enrolled in the School District's group health and hospitalization plan. The School District contribution will first be applied to the insurance premium. The remaining amount, if any, shall be paid by the School District into a Health Savings Account (H.S.A.) or VEBA.

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN DAYS.

Lori Bebo
Employee Signature

5-15-24
Date

Board Signature

Date

White – Employee File
Green – Employee Copy

Lester Prairie Public Schools ISD #424
131 Hickory Street North
Lester Prairie, MN 55354

AD/Dean Contract
2024-2025 School Year

The School Board of Independent School District No. 424, Lester Prairie, Minnesota, enters into this contract with **Ross Scheevel**, who agrees to perform the duties of Activities Director/Dean of Students of the School District.

The School District and the AD/Dean agree as follows:

I. Duration, Expiration, Termination and Mutual Consent:

A. Duration.

This contract is for a term of 1 year commencing **July 1, 2024, and ending June 30, 2025**. It shall remain in full force and effect unless modified by mutual consent of the School Board and the AD/Dean, or unless terminated as provided herein.

B. Subsequent Contract.

1. Notice by AD/Dean. The AD/Dean shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less than 90 calendar days prior to the expiration date of this contract.
2. Upon receipt of such notice the Superintendent shall confer with the School Board and no later than 45 days prior to the expiration of this contract shall notify the AD/Dean as to whether or not the School District intends to renew said contract.
3. If the AD/Dean is notified that the School District does not intend to renew this contract, the contract shall end at the conclusion of its term as provided in Paragraph 1 hereof.
4. If the Superintendent notifies the AD/Dean that the School District intends to renew the contract, the parties shall promptly meet and confer regarding the terms of a subsequent contract.

C. Expiration.

This contract shall expire at the end of the term specified in Section 1 hereof. At the conclusion of its term neither party shall have any further claim against the other and the School District's employment of the AD/Dean shall cease, unless a subsequent contract is entered into by the parties. In the event the parties fail to follow the timelines as provided herein, the AD/Dean's employment shall continue on a month-to-month basis until the School District either enters into a subsequent contract with the AD/Dean or until the School District provides 45 calendar days of written notice of the termination of the AD/Dean's employment.

D. Termination During the Term.

The AD/Dean's employment may be terminated during the term of this contract only for cause as defined in M.S. 122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the AD/Dean during the contract, term for cause as described in M.S. 122A.40, Subds. 9 or 13, it shall notify the AD/Dean in writing of the proposed grounds for termination. The AD/Dean shall be entitled to a hearing before an arbitrator provided the AD/Dean makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and

binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The AD/Dean may be suspended with pay pending final determination by the arbitrator. If the AD/Dean fails to request a hearing as provided herein within such fifteen (15) day calendar period, it shall be deemed acquiescence by the AD/Dean to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the AD/Dean shall have no further claim or recourse.

E. Mutual Consent: This contract may be terminated at any time by the parties by mutual consent.

II. Duties:

Said employee shall faithfully perform the services prescribed by the School Board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the salary indicated below, and agrees to work in the schools of said district as assigned.

III. Duty Year and Leaves:

A. Basic Work Year.

The AD/Dean's duty year shall be for **215 days** that will include all student contact days. The scheduling of non-student contact days will be flexible and set in a yearlong written work calendar in agreement with the Superintendent and the AD/Dean. With prior approval from the Superintendent, up to 2 student contact days may be used as vacation in exchange for non-student contact days.

The AD/Dean shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board or its designee so determines. The AD/Dean shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

B. Vacation.

The AD/Dean shall earn 3 working days of annual paid vacation each contract year. Upon termination of employment, the AD/Dean shall forfeit any remaining vacation days.

C. Holidays.

The AD/Dean shall be entitled to the following paid holidays when school is not in session. New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve. In addition, the AD/Dean shall not be required to be in attendance and will be paid for any day which school is cancelled unless for emergency as described in III.A. of this contract with no reduction in pay.

D. Sick/ESST Leave.

The AD/Dean shall earn 15 paid sick/ESST leave annually, which may be accumulated to a maximum of 120 days.

E. Emergency Leave.

The AD/Dean may be granted paid emergency leave during the contract year at the discretion of the Superintendent.

- F. Bereavement Leave.
The AD/Dean shall be granted bereavement leave for a death within the AD/Dean's immediate or close family as recognized in the Certified Master Agreement. The time utilized shall be in a reasonable amount and shall be determined after conferring with the Superintendent. Days utilized will not be deducted from sick leave.
- G. Jury Duty Leave.
If the AD/Dean is absent because of jury service, the AD/Dean will receive regular salary from the School District during this period of service, provided that the pay received for this jury service, less any reimbursement for mileage and expenses, will be receipted to the School District.

IV. Insurance.

- A. Health and Hospitalization and Dental.
**In those years when negotiations have not been completed, benefits will be adjusted to reflect changes governed by the LPEA Master Agreement, if any.
1. Single insurance coverage: The School District shall provide single insurance coverage for the AD/Dean as per the LPEA Master Agreement for the duration of this contract.
2. Dental Insurance: The School District shall pay 100% of the premium for individual dental coverage if enrolled in the dental insurance plan.
- B. Life Insurance.
The School District shall provide a group term life insurance plan providing \$50,000 coverage for the AD/Dean, payable to the AD/Dean's named beneficiary, at the expense of the School District.
- C. Long Term Disability Insurance.
The School District shall provide, at the School District expense, long term disability coverage for the AD/Dean in the School District's group plan.
- D. Liability Insurance.
The School District shall provide, at School District expense, liability insurance naming the AD/Dean as an insured, along with the School District, in an amount not less than that which is required by law for the School District.
- E. Claims Against the School District.
The eligibility of the AD/Dean, or the AD/Dean's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

V. Other Benefits:

- A. Tax Sheltered Annuities.
The AD/Dean will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District

shall contribute up to a maximum matching amount of **\$1700** to the AD/Dean’s annuity plan.

B. Conferences and Meetings.

The School District shall pay all legally valid expenses and fees for the AD/Dean's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The AD/Dean shall periodically report to the Superintendent relative to meetings and conferences attended. The AD/Dean shall file itemized expense statements to be processed and approved as provided by law.

- 1. National Conventions or Conferences: Every other year the Activities Director will be permitted to attend a national professional educational conference. Upon approval of the application, the district agrees to contribute a maximum of \$1,500 toward conference registration and reimbursement of travel-related expenses.
- 2. State Conventions and Conferences: The District shall reimburse the activities director for registration fees, conference costs, lodging, luncheons, banquets, and mileage fees for state conventions or conferences. The number of days and dates for attendance at those conventions or conferences is to be determined in consultation with the superintendent and approved by the staff development committee.
- 3. Meetings: The District shall pay all expenses of meetings that the activities director is required to attend with the approval of the superintendent.

VI. Salary:

The AD/Dean shall be paid an annual contract salary of \$67,000 for the 2024-25 school year. The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in 24 equal installments during the contract year.

- A. Supervision: As the AD in charge of supervising an event, payment will be \$100 per home JV/V level events. The AD will be allowed to find a substitute for up to ten events. Payment for non-regularly scheduled, required, out of district events will be \$100 (this includes AAA, Playoff Games, etc.)
- B. Community Education Leadership: The AD/Dean shall perform leadership and training of community education events in accordance with the AD/Dean Job Description. This includes all CE activities and supervision related to CE, and quarterly CE committee meetings.

VII. Other Provisions.

- A. Outside Activities.

While the AD/Dean shall devote full time and due diligence to the affairs and the activities of the School District, the AD/Dean may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the AD/Dean's ability to perform the duties of the AD/Dean's position as determined by the Superintendent. The AD/Dean shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.

B. Indemnification and Provision of Counsel.

In the event that an action is brought or a claim is made against the AD/Dean arising out of or in connection with the AD/Dean's employment, and the AD/Dean is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

C. Dues.

The AD/Dean is encouraged to belong to and participate in appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for organizations as are required, directed, or permitted, by the Superintendent and/or School Board. The AD/Dean shall present appropriate statements for approval as provided by law.

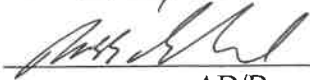
D. Cell Phone: The school district shall provide a cell phone.

VIII. Severability:

If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

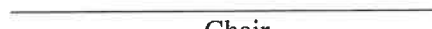
This contract shall be effective only upon signatures of the AD/Dean and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF, I have
my signature this 16th
day of May, 2024.



AD/Dean

IN WITNESS WHEREOF, I have subscribed
subscribed my signature
this ___ day of _____, 2024.



Chair



Melissa Radeke <radeke@lp.k12.mn.us>

Leave of Absence

1 message

Kim Schauer <schauer@lp.k12.mn.us>
To: Melissa Radeke <radeke@lp.k12.mn.us>

Wed, May 15, 2024 at 6:55 AM

Dear Dr Radeke,

I am writing to ask the district for a 2 year leave of absence starting July 1, 2024 and ending June 30th 2026.

Thank you,

--
Kim Schauer
Paraprofessional
Lester Prairie School

CONTRACT FOR DATA & SYSTEMS COORDINATOR

2024-2025 School Year

ARTICLE I – PURPOSE

This Contract is entered into between Independent School District No.424, Lester Prairie Schools, Minnesota, hereinafter referred to as the School District, and **Kim Schauer**, hereinafter referred to as the Data & Systems Coordinator, who agrees to perform the duties of the Data & Systems Coordinator of the School District.

ARTICLE II - DURATION, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of 1 year commencing on **July 1, 2024, and ending on June 30, 2025**. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Data Systems Coordinator or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Business Official shall cease, unless a subsequent Contract is entered into by the parties. In the event the parties fail to enter into a subsequent contract, the Data & Systems Coordinator employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Contract with the Business Official or until the School Board provides thirty (30) calendar days of written notice of the termination of the Business Official's employment.

Section 3. Termination During the Term: The Data & Systems Coordinators employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Data System Coordinator during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 13., it shall notify the Data & Systems Coordinator, in writing, of the proposed grounds for termination. If the Data & Systems Coordinator fails to request a hearing as provided in this section within a ten (10)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Data & Systems Coordinator shall have no further claim or recourse.

Section 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Data & Systems Coordinator.

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Data & Systems Coordinator completing the terms of the existing Contract.

ARTICLE III - DUTIES

The Data & Systems Coordinator shall serve as the Data & Systems Coordinator of the School District and shall serve under the direction of the Superintendent and the School Board from this time on. The Data & Systems Coordinator shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District.

ARTICLE IV - DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Data & Systems Coordinator regular work hours are from 7:00am to 3:30pm with a ½ hour unpaid lunch period (8 hours per day) up to **210 days per year**.

Section 2. Holidays: The Data & Systems Coordinator shall be entitled to eight (8) paid holidays as designated by the School Board each Contract year - Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday, and Memorial Day.

Section 3. Sick Leave: The Data & Systems Coordinator shall earn paid sick leave at the rate of **fifteen (15)** day(s) each year and earned sick leave may accumulate to a maximum of one-hundred (100) days.

Section 4. Jury Service: The Data & Systems Coordinator who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 5. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 6. Personal Leave: The Data & Systems Coordinator shall be eligible for **3 days** of personal leave with pay per school year. Up to 5 unused personal days may be accumulated.

Section 7. Bereavement Leave: The Data & Systems Coordinator shall be eligible for 5-days of paid leave in the event of a death in the immediate family (spouse, children, parents, grandchildren, grandparents, brothers, sister or same by law).

ARTICLE V - INSURANCE

Section 1. Health and Hospitalization and Dental Insurance: The School District shall contribute **\$9090 per year** toward the premium for Single health insurance or \$15,090 for the family health insurance plan. The School District shall also provide the Data & Systems Coordinator with full single dental insurance coverage under the School District's group dental insurance plan.

Section 2. Life Insurance: The School District shall provide \$40,000 Life AD&D Insurance, payable to the Business Official. Section

3. Long-Term Disability Insurance: The School District shall provide long-term disability insurance for the Business Official under the School District's group long-term disability insurance plan.

ARTICLE VI - OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Data & Systems Coordinator is eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law. The District will match for **\$1,200** for the year 2024-2025.

ARTICLE VII – SALARY

The Data & Systems Coordinator shall be paid an annual salary: **\$35,000 for the 2024-2025** Contract year.

Additional Kids Depot Supervisory hours not to exceed 475 hours at \$20.00 hour for 2024-2025.

ARTICLE VIII - OTHER PROVISIONS

Section 1. Outside Activities: While the Data & Systems Coordinator shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the Superintendent, such activities do not impede the Data & System Coordinators ability to

perform the duties of the Data & Systems Coordinator position. However, the Data & Systems Coordinator may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.

IN WITNESS WHEREOF, I have subscribed

my signature this 8th day of May, 2024.

Kimberly Schauer

Data & Systems Coordinator

IN WITNESS WHEREOF, we have subscribed

our signatures this ____ day of _____, 2024.

School Board Chair

School Board Clerk

**Independent School District #424
Lester Prairie, MN 55354**

**ADMINISTRATOR'S CONTRACT
K-12 PRINCIPAL – MICHAEL LEE**

The School Board of Independent School District #424, Lester Prairie, Minnesota, enters into this agreement with MICHAEL LEE, a legally qualified and licensed administrator (evidence of valid certification/license as a principal shall be maintained during the life of the contract), who agrees to perform the duties of K-12 PRINCIPAL in the Lester Prairie Schools.

I. Salary

2024-25: \$108,000
2025-26: \$110,000
2026-27: \$112,000

II. Insurance

- a) Life insurance: The school district shall provide life insurance in the amount of \$150,000 for the K-12 Principal payable to the designated beneficiary under the terms of the life insurance carrier.
- b) Long Term Disability Insurance: The School District shall provide a long-term disability insurance plan for the K-12 Principal providing a benefit of 66 2/3 percent of the regular monthly compensation as under the terms of the carrier.
- c) Liability Insurance: The school district shall provide an errors and omissions liability insurance policy covering the K-12 Principal in the amount of the present policy.
- d) The school district will pay for full family dental coverage and will pay for full family health coverage of the principal and his dependents.
 - The School District will contribute \$300 per pay period into an HSA for a maximum of \$7200 per fiscal year.

III. Benefits

- a) Tax Sheltered Annuities: The K-12 Principal will be eligible to participate in a tax sheltered annuity plan as established pursuant of Section 403(b) of the Internal Revenue Codes, M.S. 123.35, Subd.12, and according to school district policy. The School Board shall contribute **\$4200** for 2024-25, **\$4500** for 2025-26, and **\$4,500** for 2026-27. This must be matched by the Principal.
- b) Professional dues: The Lester Prairie School District will pay in full the annual dues for the membership in the K-12 Principals Association and the annual Administrative License Fee.
- c) Reimbursement. The district shall pay the K-12 Principal at the rate currently approved by the school board for mileage incurred for driving to and from meetings or other school business.
- d) Professional meetings: The district shall allow on an annual basis the attendance of the K-12 Principal at the State Principal's Convention, or another pre-approved conference. The District will pay for registration fees, mileage costs, and other expenses, including accommodations, as necessary.
- e) Professional Development: The K-12 Principal will be allowed up to 3 days for

professional development. Upon written application, the Board shall consider allowing the Principal to attend a National Educational Convention once every three years. Upon approval of this application, the District agrees to contribute a maximum of \$1200 towards conference registration and reimbursement of travel related expenses (lodging, transportation, and meals).

IV. Leave

- a) Up to fifteen (15) days of sick/ESST leave will be granted during the term of the contract with the Superintendent's approval, with a maximum accumulation of 120 days.
- b) The K-12 Principal is not required to work on the following 13 holidays: Independence, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, and Juneteenth.
- c) The K-12 Principal shall have 25 days of annual paid vacation each contract year. Unused vacation days will not be carried over or accumulated. The K-12 Principal shall be entitled to payment of \$400 per day for up to 5 unused vacation days each year.

V. Duty Days

- a) The Principal's contract shall be for 251 days. The principal shall provide service for the 251 days each year, not including the last 5 business days of June and the first 4 business days of July, unless modified by mutual consent with the Superintendent.
- b) The principal serving a jury duty will receive the Administrator's regular pay from the District less per diem received for Jury Duty service.

IN WITNESS THEREOF I have subscribed my signature this 15 day of May, 2024.

Administrator 

IN WITNESS THEREOF we have subscribed our signatures this ___ day of _____, 20___.

Chairman

Clerk

SUPERINTENDENT CONTRACT

The School Board of Independent School District No. 424, Lester Prairie, Minnesota, enters into this agreement with **Melissa Radeke**, who agrees to perform the duties of Superintendent of Schools of the school district.

The School District and the Superintendent agree as follows:

I. Applicable Statute:

This agreement is entered into between the School District and the Superintendent in conformance with M.S. 123B.143, Subd. 1.

II. Licensure:

The Superintendent shall furnish and maintain throughout the life of this contract a valid and appropriate license to act as Superintendent in the state of Minnesota as provided by applicable state laws, rules, and regulations.

III. Duration, Expiration, Termination and Mutual Consent:

1. Duration:

This contract is for a term of three (3) years commencing July 1, 2022, and ending June 30, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and Superintendent, or unless terminated as provided herein.

2. Subsequent Contract:

- a. The School Board will take action to determine whether to offer the Superintendent a subsequent contract no later than ten (10) months prior to the expiration of this contract and shall give the Superintendent written notice of its action.
- b. Within ten (10) days thereafter, the Superintendent may request a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties. Upon receipt of such request, the School Board shall hold a meeting with the Superintendent, and the School Board shall not take action not to offer a subsequent contract until at least seven (7) days after such a meeting, which action of the School Board shall be final.

3. Expiration:

This contract shall expire at the end of the term specified in Section 1 hereof. At the conclusion of its term, neither party shall have any further claim against the

other, and the School District's employment of the Superintendent shall cease, unless a subsequent contract is entered into in accordance with M.S. 123B.143.

4. Termination During the Term:

The Superintendent employment may be terminated during the term of this contract only for cause as defined in M.S. 122A.40, Subds 9 or 13. Except for purposed of definition of cause, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposed to terminate the Superintendent during the contract term for cause as defined in M.S. 122A.40, Subds. 9 or 13, it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties subject to normal judicial review of arbitration decisions provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within the fifteen (15) day period, it shall be deemed acquiescence by the Superintendent to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

5. Mutual Consent:

This contract may be terminated at any time by the parties by mutual consent.

IV. Duties:

The Superintendent shall have charge of the administration of the school under the direction of the School Board. The Superintendent shall be the chief executive officer of the School Board; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the school district subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the School District, and in general perform all duties incident to the office of the Superintendent (to include performing the duties normally performed by the principal, to include discipline of students or other student or staff issues which arise, in the absence of the principal) and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules and procedures established by the School Board and the State Board of Education. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen meetings, serve as an ex-officio member of

all School Board committees and provide administrative recommendations on each item of business considered by each of these groups. It is an understanding that the Superintendent will work hours as close to a 7:30am – 4pm as possible.

V. Duty Year and Leaves:

1. Basic Work Year:

The Superintendent's duty year shall be for the entire year and consist of a two hundred fifty-five (255) day contract year as provided herein and the Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

2. Vacation:

The Superintendent shall earn 25 days of annual paid vacation each contract year. The Superintendent shall be entitled to payment for up to 5 unused vacation days each year. Unused vacation may accrue to a maximum of 30 days. Upon termination of employment, the Superintendent shall be entitled to payment for any unused days accrued and pursuant to the provisions of this paragraph.

3. Holidays:

The Superintendent shall be entitled to twelve (13) paid holidays each contract year as designated by the School Board. The holidays will be as follows: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, and Juneteenth.

4. Sick and ESST Leave:

The Superintendent shall earn paid sick and ESST leave at the rate fifteen (15) days per year. Sick and ESST leave may be accumulated to a maximum of 120 days. The Superintendent shall retain any sick and ESST leave already accumulated in the District. Upon termination of employment, the Superintendent shall be entitled to payment for half (50%) of the total unused sick and ESST days accrued and pursuant to the provisions of this paragraph.

5. Emergency Leave:

- a) The Superintendent may be granted paid emergency leave during the contract year at the discretion of the School Board.
- b) The Superintendent shall be granted up to five (5) days bereavement leave for a death within the Superintendent's family. Days utilized will not be deducted from sick leave.

6. Disability:

If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to 100 percent of the Superintendent's regular salary until the expiration of the waiting period for long term disability insurance.

7. Medical Leave:

- a) The Superintendent and School District agree to incorporate by reference and be bound by the provision of M.S. 122A.40, Subd. 12, relating to suspension and leave of absence for health reasons.
- b) If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to M.S. 122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence up to one (1) year in duration without pay. The School Board may, at its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Superintendent shall pay the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one (1) full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

VI. Health and Hospitalization and Dental:

The School District shall provide the Superintendent full family health and hospitalization insurance under the School District's plan and full family dental insurance at the expense of the district. The School District will contribute the maximum allowed family HSA contribution into an HSA, including the allowable catch-up contribution.

1. Life Insurance:

The School District shall provide a group term life insurance plan providing \$250,000 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District.

Upon retirement the School District shall maintain a term life insurance policy for the retired Superintendent of \$25,000 for eight (8) years.

2. Long Term Disability Insurance:

The School District shall provide, at the School District's expense, long term disability coverage for the Superintendent in the School District's group plan.

3. Liability Insurance:

The School District shall provide, at the School District's expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

4. Claims Against the School District:

The eligibility of the Superintendent, or the Superintendent dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VII. Other Benefits

1. Tax Sheltered Annuities:

a) The Superintendent will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123.35, Subd. 12, and School District policy.

b) The Board of Education shall contribute an annual amount of \$4,500 for 2022-23, \$5,000 for 2023-24 and \$5,500 for 2024-25 to the Superintendent tax sheltered annuity plan.

2. Automobile: The School District shall compensate the Superintendent for business use of the Superintendent's private automobile at the IRS rate pursuant to M.S. 471.665, Subd. 1. Subject to change at a regular School Board meeting.

3. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Superintendent attendance at professional conferences

and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall provide the School Board with access to a calendar of all meetings and conferences that the Superintendent will be attending and shall advise the School Board of all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

4. Professional Development: The Superintendent will be allowed up to 3 days during the term of the contract for professional development. Upon written application, the Board shall consider allowing the Superintendent to attend a National Educational Convention once every three years. Upon approval of the application, the District agrees to contribute a maximum of \$3,000 towards conference registration and reimbursement of travel-related expenses (lodging, transportation, and meals).

VIII. Salary

Annual Salary: The Superintendent shall be paid an annual salary of \$133,000 for 2022-23; \$136,000 for 2023-24; and \$139,000 for 2024-25 school year. The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in twenty-four (24) equal installments during the contract year.

IX. Other Provisions:

1. Outside Activities: While the Superintendent shall devote full-time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendent. The Superintendent shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.
2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.
3. Dues: The Superintendent is encouraged to belong to appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for organizations as are required, directed, or permitted, by the

School Board. The Superintendent shall present appropriate statements for approval as provided by law.

This contract shall be effective only upon signatures of the Superintendent and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action recorded in its minutes. ***If provisions of the Patient Protection and Affordable Care Act (PPACA) require contractual revisions, the parties mutually agree to reopen the contract to address those revisions.***

IN WITNESS WHEREOF, I have
subscribed my signature this 10th
Day of May, 2024
Melissa Radeke
Superintendent

IN WITNESS WHEREOF, I have
subscribed my signature this _____
Day of _____, 2024

Chair

Clerk

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 5/10/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024, enters into this agreement with **Wes Kapping** for the following extra curricular assignment:

Head Cross Country Coach BA-10 (10% @ \$50,178.00)

For this assignment you will be paid a total of \$ \$5,018.00. *In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director. At the end of the season and after inventory has been done any lost uniforms will be deducted from the amount above.

I hereby accept the assignment as indicated:

Wes Kapping
Coach's Signature

5-13-24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

*In those years when negotiations have not been completed, salary amounts and benefits will be adjusted to reflect changes governed by the Master Agreement, if any. The school board reserves the right to make any modifications or adjustments in these assignments during the school year.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 5/10/2024

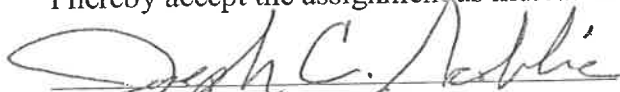
The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Joe Scoblic** for the following extra curricular assignment:

Head Football Coach BA-30 (10% @ \$68,019.00)

For this assignment you will be paid a total of \$6,802.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the activities Payroll Form has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:


Coach's Signature

May 14, 2024
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

*In those years when negotiations have not been completed, salary amounts and benefits will be adjusted to reflect changes governed by the Master Agreement, if any. The school board reserves the right to make any modifications or adjustments in these assignments during the school year.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 5/10/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Ross Scheevel** for the following extra curricular assignment:

Assistant Football Coach BA-4 (7% @ \$44,637.00)

For this assignment you will be paid a total of \$3,125.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the activities Payroll Form has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

5-13-24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE SIGNED AND RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

***In those years when negotiations have not been completed, salary amounts and benefits will be adjusted to reflect changes governed by the Master Agreement, if any. The school board reserves the right to make any modifications or adjustments in these assignments during the school year.**

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 5/10/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the 14 day of May, 2024, enters into this agreement with **Tyler Helland** for the following extra curricular assignment:

Additional Football Coach BA-10 (6% @ \$50,178.00) -

For this assignment you will be paid a total of \$3,011.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the activities Payroll Form has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:


Coach's Signature

5/14/2024
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

*In those years when negotiations have not been completed, salary amounts and benefits will be adjusted to reflect changes governed by the Master Agreement, if any. The school board reserves the right to make any modifications or adjustments in these assignments during the school year.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 5/10/2024

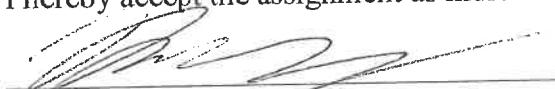
The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Brian Malady** for the following extra curricular assignment:

Jr High Football Coach BA-3 (5% @ \$43,713.00)

For this assignment you will be paid a total of \$2,186.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the activities Payroll Form has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:


Coach's Signature

5-14-24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE SIGNED AND RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 02/03/2023

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Julie Malady** for the following extra curricular assignment:

Football Cheerleading Coach BA-1 (3% @ \$41,866.00)

For this assignment you will be paid a total of \$1,256.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:

Julie Malady
Coach's Signature

5/13/24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE SIGNED AND RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

*In those years when negotiations have not been completed, salary amounts and benefits will be adjusted to reflect changes governed by the Master Agreement, if any. The school board reserves the right to make any modifications or adjustments in these assignments during the school year.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this

_____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 5/10/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Arlene Nowak** for the following extra curricular assignment:

_____ C Squad Volleyball Coach BA-1 (6 % @ \$41,866.00) _____

For this assignment you will be paid a total of \$2,512.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the activities Payroll Form has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:

Arlene Nowak
Coach's Signature

5/13/2024
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE SIGNED AND RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

*In those years when negotiations have not been completed, salary amounts and benefits will be adjusted to reflect changes governed by the Master Agreement, if any. The school board reserves the right to make any modifications or adjustments in these assignments during the school year.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 Hickory Street N.
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

NOTICE OF ASSIGNMENT (NON-CERTIFIED less than 35 weeks)
LESTER PRAIRIE ISD #424

TO: Annie Eastling

DATE: May 8, 2024

SUBJECT: NOTICE OF ASSIGNMENT

Notice of salary and assignment for the Summer/ School Year of 2023-2024/ 2024-2025

- 1) Your basic assignment for Summer/ School Year of 2023-2024/ 2024-2025:
Kid's Depot Student Worker with assigned duties.
- 2) Your regular work hours are from: Hours assigned per Community Ed Coordinator.
- 3) Your salary effective on or about 7/1/24 will be \$9.50 per hour.

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN DAYS.

Annie Eastling
Employee Signature

Board Signature

3/8/24
Date

Date

White – Employee File
Green – Employee Copy

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 Hickory Street N.
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

NOTICE OF ASSIGNMENT (NON-CERTIFIED less than 35 weeks)
LESTER PRAIRIE ISD #424

TO: Cory Schauer

DATE: May 8, 2024

SUBJECT: NOTICE OF ASSIGNMENT

Notice of salary and assignment for the Summer/ School Year of 2023-2024/ 2024-2025

1) Your basic assignment for Summer/ School Year of 2023-2024/ 2024-2025:

Kid's Depot Student Worker with assigned duties.

2) Your regular work hours are from: Hours assigned per Community Ed Coordinator.

3) Your salary effective on or about 5/29/24 will be \$9.50 per hour.

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN DAYS.

Cory Schauer
Employee Signature

Board Signature

5-13-24

Date

Date

White – Employee File
Green – Employee Copy

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 Hickory Street N.
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

NOTICE OF ASSIGNMENT (NON-CERTIFIED less than 35 weeks)
LESTER PRAIRIE ISD #424

TO: Ella Bebo

DATE: May 8, 2024

SUBJECT: NOTICE OF ASSIGNMENT

Notice of salary and assignment for the Summer/ School Year of 2023-2024/ 2024-2025

- 1) Your basic assignment for Summer/ School Year of 2023-2024/ 2024-2025:
Kid's Depot Student Worker with assigned duties.
- 2) Your regular work hours are from: Hours assigned per Community Ed Coordinator.
- 3) Your salary effective on or about 5/29/24 will be \$9.50 per hour.

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN DAYS.

Ella Bebo
Employee Signature

Board Signature

5/13/24
Date

Date

White – Employee File
Green – Employee Copy

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 Hickory Street N.
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

NOTICE OF ASSIGNMENT (NON-CERTIFIED less than 35 weeks)
LESTER PRAIRIE ISD #424

TO: Ayla Bebo

DATE: May 8, 2024

SUBJECT: NOTICE OF ASSIGNMENT

Notice of salary and assignment for the Summer/ School Year of 2023-2024/ 2024-2025

1) Your basic assignment for Summer/ School Year of 2023-2024/ 2024-2025:

Kid's Depot Student Worker with assigned duties.

2) Your regular work hours are from: Hours assigned per Community Ed Coordinator.

3) Your salary effective on or about 5/29/24 will be \$9.50 per hour.

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN DAYS.

Ayla Bebo
Employee Signature

Board Signature

5/13/24

Date

Date

White – Employee File
Green – Employee Copy

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 Hickory Street N.
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

NOTICE OF ASSIGNMENT (NON-CERTIFIED less than 35 weeks)
LESTER PRAIRIE ISD #424

TO: Amelia Meyer

DATE: May 8, 2024

SUBJECT: NOTICE OF ASSIGNMENT

Notice of salary and assignment for the Summer/ School Year of 2023-2024/ 2024-2025

- 1) Your basic assignment for Summer/ School Year of 2023-2024/ 2024-2025:
Kid's Depot Student Worker with assigned duties.
- 2) Your regular work hours are from: Hours assigned per Community Ed Coordinator.
- 3) Your salary effective on or about 7/1/24 will be \$9.50 per hour.

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN DAYS.

Amelia Meyer
Employee Signature

Board Signature

5-8-24
Date

Date

White – Employee File
Green – Employee Copy

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 5/10/2024

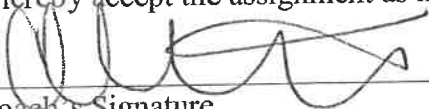
The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Christin LaMott** for the following extra curricular assignment:

B Squad Volleyball Coach BA-4 (7% @ \$44,637.00)

For this assignment you will be paid a total of \$3,125.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

5/15/24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE SIGNED AND RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

*In those years when negotiations have not been completed, salary amounts and benefits will be adjusted to reflect changes governed by the Master Agreement, if any. The school board reserves the right to make any modifications or adjustments in these assignments during the school year.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 5/10/2024

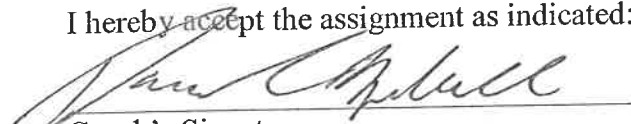
The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Derek Zebell** for the following extra curricular assignment:

Assistant Football Coach BA-17 (7% @ \$56,600.00) -

For this assignment you will be paid a total of \$3,962.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the activities Payroll Form has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:


Coach's Signature

5/12/24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

*In those years when negotiations have not been completed, salary amounts and benefits will be adjusted to reflect changes governed by the Master Agreement, if any. The school board reserves the right to make any modifications or adjustments in these assignments during the school year.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this

_____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 5/10/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Brian Herrmann** for the following extra curricular assignment:

Head Volleyball Coach BA-2 (10 % @ \$42,790.00)

For this assignment you will be paid a total of \$4,279.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:

Brian Herrmann
Coach's Signature

5/15/24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE SIGNED AND RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

*In those years when negotiations have not been completed, salary amounts and benefits will be adjusted to reflect changes governed by the Master Agreement, if any. The school board reserves the right to make any modifications or adjustments in these assignments during the school year.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this

_____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 Hickory Street N.
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

NOTICE OF ASSIGNMENT (NON-CERTIFIED less than 35 weeks)
LESTER PRAIRIE ISD #424

TO: Cael Heimerl

DATE: May 8, 2024

SUBJECT: NOTICE OF ASSIGNMENT

Notice of salary and assignment for the Summer/ School Year of 2023-2024/ 2024-2025

1) Your basic assignment for Summer/ School Year of 2023-2024/ 2024-2025:

Kid's Depot Student Worker with assigned duties.

2) Your regular work hours are from: Hours assigned per Community Ed Coordinator.

3) Your salary effective on or about 5/29/24 will be \$9.50 per hour.

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN DAYS.


Employee Signature

Board Signature


Date

Date

White – Employee File
Green – Employee Copy



Ross Scheevel <scheevel@lp.k12.mn.us>

Junior High Volleyball

4 messages

Ross Scheevel <scheevel@lp.k12.mn.us>
To: Shannon Alsleben <wishtoadopt@hotmail.com>

Tue, May 14, 2024 at 9:11 AM

Good Morning Shannon, I am reaching out to see if you are planning on coaching JH volleyball again this year. If you could let me know for planning purposes, that would be great.
Thank you and have a great rest of your day

Ross Scheevel
AD/DOS/CE
Lester Prairie Schools
320.510.0315
scheevel@lp.k12.mn.us

Shannon Alsleben <wishtoadopt@hotmail.com>
To: Ross Scheevel <scheevel@lp.k12.mn.us>

Tue, May 14, 2024 at 9:38 AM

I will decline at this time due to I am busy at my studio. I know Emma Blashack would be interested...
If you do not find someone and still need additional help then please let me know and I can see if I can make something work.

Thanks,
Shannon

Sent from my T-Mobile 5G Device
Get Outlook for Android

From: Ross Scheevel <scheevel@lp.k12.mn.us>
Sent: Tuesday, May 14, 2024 9:11:25 AM
To: Shannon Alsleben <wishtoadopt@hotmail.com>
Subject: Junior High Volleyball

[Quoted text hidden]

Ross Scheevel <scheevel@lp.k12.mn.us>
To: Shannon Alsleben <wishtoadopt@hotmail.com>

Tue, May 14, 2024 at 9:49 AM

Shannon, thank you for the response. I would also like to thank you for taking time to coach these past years. It has been greatly appreciated. If we end up needing some extra help this fall, I will be sure to reach out.
Thanks again and have a great rest of your day

Ross Scheevel
AD/DOS/CE
Lester Prairie Schools
320.510.0315
scheevel@lp.k12.mn.us

[Quoted text hidden]

Shannon Alsleben <wishtoadopt@hotmail.com>
To: Ross Scheevel <scheevel@lp.k12.mn.us>

Tue, May 14, 2024 at 9:59 AM

You are very welcome! You have a great day too!! 😊