

Regular School Board Meeting

Monday, March 17, 2025 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 the agenda.

IV. Recognition of Communications Since Last Meeting

V. Open Dialogue

VI. Approval of Consent Agenda

VI.A. **Action to Approve Previous Minutes** Regular Board Meeting: Feb. 10, 2025
Action to Approve Board Bills:
\$352,719.13

VII. Reports

VII.A. Dashir Report

VIII. New Business

VIII.A. Action to approve RESOLUTION ELIMINATING AND ESTABLISHING ADMINISTRATIVE BUSINESS POSITIONS.

VIII.B. Action to approve Center for Effective school Operations (CESO) Service Agreement.

VIII.C. Action to designate the Identified Official with Authority for ISD #424.

Designation of Identified Official with Authority (IOWA) for the MDE External User Access Recertification System

The MN Department of Education (MDE) requires that school districts annually designate an Identified Official with Authority to comply with the MHIT Enterprise Identity and Access Management Standard which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will assign job duties and authorize external user's access to MDE secure systems for their local education agency (LEA).

The Board recommends to authorize Superintendent Melissa Radeke to act as the Identified Official with Authority (IOWA) for Lester Prairie Public School District 0424-01.

VIII.D. Action to approve HMH "Into Math"
3-Year Proposal.

IX. Old Business

X. School Finance

X.A. Action to approve the revised budget
for the 2024-25 school year.

X.B. Action to approve the following
fundraisers:

- A. **Baseball** - Longhorns and Clean
the Ditch

XI. Policy Administration

XI.A. Action to approve the following
policies:

- B. **516 Student Medication** - add
telehealth and legislative updates
- C. **526 Hazing Prohibition** - add page #s
- D. **533 Wellness** - updates per statute
and food service review
- E. **601 School District Curr &
Instruction Goals** - replace World's
Best Work Force with Comprehensive
Achievement and Civic Readiness,
statute definitions, Literacy and
Read Act Language
- F. **610 Field Trips** - no changes
- G. **704 Development/Maintenance of
Inventory of Fixed Assets and a Fixed
Asset Accounting System** - update
legal references
- H. **709 Student Transportation Safety** -
add Active Transportation Safety
Training; add consequences
- I. **903 Visitors to School District
Buildings** - update legal references
- J. **410 Family & Medical Leave Policy** -
no changes
- K. **413 Harassment and Violence** - no
changes
- L. **413 Form** - no changes
- M. **414 Mandated Reporting of Child
Neglect or Physical or Sexual Abuse** -
no changes
- N. **415 Mandated Reporting of
Maltreatment of Vulnerable Adults** -
no changes
- O. **470 Employee Use of Social Media** - no
changes
- P. **506 Student Discipline** - no changes
- Q. **514 Bullying Prohibition Policy** - no
changes
- R. **522 Student Sex Nondiscrimination** -
revert to 2020 version as per Federal

Law

- S. **522 Form** - no changes
- T. **524 Internet Acceptable Use, Safety, and Data Privacy Policy** - rename policy to include cell phone, reorganize some sections
- U. **524 Form** - no changes
- V. **616 School District System Accountability** - Comprehensive Achievement and Civic Readiness legislation
- W. **806 Crisis Management Policy** - no changes

XI.B. Action to rescind policy **709.1 Bus Accident Safety Policy and Protocol**

XI.C. First reading discussion on policy **621 Literacy and the Read Act.**

XI.D. First reading discussion on policy **423 Employee-Student Relationships.**

XII. **Personnel**

XII.A. Action to approve the following contracts:

- X. **Brandon Kutz** - JV Baseball Coach
- Y. **Emma Blashack** - JV Softball Coach
- Z. **Angela Christen** - Assistant Varsity Softball Coach
- AA. **Sean Tritabaugh** - Trapshooting Coach
- BB. **Arlyn DeBruyckere** - Assistant Trapshooting Coach
- CC. **Brian Herrmann** - Assistant Varsity Baseball Coach

XII.B. Action to approve resignation of Mike Bjork as secondary science teacher effective June 30, 2025

XII.C. Action to approve resignation of Joe Scoblic as Head Football Coach.

XII.D. Action to approve the long-term sub contract for Jodi Sanken from March 10, 2025 to April 17, 2025 with the option of finishing out the school year.

XIII. **Other Items for the Board**

XIV. **Adjourn the Regular Board Meeting**



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, March 17, 2025

LOCATION: Media Center and
Mystic Lake Hotel Business Center
2400 Mystic Lake Blvd, Prior Lake, MN 55372

TIME: 5:45 PM

I. Call to Order

- A. Board Chair Christen 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: Feb. 10, 2025
- B. **Approve Bills** - Bills reviewed by R.Heimerl and Anderson
 - o Board Bills: \$352,719.13

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 - Dr. Melissa Radeke**

VII. School Board Committee Reports

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

VIII. New Business

- A. Action to approve RESOLUTION ELIMINATING AND ESTABLISHING ADMINISTRATIVE BUSINESS POSITIONS.

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

Voting was _____ for and _____ against

- B. Action to approve Center for Effective school Operations (CESO) Service Agreement.

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

Voting was _____ for and _____ against

- C. Action to designate the Identified Official with Authority for ISD #424.

Designation of Identified Official with Authority (IOwA) for the MDE External User Access Recertification System

The MN Department of Education (MDE) requires that school districts annually designate an Identified Official with Authority to comply with the MHIT Enterprise Identity and Access Management Standard which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will assign job duties and authorize external user's access to MDE secure systems for their local education agency (LEA).

The Board recommends to authorize Superintendent Melissa Radeke to act as the Identified Official with Authority (IOwA) for Lester Prairie Public School District 0424-01.

Motion by _____ and seconded by _____ to designate Superintendent Melissa Radeke to act as the Identified Official with Authority (IOwA) for Lester Prairie Public School District 0424-01.

Voting was _____ for and _____ against.

D. Action to approve HMH "Into Math" 3-Year Proposal.

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

Voting was _____ for and _____ against

IX. Old Business

A. None

X. School Finance

A. Action to approve the revised budget for the 2024-25 school year.

Motion by _____ and seconded by _____ to approve 2024-25 revised budget as presented.

Voting was _____ for and _____ against

B. Action to approve the following fundraisers:

- o **Baseball** - Longhorns and Clean the Ditch

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

Voting was _____ for and _____ against

XI. Policy Administration

A. Action to approve the following policies:

- o **516 Student Medication** - add telehealth and legislative updates
- o **526 Hazing Prohibition** - add page #s
- o **533 Wellness** - updates per statute and food service review
- o **601 School District Curr & Instruction Goals** - replace World's Best Work Force with Comprehensive Achievement and Civic Readiness, statute definitions, Literacy and Read Act Language
- o **610 Field Trips** - no changes
- o **704 Development/Maintenance of Inventory of Fixed Assets and a Fixed Asset Accounting System** - update legal references
- o **709 Student Transportation Safety** - add Active Transportation Safety Training; add consequences
- o **903 Visitors to School District Buildings** - update legal references
- o **410 Family & Medical Leave Policy** - no changes
- o **413 Harassment and Violence** - no changes

- **413 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
- **470 Employee Use of Social Media** - no changes
- **506 Student Discipline** - no changes
- **514 Bullying Prohibition Policy** - no changes
- **522 Student Sex Nondiscrimination** - revert to 2020 version as per Federal Law
- **522 Form** - no changes
- **524 Internet Acceptable Use, Safety, and Data Privacy Policy** - rename policy to include cell phone, reorganize some sections
- **524 Form** - no changes
- **616 School District System Accountability** - Comprehensive Achievement and Civic Readiness legislation
- **806 Crisis Management Policy** - no changes

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

Voting was _____ for and _____ against

B. Action to rescind policy 709.1 Bus Accident Safety Policy and Protocol

Motion by _____ and seconded by _____ to rescind Policy 709.1 as presented.

C. First reading discussion on policy 621 Literacy and the Read Act.

D. First reading discussion on policy 423 Employee-Student Relationships.

XII. Personnel

A. Action to approve the following contracts:

- **Brandon Kutz** - JV Baseball Coach
- **Emma Blashack** - JV Softball Coach
- **Angela Christen** - Assistant Varsity Softball Coach
- **Sean Tritabaugh** - Trapshooting Coach
- **Arlyn DeBruyckere** - Assistant Trapshooting Coach
- **Brian Herrmann** - Assistant Varsity Baseball Coach

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

Voting was _____ for and _____ against

B. Action to approve resignation of Mike Bjork as secondary science teacher effective June 30, 2025.

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

Voting was _____ for and _____ against

C. Action to approve resignation of Joe Scoblic as Head Football Coach.

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

Voting was _____ for and _____ against

D. Action to approve the long-term sub contract for Jodi Sanken from March 10, 2025 to April 17, 2025 with the option of finishing out the school year.

Motion by _____ and seconded by _____ to approve contracts 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. TUESDAY April 15: Regular School Board Mtg 5:45pm
- B. April 17: K-6 Early Dismissal
- C. April 18-21: Spring Break - no school

REGULAR MEETING of the SCHOOL BOARD of EDUCATION
Lester Prairie Public Schools
Monday, February 10, 2025 5:45pm
Lester Prairie School Media Center

Roll call was taken and the following board members were present: Keith Christen, Jeff Engen, Brian Heimerl, Rebecca Heimerl, Dan LaMott and Candice Anderson. Administration present: Dr. Melissa Radeke, Mike Lee, Ross Scheevel, and Cheryl Bayerl **Guests:** Rachel Raduenz, Arlene Nowak and Austin Neaton from Herald Journal.

Call to order

- Welcome to the public and guests
- **Pledge of Allegiance** - Led by board member Jeff Engen

Agenda

- Motion by B. Heimerl 2nd by R. Heimerl to approve the Agenda as presented and or modified
 - **Vote: 6 for, 0 against.**

Recognition of Communications since Last Meeting:

- Communication - none
- Open dialogue - none

Minutes and Bills

- Motion by R. Heimerl and 2nd by B. Heimerl to approve the meeting minutes of the Regular Board meeting on January 6, 2025 and pay the bills (reviewed by R. Heimerl and B. Heimerl) in the amount of:
 - o Board Bills: \$74,648.48
 - **Vote: 6 for, 0 against.**

Administrative Reports

Mr. Lee K-12 Principal Report: - highlights

- SnoFest Week - Royalty crowned Monday. King Carter Matthews, Queen Morgan Feltmann, Prince Mikey Schauer, Princess Sadie Hoover. Tuesday - Ice Cream treat (Result from donating 250 quality toys for the local communities during the holidays), Wednesday - Activity day (Choices- Skiing at Powder Ridge, Skymax in Maple Grove, Top Golf in Brooklyn Center or bowling at Hollywood Sports Complex, Thursday - traditional Dodgeball tournament vs grades, Friday - no school
- Attending the NC principal meeting 2-11-2025 at ACGC High School
- Professional Development Day 2-14-2025. 2 sessions on Culturally Responsive Classroom, 6th session of LETRS training

- Parent/Teacher conferences on Thursday February 20 and Monday, February 24
- PTO Read-a-thon scheduled for February 28
- Kindergarten registration coming up March 6
- Sadie Dance 2-8-2025. 52 participants all had a good time
- Finished 2B Continued for all 9th and 10th grade in January. Next year will be only 9th grade
- Second round of STAR and Fastbridge testing completed - results will be shared with parents at conferences
- ACCESS/WIDA testing currently being completed for students who qualify for ELL
- Arlene Nowak, HS Social Studies, she is working with 10th graders on a careers unit bringing in a variety of speakers to discuss different careers, her Govt class has been working on mock trials, mock congress and mock elections learning how those areas work, also works with media design and communications running the media boards in commons, parking lot and video board in the gym, class will be going to Fox 9 studio for a tour and will be in live audience for The Jason Show at 10am.
- Rachel Raduenz, HS Social Studies, her Govt class will be having a speaker from McLeod County Courts to experience the judicial process, Working with Digital Citizenship with fun and energetic 7th graders, Work study currently working on job interviews, applications and customer service skills - learning the job process, Sociology class working on New Social Studies Standards, working on cultures unit where students teach the rest of the class about different cultures, 10-12 Personal finance working on debts, savings, insurance and will be working with the stock market.

Ross Scheevel AD/DoS - highlights

- Title IX clarity still coming from MSHSL
- Still waiting to see where section placement ends up for next year
- Austin Walstrom advanced through sub district 17 to Region 5A for Triple A award
- HUDL camera running without issues - looking into better audio options
- Addi Hoof broke all time scoring record and will likely hit 3,000 pts at next game
- One Act Play placed 4th at sub-sections - new students are trying to build the program back up
- Future Hoopsters/autograph night was a success
- Spring activities registration is now open - there will not be a JH softball team this year due to lack of numbers

Dr. Melissa Radeke Superintendent Report: - highlights

- Enrollment - 432 Students, down 1 from last month with 4 expected to return in March.
- Cell Phone policy - 2024 Legislation required school districts adopt a policy by March 15, 2025. We have already adopted language in Policy 524 that covers the issue.
- 2 policies for a 1st reading for March Board Meeting
 - Policy 621 Literacy and the Read Act
 - Policy 423 Employee-Student Relationships
- Life Vac donation for LP Fire Department
 - Device to prevent choking

School Board Committee Reports

- Community Ed. - none
- PTO - Read-a-thon in March
- Facilities/Maintenance- none
- Facility Planning - none
- Tech/Media - meeting 2-11-2025
- Activities Committee - none
- Negotiations - none
- Meet and Confer - meeting couple weeks ago with another this month
- Policy - 2 policy 1st readings for March meeting
- Legislative - none
- City - none

New Business

- Motion by B. Heimerl and 2nd by R. Heimerl to approve the 2025-26 School Calendar establishing 171.5 student days and 181 teacher duty days.

Vote: 6 for, 0 against

- Motion by R. Heimerl and 2nd by B. Heimerl to approve the Membership Agreement with SWWC Cooperative for the 2025-26 school year.

Vote: 6 for, 0 against

Old Business

- None

School Finance

- Motion by B. Heimerl and 2nd by LaMott to approve the fundraisers for Track and Field: SnapRaise and 1st Place Sportswear Apparel
Cheer: Blanket fundraiser

Vote: 6 for, 0 against

- Motion by R. Heimerl and 2nd by B. Heimerl to approve long-term sub rate at \$185 per day

Vote: 6 for, 0 against

Policy Administration

- None

Personnel

- Motion by R. Heimerl and 2nd by B. Heimerl to approve contracts for Wes Kapping- Head Track Coach and Mark Thiry - Assistant Track coach.

Vote: 6 for, 0 against

- Motion by R. Heimerl and 2nd by B. Heimerl to approve lane change request for Mary Wenisch from step 2 BA+20 to step 2 BA+30.

Vote: 6 for, 0 against

- Motion by B. Heimerl and 2nd by LaMott to approve resignation of paraprofessional position for Emily Cole effective February 6, 2025.

Vote: 6 for, 0 against

Other Items for the Board

- None

Meeting was adjourned at 6:07 PM

Jeff Engen, Clerk ISD #424

Lester Prairie Public Schools
Payment Reg by Bank and Check

Student
Activity

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Date	Amount
100		42312	54197	Check	1	00170	4.0 Bus Service		Yes	No	No	No	03/17/2025	42,003.95
100		42327	54198	Check	1	1245	Amazon		Yes	No	No	No	03/17/2025	528.87
100		42345	54199	Check	1	3226	Ampion PBC C/o Department 850		Yes	No	No	No	03/17/2025	12.75
100		42353	54200	Check	1	3560	Andy Ruwersma		Yes	No	No	No	03/17/2025	30.00
100		42352	54201	Check	1	3559	Anthony Suess		Yes	No	No	No	03/17/2025	20.00
100		42350	54202	Check	1	3323	Bahr, Devin		Yes	No	No	No	03/17/2025	20.00
100		42329	54203	Check	1	2185	Bernick's		Yes	No	No	No	03/17/2025	1,357.95
100		42314	54204	Check	1	00343	Big Don's Cathedral		Yes	No	No	No	03/17/2025	160.80
100		42326	54205	Check	1	03967	CenterPoint Energy		Yes	No	No	No	03/17/2025	619.61
100		42341	54206	Check	1	3130	Christen, Kalley		Yes	No	No	No	03/17/2025	30.00
100		42338	54207	Check	1	2654	Cintas		Yes	No	No	No	03/17/2025	122.43
100		42311	54208	Check	1	00061	CITY OF LESTER PRAIRIE		Yes	No	No	No	03/17/2025	942.15
100		42336	54209	Check	1	2624	Dalco/ Imperial Dade		Yes	No	No	No	03/17/2025	1,598.13
100		42351	54210	Check	1	3384	East Side Jersey Dairy		Yes	No	No	No	03/17/2025	2,121.13
100		42319	54211	Check	1	00707	EDUCATION MINNESOTA		Yes	No	No	No	03/17/2025	2,962.41
100		42322	54212	Check	1	01469	Educators Benefit Consultants		Yes	No	No	No	03/17/2025	68.20
100		42331	54213	Check	1	2386	Elling, Kelly		Yes	No	No	No	03/17/2025	165.00
100		42335	54214	Check	1	2602	Eric's Auto		Yes	No	No	No	03/17/2025	225.84
100		42346	54215	Check	1	3253	Game One		Yes	No	No	No	03/17/2025	483.19
100		42343	54216	Check	1	3191	Gatlin-Coellner, LaDamien		Yes	No	No	No	03/17/2025	50.00
100		42333	54217	Check	1	2483	Greater MN Communications		Yes	No	No	No	03/17/2025	493.05
100		42315	54218	Check	1	00358	GUARDIAN PEST SOLUTIONS INC		Yes	No	No	No	03/17/2025	82.45
100		42348	54219	Check	1	3301	Heimerl, Kira		Yes	No	No	No	03/17/2025	20.00
100		42321	54220	Check	1	01306	Herald Journal Publishing		Yes	No	No	No	03/17/2025	1,054.50
100		42344	54221	Check	1	3193	Herrmann, Caiden		Yes	No	No	No	03/17/2025	50.00
100		42324	54222	Check	1	03714	IDE, GERALD		Yes	No	No	No	03/17/2025	70.00
100		42332	54223	Check	1	2466	Innovative Graphics		Yes	No	No	No	03/17/2025	1,200.00
100		42334	54224	Check	1	2484	Jostens		Yes	No	No	No	03/17/2025	290.55
100		42354	54225	Check	1	3561	Krissa Latzig		Yes	No	No	No	03/17/2025	20.00
100		42342	54226	Check	1	3131	Lee, Anah		Yes	No	No	No	03/17/2025	30.00
100		42339	54227	Check	1	2888	LESTER PRAIRIE PTO		Yes	No	No	No	03/17/2025	308.16
100		42355	54228	Check	1	3562	McLeod County Chronicle		Yes	No	No	No	03/17/2025	69.00
100		42316	54229	Check	1	00367	MN SCHOOL EMPLOYEES ASSOC		Yes	No	No	No	03/17/2025	594.70
100		42323	54230	Check	1	03390	PAN-O-GOLD BAKING CO		Yes	No	No	No	03/17/2025	419.00
100		42349	54231	Check	1	3315	Pink's Hardware Store		Yes	No	No	No	03/17/2025	95.92
100		42318	54232	Check	1	00690	Radtke, Bill		Yes	No	No	No	03/17/2025	70.00
100		42337	54233	Check	1	2632	Rambow Inc		Yes	No	No	No	03/17/2025	262.84
100		42325	54234	Check	1	03920	RIDGEWATER COLLEGE		Yes	No	No	No	03/17/2025	40,480.00

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		42313	54235	Check	1 00272		SW/WC SERVICE COOPERATIVES		Yes	No	No	03/17/2025	87,117.42
100		42330	54236	Check	1 2239		Sysco Western Minnesota		Yes	No	No	03/17/2025	14,017.59
100		42356	54237	Check	1 3563		Team Bottles		Yes	No	No	03/17/2025	818.36
100		42347	54238	Check	1 3261		UHL		Yes	No	No	03/17/2025	149,695.00
100		42328	54239	Check	1 2055		Unhinged Pizza		Yes	No	No	03/17/2025	787.92
100		42320	54240	Check	1 01150		Verified Credentials		Yes	No	No	03/17/2025	38.75
100		42340	54241	Check	1 2921		Walstrom, Austin		Yes	No	No	03/17/2025	30.00
100		42317	54242	Check	1 00524		Waste Management-TC West		Yes	No	No	03/17/2025	1,081.51

Bank Total:

Report Total:

Dashir Management Services, Inc.

www.dashirmanagement.com

Lester Prairie School District

March 2025

Custodial / Maintenance Report

Personnel Information

We are currently fully staffed.

Training Conducted

The OSHA required safety training on Lockout/Tagout: Energy Release and Slips, Trips, and Falls was completed on February 26, 2025.

Inspections

- Custodial audits took place throughout the district and results were shared with each individual custodian audited.
- Playground inspection was completed.

Progress on Projects

- Cleaned strainers for boiler pipes in the tunnel on the high school side.
- New gauges were installed on the boiler pumps.
- Kayla Speidel from SWWC conducted the yearly Mock OSHA walkthrough of the building.
- Town and Country Glass completed all the high school side windows and one of the entryways. They will be finishing the other windows during spring break.
- Ordering filters for rooftop units and air handlers, will be changing filters in early April.

Comments

Basketball season is coming to an end and spring sports will be starting soon. I am working on putting together a list of possible summer projects to review.

Respectfully Submitted,
Lisa Hins
Facility Manager

Member _____ moved the adoption of the following:

**RESOLUTION ELIMINATING AND ESTABLISHING ADMINISTRATIVE
BUSINESS POSITIONS**

WHEREAS, the effective, efficient, and accurate management of the District’s finances is especially critical in these uncertain economic times, in which the threat of losing federal funding and continuation of inadequate state funding looms large;

WHEREAS, the District currently employs a Business Manager and Data and Systems Coordinator;

WHEREAS, the School Board has concluded that the Business Manager and Data and Systems Coordinator positions are unnecessary because some of the duties assigned to each position can be redistributed to existing positions and other duties could be performed by a Business Office Liaison and outside contractor;

WHEREAS, the proposed outside contractor, the Center for Effective School Operations, LLC (“CESO”), offers professional experience, expertise, and oversight that the District would otherwise be unable to access;

WHEREAS, in addition to eliminating the direct costs of two positions by replacing them with one, restructuring these positions and working with CESO will reduce the District’s expenditures on additional outside financial supports and consultants; and

WHEREAS, the School Board has the right to determine its budget, to modify its organizational structure to maximize efficiency, and to select and direct personnel;

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 484, Lester Prairie Schools, as follows:

1. Beginning July 1, 2025, the positions of Business Manager and Data and Systems Coordinator will be eliminated.
2. The individuals currently serving as Business Manager and Data and Systems Coordinator under at-will assignments shall continue in their respective roles through June 30, 2025, the end of their respective contracts. As of July 1, 2025, the contracts for Business Manager and Data and Systems Coordinator will terminate and will not continue or renew.

3. The School Board hereby establishes the position of Business Official Liaison, with job duties as described in the attached Exhibit A.
4. The Board will separately consider an agreement for financial management services with the Center for Effective School Operations, LLC.
5. The Superintendent is directed to notify the current Business Manager and Data and Systems Coordinator of the termination and non-renewal of their contracts by providing them a copy of this approved Resolution.
6. The Superintendent is further directed to arrange for the posting and hiring of a Business Official Liaison.

Member _____ seconded the motion to adopt this Resolution, and the following Board Members voted in favor of the Resolution:

And the following voted against the Resolution:

Based on the vote, this Resolution was declared duly passed and adopted.



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/

Job Title: Business Liaison

Reports To: Superintendent

FLSA Status: Salaried/Exempt

Union: None – Supervisor & Confidential Employee

Salary Range: \$50,000-\$55,000

SUMMARY:

Finance job responsibilities including, but not limited to, accounts payable, accounts receivable, budget, and MARSS. Maintains communication between District 424, SWWC Region IV staff, CESO staff, and local, state, and federal government agencies.

Supervisor for the Kids Depot child care program and personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- 1) Finance Job Responsibilities
 - a) Notifies CESO staff of all local deadlines for reporting or generating board checks
 - b) Organizes all invoices before forwarding to CESO staff for processing
 - c) Verifies all invoices against billing statements, records the UFAARS code or description on all invoices requiring payment to allow CESO staff to code correctly, and forwards all bills and invoices to CESO staff for payment processing.
 - d) Accurately details all deposits using a receipt attached to the bank deposit slip, makes deposits to the bank on a timely basis, and provides electronic access of bank statements to CESO staff
 - e) Assists in overseeing district long-term and short-term debt
 - f) Maintains all accounts payable/vendor files
 - g) Maintains all original invoices, billing statements, deposits, financial statements, state and federal applications, audit reports, construction project documents, and any other required record keeping.
 - h) Assists with district's fixed assets maintenance and provides documentation to CESO staff for recording in finance software.
 - i) Provide information to CESO staff needed to complete the budget worksheet
 - j) Assist CESO staff in gathering information for the annual audit
 - k) Has knowledge of UFARS coding, changes, and required file submissions
 - l) Completes all state/federal applications and reporting
 - m) Notify CESO staff of all checks returned because of insufficient funds, bank overdraft fees, correspondence, and /or penalty notices from outside agencies
 - n) Notify CESO staff of all new hires, changes in staffing needs, changes in employee assignments so the UFARS coding can be updated and correct in the budget
 - o) Email, fax, or mail all correspondence needing CESO staff attention
- 2) MARSS/Ed-Fi Student Information System Management including but not limited to:

- a) Responsible for district Ed-Fi compliance to the state
 - b) Submit data reports to Minnesota Department of Education (MDE)
 - c) Ensure the integrity and security of data to comply with district, state, and federal policies, rules, and regulations including FERPA
- 3) Manage office documents, reports, retention records, and confidential records including but not limited to:
 - a) Develop and maintain census information for state reporting
 - b) Manage Retention Records Schedule
 - c) Oversee Health Office and immunization state report
 - 4) Kids Depot Supervisor
 - a) Hire/train/onboard, supervise, manage, and schedule Kids Depot personnel
 - b) Maintain budget, financial paperwork, and billing
 - 5) Community Education
 - a) Provide support to the Community Ed Coordinator and serve on Community Ed Committee
 - 6) Perform other duties as assigned

KNOWLEDGE, SKILLS, AND ABILITIES:

- 1) Ability to operate a computer and related software
- 2) Ability to write, read, communicate, exercise independent judgement and perform arithmetic calculations at the level necessary for satisfactory job performance
- 3) Ability to understand and carry out detailed written, oral, and technical instructions
- 4) Ability to handle a multitude of responsibilities with minimal supervision
- 5) Ability to interact positively and demonstrate enthusiasm and commitment toward the job and mission of the school district

EDUCATION AND EXPERIENCE:

Three years of experience in a school system preferred

WORKING CONDITIONS:

- 1) Work may require long hours including early morning, evening, and weekend activities.
- 2) The employee must be able to meet deadlines with severe time constraints.
- 3) This is sedentary work requiring the exertion of up to 35 pounds of force occasionally, and/or negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects; work requires stooping, reaching, standing, walking, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information through normal spoken word; visual acuity is required for preparing and analyzing written or computer data, inspections involving small defects and/or small parts, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities.

TERMS OF EMPLOYMENT:

- 1) 260-day contract
- 2) Health, Dental, Life and LTD Insurance; matching 403B; personal and sick leave; and some paid holidays.

CESO LLC Service Agreement

This Service Agreement (the "Agreement"), effective as of April 1, 2025 (the "Effective Date"), is entered into between Lester Prairie Independent School District (the "Client"), an organization with offices at 131 Hickory Street North, Lester Prairie, MN 55354, and the Center for Effective School Operations LLC ("CESO"), a Minnesota corporation with offices at 615 1st Ave NE, Suite 115, Minneapolis, MN 55413.

WHEREAS, Client desires to procure from CESO and CESO desires to provide Client the operational services and products described in EXHIBIT B (the "Proposal") titled Financial Management Services on the terms and conditions specified in EXHIBIT A (Terms and Conditions), and

WHEREAS, Client and CESO have engaged in discussions and due diligence that have culminated in the formation of the contractual relationship described in the Proposal, the authorized representatives hereby bind the Client and CESO by signing below in acknowledgment and agreement of the Terms and Conditions and the Proposal.

Invoicing Details

- Fixed
 Hourly
 Installment
 Fixed + Hourly
 Travel Included in Payment Terms
 Travel NOT included and will be billed separately

Payment Details:
 Phase 1 (April-June, 2025) \$29,700. Billed in equal installments of \$9,900 per month beginning April 2025.

Phase 2 begins July 1, 2025. \$125,000 annual cost, billed in equal monthly installments beginning July 2025 through June 2027. Time will be reconciled every 6 months. Agreed upon hours above 390 over six months billed at \$165 per hour.

**CESO can accept payment via check or ACH/Direct Deposit*

Contract Start Date April 1, 2025 **Contract End Date** June 30, 2027

Invoice Contact Name Dr. Melissa Radeke **Title** Superintendent

Invoice Email Address radeke@lp.k12.mn.us

Dr. Melissa Radeke
 Superintendent
 Lester Prairie Independent School District
 131 Hickory Street North
 Lester Prairie, MN 55354

Dr. Robert McDowell
 Senior Vice President
 Center for Effective School Operations
 615 1st Ave NE, Suite 115
 Minneapolis, MN 55413

Signature *Date*

Signature *Date*

EXHIBIT A Terms and Conditions

The following conditions are made as part of CESO, LLC (“CESO”) Proposal (EXHIBIT B). The term “Client” refers to the organization for which CESO is providing services. To the extent that the Proposal conflicts with the terms delineated in these conditions, the terms in these conditions shall control. Client and CESO acknowledge and understand that each shall remain obligated to the other for the performance of the respective obligations stated herein.

1. Provision of Services. CESO agrees to provide Client the operations services and products purchased as outlined in a signed Agreement with the care and skill ordinarily exercised by reputable members of the profession practicing under similar conditions. CESO reserves the right to amend its service offerings and to add, remove, modify, or suspend the terms and conditions of such services at any time and to determine whether any such changes apply to both existing and future clients. Any Services provided outside the scope of or as changes to a signed Agreement as requested by the Client shall be the subject of a revised Agreement to be signed by both Parties.

2. Fees and Payment Terms. Client shall compensate CESO for provision of Services in accordance with the terms detailed in the applicable Service Agreement. All payments shall be made in United States dollars within thirty (30) days of the applicable invoice date. Payment of invoices shall be completed by check, bank transfer, or direct debit. Any other method of payment must receive prior agreement from CESO. Client agrees to promptly inform CESO of any changes or updates to their account information and/or bank account ACH transfer information on record. Any amount being disputed in good faith shall require written notice to finance@theceso.com specifying the nature of the dispute within forty-five (45) days of invoice issuance date, otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge. Client agrees to pay all undisputed amounts as provided above. Any amounts not paid when due shall accrue a fee of 18% annually, compounded monthly. If any amount owing by Client under this Agreement for Services is thirty (30) or more days overdue, CESO may, without limiting CESO’s other rights and remedies, accelerate Client’s unpaid Fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend provision of Services to Client until such amounts are paid in full. CESO will provide Client a minimum of at least fourteen (14) days prior notice that its account is overdue before suspending the Services. Unless otherwise stated, the Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, “Taxes”). Client is responsible for paying all Taxes associated with its purchases pursuant to this Agreement. If CESO has the legal obligation to pay or collect Taxes for which Client is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Client, unless Client provides CESO with a valid tax exemption certificate authorized.

3. Client Responsibilities. Client agrees to provide truthful and accurate information. If Client provides any information that is untrue, inaccurate, incomplete, or not current - or CESO has reasonable grounds to suspect that such information is untrue, inaccurate, incomplete, or not current - CESO has the right to suspend or terminate Client account and to refuse any and all current or future use of the Services. Client agrees that it shall respond to requests for information made by CESO within a reasonable timeframe as determined by both Parties. If Client is unresponsive to CESO during the term of Services, CESO will send written notice to Client outlining the failed response instances and the information requested. Client will then have ten (10) days to respond to the notice and provide CESO with the requested information. If Client fails to respond to the notice, CESO will submit the Client an invoice for Services provided by CESO for work completed up to and including the point of Client’s unresponsive

conduct, at which point, the Client's Services will be placed on hold until a response is received. Client agrees to provide CESO access to staff and facilities as needed to complete the Agreement in an economical, timely, and safe manner.

4. Confidentiality and Non-Disclosure. In connection with an Agreement, either Party may have access to the other Party's non-public information that is marked or otherwise specifically identified as confidential or which, by its contents and underlying circumstances, a reasonable person would consider proprietary or confidential ("Confidential Information"). Confidential Information includes the terms of any Agreement, memorandum of understanding, or similar written agreement all information that may be disclosed (whether identified as such or not) to Receiving Party pertaining but not limited to the identities, locations, and requirements, of the Disclosing Party's customers or employees, and may include, among other things, licenses, agreements, permits, specifications, designs, business plans, schematics, drawings, passwords and computer access information, software, data, prototypes, or other finance, business, marketing and/or technical information. The Party whose Confidential Information is accessed by the other Party is referred to as the "Disclosing Party," and the Party that has access to the Disclosing Party's Confidential Information is referred to as the "Receiving Party".

The Receiving Party shall:

- (a) Secure and hold the Confidential Information in confidence, exercising a degree of care not less than the care used by the Receiving Party to protect its own proprietary or Confidential Information that it does not wish to disclose (but in no event shall such care be less than that which is commercially reasonable), and specifically, the Receiving Party shall maintain and secure any Confidential Information in electronic data format using security measures that meet or exceed the security measures used to protect their own electronically stored Confidential Information;
- (b) Restrict disclosure of the Confidential Information solely to those of its employees to whom further disclosure is necessary for Receiving Party to perform its obligations under this Agreement, and not disclose the Confidential Information to any other person or entity without the prior written consent of the Disclosing Party (which consent shall not be unreasonably withheld);
- (c) Secure the agreement of employees receiving Confidential Information to keep such information confidential in accordance herewith;
- (d) Use the Confidential Information only in connection with the performance of this Agreement, except as the Disclosing Party may otherwise agree in writing;
- (e) Segregate all such Confidential Information from the confidential materials and information of Receiving Party or others to prevent commingling; and
- (f) Notify the Disclosing Party immediately upon discovery of any actual or reasonably suspected compromise, unauthorized use, or disclosure of Confidential Information, or any other breach of this Section, and cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent any further compromise, unauthorized use, or disclosure.

5. Confidential Information Ownership. Confidential Information shall be deemed the property of the Disclosing Party, for the duration of the Agreement,, subject only to the exceptions expressly stated herein. Upon written request of the Disclosing Party, the Receiving Party shall return all Confidential Information received in tangible form, except that each Party's legal counsel may retain one copy for its files solely to provide a record of such Confidential Information for archival purposes. Notwithstanding any other provision, the Receiving Party shall have no obligation to preserve the proprietary nature of information that (a) was previously known to the Receiving Party free of any obligation to keep it confidential; (b) is or becomes publicly available by means other than unauthorized or illegal disclosure; (c) is developed by or on behalf of the Receiving Party independently of the Disclosing Party's

Confidential Information; or (d) is received from a third party whose disclosure does not violate any confidentiality obligation. If the Receiving Party is required to disclose the Disclosing Party's Confidential Information by an order or a lawful process of a court or governmental body, the Receiving Party shall promptly notify the Disclosing Party and shall cooperate with the Disclosing Party in seeking reasonable protective arrangements before the Confidential Information is produced. Any breach of confidentiality by the Receiving Party or its representatives may result in irreparable harm for which there is no adequate remedy at law, and in the event of any such breach the Disclosing Party may seek a preliminary or permanent injunction and/or specific performance which shall be granted upon a finding of a breach (or substantial likelihood of a breach in the case of a preliminary injunction). Such remedies shall be in addition to all other remedies available at law or in equity.

6. Limited Rights to Deliverables. Client and CESO agree that all Deliverables made specifically for Client are owned by Client once payment in full for all services provided has been received. In addition, Client expressly acknowledges that it is receiving no right to own, license, sell, distribute or otherwise disseminate any third party applications or products provided to Client by CESO, not intended solely for the Client's use, including any intellectual property of CESO, which may be included or involved in providing Services to Client. Client further acknowledges that CESO may use pre-existing materials and intellectual property of third parties in the Deliverables ("Third Party Components") and that the right or license to use same remains with CESO only, and is not transferred by way of CESO using said Third Party Components in its work for Client. Client acknowledges that CESO may use Client's Deliverables as part of CESO's portfolio for promotional purposes, and that CESO retains all rights to any and all concepts, ideas, designs, proposals and other work and materials ("Work") which have been presented to Client but not included in final Deliverables. In the event of termination of this Agreement, Client acknowledges that it will only be entitled to receive those Deliverables for which full payment has been received.

7. Client-Contributed Content. CESO does not claim ownership of Client-contributed Content, including video, photography, text, graphical designs or other Content. By sharing Client-contributed Content, Client grants permission for reproduction/printing of such content by CESO.

8. Indemnity & Insurance. CESO shall indemnify and hold harmless Customer against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by CESO, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by CESO, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to CESO's proportion of the total fault which directly caused the damages. Customer shall indemnify and hold harmless CESO against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Customer, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Customer, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Customer's proportion of the total fault which directly caused the damages. CESO carries coverage and limits of liability insurance for the CESO's own negligence as required by law and school requirements.

Client will, at its own cost and expense, indemnify, reimburse, defend and hold CESO harmless from and against any and all losses, liabilities, costs, expenses or damages, including reasonable attorneys' fees, incurred by reason of any claim, allegation, demand, lawsuit, action or proceeding by a third party alleging that any Deliverables or Services, or the creation, reproduction, deployment or use of any Deliverables, Services, or Third Party Components included therein by Client (including use thereof in combination with other products that is either contemplated or intended by the parties or reasonably foreseeable based on the functionality of the Deliverables, the Services, or Third Party Components),

infringes, violates or misappropriates the patent, copyright, trade secret, intellectual property or other protected or legal rights of any third party (“IP Claims”).

9. Disputes. Disputes will be promptly resolved in good faith through negotiation. All claims, disputes, and/or differences will be resolved in accordance with the commercial rules of the American Arbitration Association in effect at that time.

10. Termination. Either Party may terminate this Agreement early if both Parties agree that one Party has breached any terms of this agreement and can provide reasonable proof to attest to the breach. If mutual agreement cannot be reached, a third party arbitrator will be appointed.

11. No Exclusivity. Client and CESO understand and acknowledge that this MSA is not exclusive. Each Party respectively agrees that they are free to enter into other similar Agreements with other parties.

12. Force Majeure. Either Party may invoke Force Majeure to excuse the failure of its timeline performance, if such failure was caused by: fire; flood; hurricane; tornado; or other severe storm; earthquake; act of war; sabotage; terrorism; riot; interruption or failure of electrical or telecommunications service (for example, internet failures); or failure of suppliers, subcontractors, and carriers to substantially meet their performance obligations. A Party invoking Force Majeure to excuse its failure of timeline performance must show that the Force Majeure event(s) and their relevant effects were beyond the invoking Party’s reasonable control and could not have been avoided through the exercise of due care by the invoking Party. Failure to make a payment may only be considered a Force Majeure event if caused by an interruption in a third-party payment system.

13. Non-Solicitation. Client will not hire or retain the Services of any employee of CESO during the term of this Agreement and for a twelve (12) month period thereafter, without the prior written consent of CESO. In the event that CESO does not provide consent, and Client retains the Services of a CESO employee, the Client will pay CESO a recruitment fee for the conversion of such employee in the amount equal to fifty thousand dollars (\$50,000). The recruitment fee will be payable immediately upon such employee’s start date with the Client.

14. Service Guarantee or Warranty. Services will be provided to the Client in alignment with industry best practices and Service Agreement. While CESO has established success, CESO does not provide any type of guarantee or warranty of Services.

EXHIBIT B
Proposal



c s
e o

Financial Management Services

Lester Prairie Independent School District
February 11, 2025



01 | Introduction •

The Center for Effective School Operations (CESO) would like to thank you for the opportunity to partner with Lester Prairie Independent School District (LPISD). At CESO, we create conditions where leaders become free to focus on what matters most: leading your district toward greater effectiveness so that learners get more of what they need to thrive.

Our team is a potent combination of education veterans and cross-disciplinary specialists who understand the gray areas of school finance. We'll come to the table ready to listen, ready to advocate for your community, and ready to look at every challenge through a lens of inclusivity.

Every step of the way, we'll help you Rethink Possible to put every possible education dollar where it belongs – in the classroom.

02 | Scope of Work •

Based on the needs of the LPISD, CESO proposes a two-phase approach to the work.

PHASE 1

Discovery and Adjacent Support

Beginning April 1, 2025, CESO would simultaneously work alongside existing LPISD personnel and provide expert advisory services while at the same time conducting discovery activities to ensure CESO has a complete understanding of the current reality, as well as short-term and long-term needs.

- Up to 15 hours per week will be provided.
- A regular check-in schedule is to be mutually agreed upon.
- The investment for this service is \$29,700.



PHASE 2

Long-Term Director-Level Leadership and Management Support:

Beginning July 1, 2025, CESO will provide long-term Business management support in conjunction with a restructured office model that has LPISD providing a business official/payroll position and a business liaison position. CESO Finance will provide a team approach to fulfill the responsibilities associated with the Business Manager of the organization, including but not limited to oversight of the following functions of the business office:

- General Ledger maintenance and monthly review, including applicable journal entries
- Recording and managing of revenue and receivables
- Monthly bank reconciliations of all accounts
- Accounts payables and purchasing administration, including credit card program facilitation and reconciliations
- Monthly financial reporting to the Board or Superintendent as requested
- Support and oversight around the district's federal compliance program (specific federal compliance tasks are available for an extra fee)
- Annual audit in partnership with the independent audit firm
- Cash flow monitoring and analysis
- Budget development and long-range financial planning, as needed
- Costing models maintenance and updates in support of the district's negotiation strategy with various bargaining units
- Current policies/procedures review and operations improvement recommendations
- Attendance and virtual participation of up to 4 school board meetings per year (as mutually agreed upon).
- Other business office-related functions as mutually agreed upon

A combination of controller and CFO-level staff members will perform the work. CESO Finance will also provide a team lead to liaise with school district and business office leadership to ensure consistency and continuity of service during the contracted time.

Business manager support of up to 15 hours per week/390 hours per 6 months.

- Virtual weekly connections
- 1 - 2 on-site visits per month.



- Time will be reconciled every 6 months. Agreed upon hours above 390 over six months billed at \$165 per hour.
- The investment for this service is \$125,000 annually.
- Travel is included.

03 | Start and Completion Dates •

- PHASE 1 will commence on April 1, 2025, through June 30, 2025.
- PHASE 2 will commence July 1, 2025 and end June 30, 2027.
- Termination can be made by either party with 90 days of written notice. If the contract is not terminated within 90 days of June 30, 2027, a new 1-year term will begin on July 1, 2027 with a 3% increase.
- This proposal is good for 30 days from February 17, 2025.

07 | Authorization to Proceed •

Please sign and return a copy of this contract to CESO Finance, LLC, as authorization to proceed. Once we receive this signed contract we will return a final contract to you for your records and begin with the implementation stages of this agreement. I have carefully reviewed the above contract and authorize CESO Finance, LLC, to proceed.



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/

Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

**It is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).
Designation of the Identified Official with Authority for Education Identity and Access Management**

Organization Name: **LESTER PRAIRIE SCHOOL DISTRICT**

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): **0424-01**

Superintendent or Exec. Director Name: **SUPT. MELISSA RADEKE**

Will act as the IOwA? Yes No

If no, identify below the individual who will act as the IOwA for your organization.

The Superintendent or Exec. Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: **MELISSA RADEKE**

Title: **SUPERINTENDENT OF SCHOOLS**

Board Member Signature:

Name: _____

Date: _____



March 5, 2025

To Whom It May Concern
Lester Prairie Public Schools
131 Hickory St N
Lester Prairie, MN 55354-7743

Dear To Whom It May Concern:

On behalf of Houghton Mifflin Harcourt (HMH), I am pleased to confirm approval of deferred payments to Lester Prairie Public Schools (0000140923) for the following products:

- Into Math K-5 WA / Into Math 6-8 + AGA (CP# 009258531)

\$54,651.24 to be paid by July 9, 2025
Total Deferral Amount: \$ 54,651.24

The pricing and extended payment terms outlined in this letter are based on receiving payment in the form of a check, ACH, or Wire transfer.

Include a copy of this letter with your purchase order. No returns, substitutions, or cancellations are allowed. All purchase orders related to this offer must be submitted at the same time. Purchase orders must be submitted for the entire amount of the purchase. If you are unable to issue a purchase order for the full order amount, a purchase agreement is required. Please contact your Account Executive should you need a purchase agreement. This offer is valid through 3/31/2024.

Please note you may receive system-generated invoices as items are fulfilled. You may retain these for your records or discard them, as your payments will be based on your purchase agreement. Billing documents may be transmitted electronically.

Should you have any questions regarding this response, please feel free to contact the following HMH professional:

Jonathan Leonard, Account Executive, at 952.522.4919, or via e-mail at jonathan.leonard@hnhco.com

For payment-related questions or to obtain a copy of your deferred terms invoice, please contact your dedicated Collections Representative.

Sincerely,

A handwritten signature in black ink that reads "Jason Kwong". The signature is written in a cursive, flowing style.

Jason Kwong
Sr Sales Operations Analyst
Revenue Operations

BCC: Deferred Terms Mailbox

HMH



Proposal #009258531
Prepared For
Lester Prairie Public Schools

Attention:
Ryan Sinda
sinda@lp.k12.mn.us

For the Purchase of:
Into Math K-5 WA / Into Math 6-8 + AGA

Print and Digital 3 YR
Prepared By
Jonathan Leonard
jonathan.leonard@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Ryan Sinda
sinda@lp.k12.mn.us

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Lester Prairie Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade K					
Student Digital Licenses					
1894080	9798202067129 Into Math VRS1 Student License WA 3 Year Package Includes: Into Math Digital Student Resources 3 Year Grades K-5 Waggle Math Digital Student Resources 3 Year Grades K-5 Implementation Success	\$121.50	30	\$3,645.00	
Total for Student Digital Licenses				\$3,645.00	
Teacher Digital Licenses					
1894088	9798202067204 Into Math VRS1 Teacher License WA 3 Year Grades K-5 Package Includes: Into Math Digital Teacher Resources 3 Year Grades K-5 Waggle Math Digital Teacher Resources 3 Year Grades K-5 Access to Teacher's Corner	\$993.60			2
Total for Teacher Digital Licenses				\$0.00	
A la Carte Items Available for Purchase					
Teacher Materials					
1753079	9780358132653 Into Math Teacher Edition Collection Grade K	\$171.60	2	\$343.20	
Student Materials					
1814913	9780358608653 2020 Into Math Student Edition Collection with Practice and Homework Journal Set 3 Year Print Grade K	\$16.50	30	\$495.00	
Total for A la Carte Items Available for Purchase				\$838.20	
Total for Grade K				\$4,483.20	

Grade 1					
Student Digital Licenses					
1894080	9798202067129 Into Math VRS1 Student License WA 3 Year Package Includes: Into Math Digital Student Resources 3 Year Grades K-5 Waggle Math Digital Student Resources 3 Year Grades K-5 Implementation Success	\$121.50	30	\$3,645.00	
Total for Student Digital Licenses				\$3,645.00	
Teacher Digital Licenses					
1894088	9798202067204 Into Math VRS1 Teacher License WA 3 Year Grades K-5 Package Includes: Into Math Digital Teacher Resources 3 Year Grades K-5 Waggle Math Digital Teacher Resources 3 Year Grades K-5	\$993.60			2

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Ryan Sinda
sinda@lp.k12.mn.us

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Proposal for Lester Prairie Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Access to Teacher's Corner					
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1753080	9780358132660 Into Math Teacher Edition Collection Grade 1	\$171.60	2	\$343.20	
Student Materials					
1814914	9780358608660 2020 Into Math Student Edition Collection with Practice and Homework Journal Set 3 Year Print Grade 1	\$16.50	30	\$495.00	
Total for A la Carte Items Available for Purchase		\$838.20			
<u>Total for Grade 1</u>		\$4,483.20			

Grade 2

Student Digital Licenses

1894080	9798202067129 Into Math VRS1 Student License WA 3 Year Package Includes: Into Math Digital Student Resources 3 Year Grades K-5 Waggle Math Digital Student Resources 3 Year Grades K-5 Implementation Success	\$121.50	20	\$2,430.00	
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Total for Student Digital Licenses

\$2,430.00

Teacher Digital Licenses

1894088	9798202067204 Into Math VRS1 Teacher License WA 3 Year Grades K-5 Package Includes: Into Math Digital Teacher Resources 3 Year Grades K-5 Waggle Math Digital Teacher Resources 3 Year Grades K-5 Access to Teacher's Corner	\$993.60			2
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Total for Teacher Digital Licenses

\$0.00

A la Carte Items Available for Purchase

Teacher Materials

1753081	9780358132677 Into Math Teacher Edition Collection Grade 2	\$171.60	2	\$343.20	
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Student Materials

1814915	9780358608677 2020 Into Math Student Edition Collection with Practice and Homework Journal Set 3 Year Print Grade 2	\$16.50	20	\$330.00	
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Total for A la Carte Items Available for Purchase

\$673.20

Send **Check Payments** to:
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14046 Collection Center Drive
Chicago, IL 60693

Attention:
Ryan Sinda
sinda@lp.k12.mn.us

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orders@hnhco.com
FAX: 800-269-5232

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Grade 2		\$3,103.20			
Grade 3					
Student Digital Licenses					
1894080	9798202067129 Into Math VRS1 Student License WA 3 Year Package Includes: Into Math Digital Student Resources 3 Year Grades K-5 Waggle Math Digital Student Resources 3 Year Grades K-5 Implementation Success	\$121.50	30	\$3,645.00	
Total for Student Digital Licenses		\$3,645.00			
Teacher Digital Licenses					
1894088	9798202067204 Into Math VRS1 Teacher License WA 3 Year Grades K-5 Package Includes: Into Math Digital Teacher Resources 3 Year Grades K-5 Waggle Math Digital Teacher Resources 3 Year Grades K-5 Access to Teacher's Corner	\$993.60			2
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1753082	9780358132684 Into Math Teacher Edition Collection Grade 3	\$171.60	2	\$343.20	
Student Materials					
1814916	9780358608684 2020 Into Math Student Edition Collection with Practice and Homework Journal Set 3 Year Print Grade 3	\$16.50	30	\$495.00	
Total for A la Carte Items Available for Purchase		\$838.20			
Total for Grade 3		\$4,483.20			

Grade 4 Student Digital Licenses

1894080	9798202067129 Into Math VRS1 Student License WA 3 Year Package Includes: Into Math Digital Student Resources 3 Year Grades K-5 Waggle Math Digital Student Resources 3 Year Grades K-5 Implementation Success	\$121.50	36	\$4,374.00	
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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Student Digital Licenses		\$4,374.00			
Teacher Digital Licenses					
1894088	9798202067204 Into Math VRS1 Teacher License WA 3 Year Grades K-5 Package Includes: Into Math Digital Teacher Resources 3 Year Grades K-5 Waggle Math Digital Teacher Resources 3 Year Grades K-5 Access to Teacher's Corner	\$993.60			2
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1753083	9780358132691 Into Math Teacher Edition Collection Grade 4	\$171.60	2	\$343.20	
Student Materials					
1814917	9780358608691 2020 Into Math Student Edition Collection with Practice and Homework Journal Set 3 Year Print Grade 4	\$16.50	36	\$594.00	
Total for A la Carte Items Available for Purchase		\$937.20			
Total for Grade 4		\$5,311.20			

Grade 5

Student Digital Licenses

1894080	9798202067129 Into Math VRS1 Student License WA 3 Year Package Includes: Into Math Digital Student Resources 3 Year Grades K-5 Waggle Math Digital Student Resources 3 Year Grades K-5 Implementation Success	\$121.50	32	\$3,888.00	
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Total for Student Digital Licenses

\$3,888.00

Teacher Digital Licenses

1894088	9798202067204 Into Math VRS1 Teacher License WA 3 Year Grades K-5 Package Includes: Into Math Digital Teacher Resources 3 Year Grades K-5 Waggle Math Digital Teacher Resources 3 Year Grades K-5 Access to Teacher's Corner	\$993.60			2
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Total for Teacher Digital Licenses

\$0.00

A la Carte Items Available for Purchase

Teacher Materials

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Proposal for Lester Prairie Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1753084 9780358132707	Into Math Teacher Edition Collection Grade 5	\$171.60	2	\$343.20	
Student Materials					
1814918 9780358608707	2020 Into Math Student Edition Collection with Practice and Homework Journal Set 3 Year Print Grade 5	\$16.50	32	\$528.00	
Total for A la Carte Items Available for Purchase		\$871.20			
<u>Total for Grade 5</u>		\$4,759.20			

Grade 6 Student Digital Licenses

1869566 9780358952152	Into Math Student License 3 Year Grades 6-8 Package Includes: Into Math Version 1 Digital Student Resources 3 Year Grades 6-8 Implementation Success	\$75.00	36	\$2,700.00	
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Total for Student Digital Licenses **\$2,700.00**

Teacher Digital Licenses

1869567 9780358952169	Into Math Teacher License 3 Year Grades 6-8 Package Includes: Into Math Version 1 Teacher License Digital 3 Year Grades 6-8 Access to Teacher's Corner	\$771.00			2
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Total for Teacher Digital Licenses **\$0.00**

A la Carte Items Available for Purchase

Teacher Materials

1756245 9780358157038	Into Math Teacher Edition Collection Grade 6	\$171.60	2	\$343.20	
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Student Materials

1765484 9780358222286	Into Math Student Edition (Consumable) 3 Year Print Grade 6	\$16.50	36	\$594.00	
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Total for A la Carte Items Available for Purchase **\$937.20**

Total for Grade 6 **\$3,637.20**

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Proposal for Lester Prairie Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 7					
Student Digital Licenses					
1869566	9780358952152 Into Math Student License 3 Year Grades 6-8 Package Includes: Into Math Version 1 Digital Student Resources 3 Year Grades 6-8 Implementation Success	\$75.00	45	\$3,375.00	
Total for Student Digital Licenses				\$3,375.00	
Teacher Digital Licenses					
1869567	9780358952169 Into Math Teacher License 3 Year Grades 6-8 Package Includes: Into Math Version 1 Teacher License Digital 3 Year Grades 6-8 Access to Teacher's Corner	\$771.00			1
Total for Teacher Digital Licenses				\$0.00	
A la Carte Items Available for Purchase					
Teacher Materials					
1756246	9780358157045 Into Math Teacher Edition Collection Grade 7	\$171.60	1	\$171.60	
Student Materials					
1765485	9780358222293 Into Math Student Edition (Consumable) 3 Year Print Grade 7	\$16.50	45	\$742.50	
Total for A la Carte Items Available for Purchase				\$914.10	
Total for Grade 7				\$4,289.10	

Grade 8					
Student Digital Licenses					
1869566	9780358952152 Into Math Student License 3 Year Grades 6-8 Package Includes: Into Math Version 1 Digital Student Resources 3 Year Grades 6-8 Implementation Success	\$75.00	30	\$2,250.00	
Total for Student Digital Licenses				\$2,250.00	
Teacher Digital Licenses					
1869567	9780358952169 Into Math Teacher License 3 Year Grades 6-8 Package Includes: Into Math Version 1 Teacher License Digital 3 Year Grades 6-8 Access to Teacher's Corner	\$771.00			1
Total for Teacher Digital Licenses				\$0.00	
A la Carte Items Available for Purchase					

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Lester Prairie Public Schools**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Teacher Materials					
1756247 9780358157052	Into Math Teacher Edition Collection Grade 8	\$171.60	1	\$171.60	
Student Materials					
1765486 9780358222309	Into Math Student Edition (Consumable) 3 Year Print Grade 8	\$16.50	30	\$495.00	
Total for A la Carte Items Available for Purchase		\$666.60			
<u>Total for Grade 8</u>		\$2,916.60			

<u>Algebra 1</u>					
Student Digital Licenses					
1789393 9780358398721	Into Algebra 1 Student License Digital 3 Year Includes: Digital Student Resource 3 Year Digital Algebra 1 Implementation Success	\$75.00	40	\$3,000.00	
Total for Student Digital Licenses		\$3,000.00			
Teacher Digital Licenses					
1808499 9780358555193	Into Algebra 1 Teacher License Digital 3 Year Includes: Into Algebra 1 Digital Teacher Resources 3 Year Access to Teacher's Corner	\$270.00			1
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1742482 9780358055303	Into Algebra 1 Teacher Edition	\$171.60	1	\$171.60	
Student Materials					
Common Cartridge					
1705762 9781328951816	Into Algebra 1 Student Edition	\$36.00	40	\$1,440.00	
Total for A la Carte Items Available for Purchase		\$1,611.60			

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<u>Total for Algebra 1</u>		\$4,611.60			
<u>Geometry</u>					
Student Digital Licenses					
1789399	9780358398783 Into Geometry Student License Digital 3 Year Includes: Digital Student Resource 3 Year Digital Geometry Implementation Success	\$75.00	35	\$2,625.00	
Total for Student Digital Licenses		\$2,625.00			
Teacher Digital Licenses					
1808521	9780358555315 Into Geometry Teacher License Digital 3 Year Includes: Into Geometry Digital Teacher Resources 3 Year Access to Teacher's Corner	\$270.00			1
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1742563	9780358055310 Into Geometry Teacher Edition	\$171.60	1	\$171.60	
Student Materials					
1742480	9780358055280 Into Geometry Student Edition	\$36.00	35	\$1,260.00	
Total for A la Carte Items Available for Purchase		\$1,431.60			
<u>Total for Geometry</u>		\$4,056.60			

Algebra 2

Student Digital Licenses

1789396	9780358398752 Into Algebra 2 Student License Digital 3 Year Includes: Digital Student Resource 3 Year Digital Algebra 2 Implementation Success	\$75.00	30	\$2,250.00	
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Total for Student Digital Licenses

\$2,250.00

Teacher Digital Licenses

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1808527	9780358555377 Into Algebra 2 Teacher License Digital 3 Year Includes: Into Algebra 2 Digital Teacher Resources 3 Year Access to Teacher's Corner	\$270.00			1
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1742564	9780358055327 Into Algebra 2 Teacher Edition	\$171.60	1	\$171.60	
Student Materials					
1742481	9780358055297 Into Algebra 2 Student Edition	\$36.00	30	\$1,080.00	
Total for A la Carte Items Available for Purchase		\$1,251.60			
<u>Total for Algebra 2</u>		\$3,501.60			

Professional Services - Into Math & AGA 6-12

Implementation Success Plan

1870045	9780358955382 Into Math with Classcraft Getting Started Live Online 2-Hour Grade 6-8	\$800.00	1	\$800.00	
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Total for Implementation Success Plan **\$800.00**

Total for Professional Services - Into Math & AGA 6-12 **\$800.00**

Professional Services - Into Math K-5 Version 1 WA

Implementation Success Plan

1894110	9798202066849 Into Math VRS1 WA Getting Started Live Online 2-Hour Grades K-5	\$800.00	1	\$800.00	
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Total for Implementation Success Plan **\$800.00**

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<u>Total for Professional Services - Into Math K-5 Version 1 WA</u>		\$800.00			

<i>Total Savings:</i>	\$15,817.20
<i>Subtotal Purchase Amount:</i>	\$51,235.90
<i>Shipping & Handling:</i>	\$3,415.34
<i>Total Cost of Proposal (PO Amount):</i>	\$54,651.24

****Please add proper sales tax to your order****

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- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Lester Prairie Public Schools	Lester Prairie Public Schools
131 Hickory St N	131 Hickory St N
Lester Prairie, MN 55354-7743	Lester Prairie, MN 55354-7743
- Please provide funding start and end dates.
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Lester Prairie Public School, ISD #424
Budget Comparison

	6/20/2022	3/16/2023	6/22/2023	5/20/2024	6/22/2024	2/25/2025
Revenues	2022-2023	2022-2023	2023-2024	2023-2024	2024-2025	2024-2025
	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>
1	5,534,316.00	5,618,484.91	5,849,925.00	5,957,900.00	6,501,410.80	6,939,677.00
2	267,992.73	261,300.00	208,909.00	354,358.00	351,650.00	294,284.00
4	182,228.00	187,946.00	207,104.00	194,017.00	174,487.00	175,414.00
6	0.00	0.00	0.00	0.00	0.00	0.00
7	0.00	0.00	1,225,523.00	1,225,523.00	1,201,060.00	1,201,060.00
Total	5,984,536.73	6,067,730.91	7,491,461.00	7,731,798.00	8,228,607.80	8,610,435.00
Expenditures	2022-2023	2022-2023	2023-2024	2023-2024	2024-2025	2024-2025
	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>
1	5,405,185.69	5,550,472.13	5,975,042.50	5,817,577.00	5,943,429.13	6,212,285.00
2	294,461.47	310,518.47	301,491.46	284,942.00	298,317.00	298,781.00
4	233,505.42	213,298.14	205,633.84	211,762.00	186,243.38	193,398.00
6	0.00	0.00	0.00	0.00	0.00	0.00
7	0.00	0.00	1,167,631.00	1,167,631.00	1,350,231.26	1,350,231.26
Total	5,933,152.58	6,074,288.74	7,649,798.80	7,481,912.00	7,778,220.77	8,054,695.26
						Includes New Remaining Authority GO Bond pymt
TOTALS	2022-2023	2022-2023	2023-2024	2023-2024	2024-2025	2024-2025
	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>
Revenues	5,984,536.73	6,067,730.91	7,491,461.00	7,731,798.00	8,228,607.80	8,610,435.00
Expenditures	5,933,152.58	6,074,288.74	7,649,798.80	7,481,912.00	7,778,220.77	8,054,695.26
	51,384.15	-6,557.83	-158,337.80	249,886.00	450,387.03	555,739.74
GENERAL FUND	2022-2023	2022-2023	2023-2024	2023-2024	2024-2025	2024-2025
Fund 1	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>
Revenues	5,534,316.00	5,618,484.91	5,849,925.00	5,957,900.00	6,501,410.80	6,939,677.00
Expenditures	5,405,185.69	5,550,472.13	5,975,042.50	5,817,577.00	5,943,429.13	6,212,285.00
	129,130.31	68,012.78	-125,117.50	140,323.00	557,981.67	727,392.00
FOOD SERVICE	2022-2023	2022-2023	2023-2024	2023-2024	2024-2025	2024-2025
Fund 2	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>
Revenues	267,992.73	261,300.00	208,909.00	354,358.00	351,650.00	294,284.00
Expenditures	294,461.47	310,518.47	301,491.46	284,942.00	298,317.00	298,781.00
	-26,468.74	-49,218.47	-92,582.46	69,416.00	53,333.00	-4,497.00
COMM SERVICE	2022-2023	2022-2023	2023-2024	2023-2024	2024-2025	2024-2025
Fund 4	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>
Revenues	182,228.00	187,946.00	207,104.00	194,017.00	174,487.00	175,414.00
Expenditures	233,505.42	213,298.14	205,633.84	211,762.00	186,243.38	193,398.00
	-51,277.42	-25,352.14	1,470.16	-17,745.00	-11,756.38	-17,984.00
DEBT SERVICE	2022-2023	2022-2023	2023-2024	2023-2024	2024-2025	2024-2025
Fund 6 & 7	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>	<u>Preliminary Budget</u>	<u>Revised Budget</u>
Revenues	1,125,316.00	1,125,316.00	1,225,523.00	1,225,523.00	1,201,060.00	1,201,060.00
Expenditures	1,160,330.00	1,184,504.00	1,167,631.00	1,167,631.00	1,350,231.26	1,350,231.26
	-35,014.00	-59,188.00	57,892.00	57,892.00	-149,171.26	-149,171.26

Baseball fundraisers

Inbox x



Matt Herrmann <mherrmann@lp.k12.mn.us>

Mon, Mar 3, 7:16 PM (15 hours ago)



to me ▾

Hello Melissa, my name is Matt Herrmann. I am the baseball varsity coach this year. I was told I need to touch base with you about fundraisers. I would like to do a fundraiser at longhorns from 3:30-5pm on March 21st. Also I have talked with Chris Schultz and we are playing on doing a clean the ditch fundraiser for the Herald journal. The date is still to be determined. I will get you more info when he lets me know. Is there anything else that you need from me?

Thank you for your time

Matt Herrmann

Melissa Radeke

10:32 AM (0 minutes ago)



to Matt ▾

Hi Matt,

This is great.

I will put this on the March Board agenda for approval and let you know.

Thanks,

Melissa

Dr. Melissa Radeke | Superintendent

Lester Prairie School District #424

Office: 320-395-2521 ext. 1106

radeke@lp.k12.mn.us



516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non-emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication **or telehealth** during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, **except any form of medical cannabis**, in accordance with law and school district procedures.

III. DRUG AND MEDICATION REQUIREMENTS

A. Administration of Drugs and Medicine

1. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
 - a. a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
 - b. a licensed school nurse, in a district that employs a licensed school nurse under Minnesota Rules, part 8710.6100;
 - c. a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or
 - d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.
3. Exclusions
The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:
 - a. Purchased without a prescription;

- b. Used by a pupil who is 18 years old or older;
- c. Used in connection with services for which a minor may give effective consent;
- d. Used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e. Used off the school grounds;
- f. Used in connection with athletics or extracurricular activities;
- g. used in connection with activities that occur before or after the regular school day;
- h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - i. the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;
 - ii. the inhaler is properly labeled for that student; and
 - iii. the parent has not requested school personnel to administer the medication to the student.

In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j. Epinephrine auto injectors, consistent with Minnesota Statutes section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
 - i. The pupil may possess the epinephrine or
 - ii. The pupil is unable to possess the epinephrine and requires immediate access to epinephrine auto-injectors that the parent provides properly labeled to the school for the pupil as needed.
- k. For the purposes of Minnesota Statutes, 121A. 22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.

1. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

- a. An “Administering Prescription Medications” form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.
- b. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- c. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- d. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A 3(i) above) ~~Part J.5. below~~, and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- e. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student’s prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- f. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescriptions form in the health records section of the student file. The school nurse, or designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- g. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- h. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication, the parent or legal guardian

must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

J. ~~Specific Exceptions:~~

- ~~1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;~~
- ~~2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;~~
- ~~3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;~~
- ~~4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;~~
- ~~5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - ~~a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;~~
 - ~~b. the inhaler is properly labeled for that student; and~~
 - ~~c. the parent has not requested school personnel to administer the medication to the student.~~~~

~~The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.~~

~~If the School District employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and~~

~~use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;~~

~~6. Medications:~~

~~a. that are used off school grounds;~~

~~b. that are used in connection with athletics or extracurricular activities; or~~

~~c. that are used in connection with activities that occur before or after the regular school day~~

~~are not governed by this policy.~~

C. Nonprescription Medication.

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as state in this paragraph, only prescription medications are governed by this policy.

D. Possession and Use of Epinephrine Auto-Injectors

At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed ~~nonsyringe~~ epinephrine auto-injectors ~~of epinephrine~~ that enables the student to:

a. possess ~~nonsyringe~~ epinephrine auto-injectors ~~of epinephrine~~; or

b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to ~~nonsyringe~~ epinephrine auto-injectors ~~of epinephrine~~ in close proximity to the student at all times during the instructional day.

For the purposes of this policy, “instructional day” is defined as eight hours for each student contact day.

The plan must designate the school staff responsible for implementing the student’s health plan, including recognizing anaphylaxis and administering ~~nonsyringe~~ epinephrine auto-injectors ~~of epinephrine~~ when required, consistent with state law. This health plan may be included in a student’s section 504 plan.

Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

Effective July 1, 2024, registered nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.171 to 148.285, licensed practical nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine auto-injector is to be administered, when caring for a patient whose condition falls within the protocol.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school’s supply of epinephrine auto-injectors.

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician’s note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

~~K. —“Parent” for students 18 years old or older is the student.~~

F. Procedure regarding unclaimed drugs or medications

1. The district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or

medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to

submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

- Legal References:**
- Minn. Stat. § 13.32 (Educational Data)
 - Minn. Stat. § 121A.21 (School Health Services)
 - Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)**
 - Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
 - Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
 - Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
 - Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
 - Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
 - Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
 - Minn. Stat. § 148.171 (Definitions; Title)**
 - Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
 - Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
 - Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
 - Minn. Rule 8710.6100 (School Nurse)**
 - 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
 - 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
- Cross References:**
- MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

526 HAZING PROHIBITION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

- G. This policy applies to hazing that occurs during and after school hours, on or off

school premises or property, at school functions or activities, or on school transportation.

- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

- A. “Hazing” means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:
 - 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
 - 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 - 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. “Immediately” means as soon as possible but in no event longer than 24 hours.
- C. “On school premises or school district property, or at school functions or activities, or on school transportation” means all school district buildings, school grounds, 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 hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

The building principal is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing, shall make reasonable efforts to address and resolve the hazing and shall inform the building principal immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.
- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.
- F. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students, or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to try to deter

violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing 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) 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 hazing.

VI. RETALIATION OR REPRISAL

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

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in each school's student handbook and in each school's Building and Staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the 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)

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 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

533 WELLNESS

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

- A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.
- B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The school district encourages the involvement of parents, student representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.
- D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.
- E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

[Note: The Act requires that wellness policies include goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.]

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:
 - a. offered as part of a comprehensive program designed to provide **all** students with the knowledge and skills necessary to promote and protect their health;
 - b. part of health education classes as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and
 - c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte [snack] lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities such as watching television;
2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and
3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.
3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.
4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.
5. Applications for free/reduced priced meals are available to all families at the beginning of the school year. The application is also available in the main office and on the district website.

IV. STANDARDS AND NUTRITION GUIDELINES

[Note: The Act requires that school districts have standards, selected by the school district, for all foods available on the school campus during the school day with the objective of promoting student health and reducing childhood obesity. For foods and beverages sold to students during the school day on school campus, the Act requires that school districts also have nutrition guidelines.]

A. School Meals

[Note: The Act specifically requires that the wellness policy contain standards and nutrition guidelines for all foods and beverages sold to students during the school day that are consistent with the meal requirements for lunches and after-school snacks set forth in 7 C.F.R. § 210.10 and the meal requirements for breakfasts set forth in 7 C.F.R. § 220.8.]

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.
2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.
3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.
4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.

5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.
6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.
7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals. **Students with unpaid balances are given the regular meal and not stigmatized.**
8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
9. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day. **After obtaining food, students will have at least 20 minutes to eat lunch.**
10. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.
11. **Free drinking water is available for self-service in the cafeteria.**

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.
2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development **including USDA training requirements** for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, ~~from vending machines, school stores, and for in-school fundraisers.~~

2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.
3. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:
 - a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.

[Note: Healthy party ideas are available from the USDA.]
 - b. Classroom snacks brought by parents. The school district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.
3. Fundraising. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.
2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. **WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT**

A. Wellness Coordinator

[Note: The Act requires that local school wellness policies identify the position of the local education agency or school official(s) responsible for the implementation and oversight of the local school wellness policy.]

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.
2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.
3. **The Wellness Committee meets quarterly.**

B. Public Involvement

[Note: The Act requires a description of the manner in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public are provided an opportunity to participate in the development, implementation, and periodic review and update of the local school wellness policy.]

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.
2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.
3. **Activity programs will be available for staff.**

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

[Note: The Act requires a description of the plan for measuring the implementation of the local school wellness policy.]

1. After approval by the school board, the wellness policy will be implemented throughout the school district.

2. The school district will post its wellness policy on its website, to the extent it maintains a website.

[Note: Per Minn. Stat. § 121A.215, when available, a school district must post its current local school wellness policy on its website.]

B. Annual Reporting

[Note: The Act requires that school districts inform the public about the content and implementation of the local wellness policy and make the policy and any updates to the policy available to the public on an annual basis.]

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

[Note: The Act requires a triennial assessment of schools' compliance with the wellness policy. The Act also requires school districts to inform the public about progress toward meeting the goals of the wellness policy by making the triennial assessment available to the public in an accessible and easily understood manner.]

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:
 - a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;
 - b. the extent to which the school district's wellness policy compares to model local wellness policies; and
 - c. a description of the progress made in attaining the goals of the school district's wellness policy.
2. The Wellness Coordinator will be responsible for conducting the triennial assessment.
3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

[Note: The Act requires school districts to retain records to document compliance with the requirements of 7 C.F.R. § 210.30.]

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.
2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.
3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act of 1966)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources: Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

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December 21, 2020

ISD #424 Policy 601

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

[Note: Minn. Stat. § 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 Minn. Stat. § 120B.11.]

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with **comprehensive achievement and civic readiness** ~~creating the world's best workforce~~.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to **strive for comprehensive achievement and civic readiness** ~~establish the "world's best workforce"~~ in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Benchmark" means 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. **"Comprehensive Achievement and Civic Readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and student not living in poverty; have all students attain career and college readiness before graduating from high school; have all students graduate from high school; and prepare students to be lifelong learners.**
- D. **"Culturally sustaining" means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities.**
- E. "Curriculum" means district or school adopted programs and written plans for

providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.

- F. “Ethnic studies” as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated into existing curricular opportunities or provided through additional curricular offerings.
- G. “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, other cooperative work experience, youth apprenticeship, or employment.
- H. “Institutional racism” means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.
- I. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements **including applied and experiential learning**.
- J. “Performance measures” are measures to determine school district and school site progress in striving **for comprehensive achievement and civic readiness to create the world’s best workforce** and must include at least the following:
 - 1. the size of the academic achievement gap and rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
 - 2. student performance on the Minnesota Comprehensive Assessments;
 - 3. high school graduation rates; and
 - 4. career and college readiness under Minn. Stat. § 120B.30, Subd. 1.
- F. ~~“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.~~
- ~~G. “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, other cooperative work experience, youth apprenticeship, or employment.~~

IV. LONG-TERM STRATEGIC PLAN

A. The school board, at a public meeting, shall adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with ~~striving for comprehensive achievement and civic readiness creating the world's best workforce~~ and includes the following:

1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in state and federal law;

[Note: MSBA/MASA Model Policy 601, Section IV.B. and MSBA/MASA Model Policy 616 address this requirement.]

2. a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs ~~and services~~ and accelerate their instruction, adopt ~~early-admission~~ procedures ~~consistent with Minnesota Statutes, section 120B.15 for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to under-represented groups~~, and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to ~~comprehensive achievement and civic readiness the world's best workforce~~;

[Note: MSBA/MASA Model Policy 618 addresses this requirement.]

3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statute section 123B.147, Subdivision 3, students' access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statute section 120B.35, Subdivision 3(b)(2), and teacher evaluations under Minnesota Statute section 122A.40, Subdivision 8, or 122A.41, Subdivision 5;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

4. strategies for improving instruction, curriculum, and student achievement,

including the English and, where practicable, the native language development and the academic achievement of English learners;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

5. a process to examine the equitable distribution of teachers and strategies to ensure low-income and minority children are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
 6. education effectiveness practices that
 - a. integrate high-quality instruction, technology, and **rigorous** curriculum that is rigorous, accurate, antiracist, and culturally sustaining;
 - b. **ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;**
 - c. and **provide** a collaborative professional culture that **seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance** ~~develops and supports teacher quality, performance,~~ and effectiveness; and
 7. an annual budget for continuing to implement the school district plan; **and**
 8. **identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.**
- B. School district site and school site goals shall include the following:

1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.* These skills include the following:

[*Note: The criteria for acceptable performance in basic skills areas may need to be modified for students with unique learning needs. These modifications will be reflected in the Individualized Education Program (IEP) or Rehabilitation Act Section 504 Accommodation plan.]

- a. reading, writing, speaking, listening, and viewing in the English language;
- b. mathematical and scientific concepts;
- c. locating, organizing, communicating, and evaluating information and developing methods of inquiry (i.e., problem solving);

- d. creative and critical thinking, decision making, and study skills;
 - e. work readiness skills;
 - f. global and cultural understanding.
2. Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:
- a. live as a responsible, productive citizen and consumer within local, state, national, and global political, social, and economic systems;
 - b. bring many perspectives, including historical, to contemporary issues;
 - c. develop an appreciation and respect for democratic institutions;
 - d. communicate and relate effectively in languages and with cultures other than the student's own;
 - e. practice stewardship of the land, natural resources, and environment;
 - f. use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.
3. Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement, and the performing arts.
4. School practices and instruction will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:
- a. establishing and achieving personal and career goals;
 - b. adapting to change;
 - c. leading a healthy and fulfilling life, both physically and mentally;
 - d. living a life that will contribute to the well-being of society;
 - e. becoming a self-directed learner;
 - f. exercising ethical behavior.
5. Students will be given the opportunity to acquire human relations skills

necessary to:

- a. appreciate, understand, and accept human diversity and interdependence;
- b. address human problems through team effort;
- c. resolve conflicts with and among others;
- d. function constructively within a family unit;
- e. promote a multicultural, gender-fair, disability-sensitive society.

[Note: School district and site goals example courtesy of the Winona School District.]

- C. Every child is reading at or above grade level beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy 621 (Literacy and the Read Act). ~~no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.~~
- ~~1. The school district must identify, before the end of kindergarten, grade 1, and grade 2, all students who are not reading at grade level. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~
 - ~~2. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~

[Note: According to Minnesota statutes, dyslexia screening is to be conducted in a locally determined manner.]

- ~~3. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of~~

~~English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment and annually report summary assessment results to the Commissioner of Education by July 1.~~

- ~~4. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students who demonstrate characteristics of dyslexia using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist. With respect to students screened or identified under paragraph (1), the report must include:
 - ~~a. a summary of the district's efforts to screen for dyslexia;~~
 - ~~b. the number of students screened for that reporting year; and~~
 - ~~c. the number of students demonstrating characteristics of dyslexia for that year.~~~~
- ~~5. A student identified as having a reading difficulty must be provided with alternate instruction under Minn. Stat. § 125.A.56, Subd. 1.~~
- ~~6. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:
 - ~~a. the student's reading proficiency as measured by a locally adopted assessment;~~
 - ~~b. reading-related services currently being provided to the student and the student's progress; and~~
 - ~~c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.~~~~

~~This provision may not be used to deny a student's right to a special education evaluation.~~

- ~~7. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day~~

~~programs, or programs that strengthen students' cultural connections.~~

~~[Note: School districts are strongly encouraged, but not required, to provide personal learning plans, as provided in Paragraph 8.]~~

~~8. The school district will provide a personal learning plan for a student who is unable to demonstrate grade-level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan will address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school will maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program.~~

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
20 U.S.C. § 5801, *et seq.* (National Education Goals 2000)
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 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)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

610 FIELD TRIPS

I. PURPOSE

The purpose of this policy is to provide guidelines for student trips and to identify the general process to be followed for review and approval of trip requests.

II. GENERAL STATEMENT OF POLICY

It is the general expectation of the school board that all student trips will be well planned, conducted in an orderly manner and safe environment, and will relate directly to the objectives of the class or activity for which the trip is requested. Student trips will be categorized within three general areas and the senior class trip:

A. Instructional Trips

Trips that take place during the school day, relate directly to a course of study, and require student participation shall fall in this category. These trips shall be subject to review and approval of the building principal and shall be financed by school district funds within the constraints of the school building budget. Fees may not be assessed against students to defray direct costs of instructional trips. (Minn. Stat. § 123B.37, Prohibited Fees) All trips will be adequately supervised and a signed parental permission slip must be on file ~~in the office~~ for each student participating in such a trip.

B. Supplementary Trips

This category pertains to those trips in which students voluntarily participate and which usually take place outside the regular school day. Examples of trips in this category involve student activities, clubs, and other special interest groups. These trips are subject to review and approval of the activities director and/or the building principal. Financial contributions by students may be requested. (Minn. Stat. § 123B.36, Authorized Fees)

C. Extended Trips

1. Trips that involve one or more overnight stops fall into this category. Extended trips may be instructional or supplementary, and must be requested well in advance of the planned activity. An extended trip request form must be completed and approved at each level: student, principal, superintendent, and school board. Exceptions to the approval policy may be granted or expedited to accommodate emergencies or contingencies (e.g. tournament competition).

2. The school board acknowledges and supports the efforts of booster clubs and similar organizations in providing extended trip opportunities for students.

D. Senior Class Trip

1. The Board will authorize the senior class trip. The Board will be informed of the details of the trip. Chaperones must be approved by the principal.

III. REGULATIONS

- A. Rules of conduct and discipline for students and employees shall apply to all student trip activity.
- B. The school administration shall be responsible for providing more detailed procedures, including parental involvement, supervision, and such other factors deemed important and in the best interest of students.
- C. Transportation shall be furnished through a commercial carrier or school-owned vehicle. ~~In the event a private vehicle is approved for use, a certificate of insurance must be on file in the school district office.~~
- D. An employee may use a personal vehicle to transport staff or personal property for purposes of a field trip upon prior, written approval from administration.
- E. An employee must not use a personal vehicle to transport one or more students for purposes of a field trip.
 1. If immediate transportation of a student is required due to an emergency or unforeseen circumstance, such as the illness or injury of a child, and the transportation does not constitute regular or scheduled transportation, a personal vehicle may be used. To the extent a personal vehicle is used, the vehicle must be properly registered and insured.
 2. An employee must obtain preapproval by administration of student transportation by a personal vehicle, pursuant to Section III.E.1, if practicable. If preapproval by administration of use of a personal vehicle cannot be obtained in a reasonable time given the circumstances, an employee shall report the relevant facts and circumstances justifying the need for use of a personal vehicle to administration as soon as practicable. The relevant facts and circumstances for use of a personal vehicle shall be documented by administration.

IV. SCHOOL BOARD REVIEW

The superintendent shall at least annually report to the school board upon the utilization of trips under this policy.

Legal References: Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities; Insurance)
Minn. Stat. § 169.011, Subd. 71(a) (Definition of a School Bus)
Minn. Stat. § 169.454, Subd. 13 (Type III Vehicle Standards – Exemption)
Sonkowsky v. Board of Educ. for Indep. Sch. Dist. No. 721, 327 F.3d 675 (8th Cir. 2003)
Lee v. Pine Bluff Sch. Dist., 472 F.3d 1026 (8th Cir. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 423 (Employee – Student Relationships)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 707 (Transportation of Public School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

704 DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM

I. PURPOSE

The purpose of this policy is to provide for the development and maintenance of an inventory of the fixed assets of the school district and the establishment and maintenance of a fixed asset accounting system.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that a fixed asset accounting system and an inventory of fixed assets be developed and maintained.

III. CAPITAL ASSET THRESHOLD

It is the policy of this school district that an item being considered for capitalization must have a cost of \$1,000 or greater to meet the District Capitalization threshold. The District will maintain a listing of technology equipment, costing less than \$1,000 for insurance and tracking purposes, however, these items will not be capitalized.

IV. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM

The superintendent or such other school official as designated by the superintendent or the school board shall be responsible for the development and maintenance of an inventory of the fixed assets of the school district and for the establishment and maintenance of a formal fixed asset accounting system. The accounting system shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS). In addition, the inventory shall specify the location of all continued abstracts showing the conveyance of the property to the school district; certificates of title showing title to the property in the school district; title insurance policies; surveys; and other property records relating to the real property of the school district.

IV. REPORT

The administration shall annually update the property records of the school district and provide an inventory of the fixed assets of the school district to the school board.

~~School District Powers)~~

Minn. Stat. § 123B.09 (~~Boards of Independent School Districts School Board Powers)~~)

Minn. Stat. § 123B.51 (Schoolhouse and Sites; ~~Uses for School and Nonschool Purposes; Closings Access for Noncurricular Purposes)~~)

Cross References: MSBA/MASA Model Policy 702 (Accounting)

Adopted: 11-8-10
Revised: 8-19-13; 2016;
2-10-20; 3-17-25

ISD 424 Policy 709

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student Training

The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

- a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their

first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes section 169.446, subdivision 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
9. The school district shall adopt and make available for public review a curriculum for transportation safety education.
10. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

Training required

- a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.
- b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation training. At a minimum, the training must include:

1. Pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;
2. Bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and
3. Electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

Deadlines:

1. Students under subdivision 1, paragraph (a), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the third week of school.
2. Students under subdivision 1, paragraph (b), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the sixth week of school.
3. Students under subdivision 1, paragraph (a) or (b), who enroll in a school after the second week of school and have not received the appropriate active transportation safety training in their previous school district must undergo the training or receive active transportation safety instructional materials within four weeks of the first day of attendance.
4. The school district and a nonpublic school may provide kindergarten pupils with active transportation safety training before the first day of school.

Instruction:

1. The school district may provide active transportation safety training through distance learning.
2. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation

safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

- a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs, and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road, or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the school bus.

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

- (1) Elementary (K-6)
~~1st offense—warning~~
~~2nd offense—3 school-day suspension from riding the bus~~
~~3rd offense—5 school-day suspension from riding the bus~~
~~4th offense—10 school-day suspension from riding the bus/meeting with parent~~
~~Further offenses—individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.~~
- (2) Secondary (7-12)
~~1st offense—warning~~
~~2nd offense—5 school-day suspension from riding the bus~~
~~3rd offense—10 school-day suspension from riding the bus~~
~~4th offense—20 school-day suspension from riding the bus/meeting with parent~~
~~5th offense—suspended from riding the bus for the remainder of the school year~~

Minimum Consequences:

- First Offense – School administration confers with student and notifies parents.
- Second Offense – School administration confers with student and notifies parents. The student is assigned a seat towards the front of the bus for up to four weeks.
- Third Offense - School administration confers with student and notifies parents. Student is removed from the bus for two weeks.
- Fourth Offense - School administration confers with student and notifies parents. Student is removed from the bus for four weeks.
- Fifth Offense - School administration confers with student and notifies parents. Student is removed from the bus for the remainder of the school year.
- Severe Behavior – Consequences may be increased or skipped at school administration discretion depending on severity of violation.

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.

- (3) Other Discipline
Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

- (4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

- (5) Vandalism/Bus Damage
Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.
- (6) Notice
School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.
- (7) Criminal Conduct
In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

- A. Parent and Guardian Notification
The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.
- B. Parents/Guardians Responsibilities for Transportation Safety
Parents/Guardians are responsible to:
 - 1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:
 1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
 2. reckless driving;
 3. improper or erratic traffic lane changes;
 4. following the vehicle ahead too closely;
 5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to

motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

- E. A school bus driver, with the exception of a driver operating a type A-I school bus who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.
2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by

the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual “school bus driver evaluation form” (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in Minn. Stat. § 169.011, Subd. 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road.

If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
 11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
 12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
 13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.
- C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement
1. The holder of a Class A, B, C, or D driver's license, without a school bus

endorsement, may operate a type III vehicle, described above, under the following conditions:

- a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
- b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in "park" during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

- (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes section 122A.18, subdivision 8, or Minnesota Statutes section 123B.03 for school district employees; Minnesota Statutes section 144.057 or Minnesota Statutes Chapter 245C for day care employees; or Minnesota Statutes section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.
- d. Operators shall submit to a physical examination as required by Minnesota Statutes section 171.321, subdivision 2.
- e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
- f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes section 171.321, subdivision 5.
- g. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of violating Minnesota Statutes section 169A.25, section 169A.26, section 169A.27 (driving while impaired offenses), or section 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, section 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
- h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
- i. A person who sustains a conviction, as defined under Minnesota

Statutes section 609.02, of a moving offense in violation of Minnesota Statutes Chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.

- j. Students riding the type III vehicle must have training required under Minnesota Statutes section 123B.90, subdivision 2 (See Section II.B., above).^[1]_{SEP}
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes section 169.451.
 - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I “Activity” Buses Driven by Employees with a Driver’s License Without a School Bus Endorsement

- 1. The holder of a Class D driver’s license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes section 171.321, subdivision 2.

- e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes section 171.02, subdivision 2a(h) - 2a(j).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
- 2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
 - 3. A school bus operated under this section must bear a current certificate of inspection.
 - 4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition.

The information shall state:

1. the student's name and address;
2. the nature of the student's disabilities;
3. emergency health care information; and
4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by Minn. Stat. § 171.321, Subd. 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Driver Training Programs)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notification of Conviction for Violation by a Commercial Driver)
Minn. Stat. § 171.169 (Notification of Suspension of License of Commercial Driver)
Minn. Stat. § 171.321 (Qualifications of School Bus Driver)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)

49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)

Cross References: MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES

I. PURPOSE

The purpose of this policy is to inform the school community and the general public of the position of the school board on visitors to school buildings and other school property.

II. GENERAL STATEMENT OF POLICY

- A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.
- B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS

- A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.
- B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

IV. RESPONSIBILITY

- A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.
- B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and

approval of the procedures.

V. VISITOR LIMITATIONS

- A. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.
- B. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements which are an addendum to this policy or as otherwise specifically authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:
 - 1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
 - 2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.
- C. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

VI. PROCEDURES

- A. The District shall post at all entrances a sign declaring that all visitors shall report to the appropriate school office.
- B. All visitors must register in the office upon arrival and departure.
- C. If necessary, a designated office personnel will escort the visitor to the appropriate area.
- D. Whenever possible, visitors shall provide to appropriate school officials, advanced notice of their planned visit.
- E. Visitors will be provided with a visitor badge or pass which authorizes their presence in the building.
- F. Any school district personnel that see a visitor in the building without

appropriate badge or pass should immediately and courteously escort the visitor to the appropriate office.

- G. Visits with teachers should be done before or after school, or during their preparation time. It is advisable to secure appointments with teachers in advance.
- H. School administrators shall have the discretion to deny any visit or request for a visit.
- I. At the discretion of school administrators, the adoption of more restrictive or more specific rules governing visits to school shall be allowed.
- J. Student Visitor Policy:
 - 1. Students bringing visitors to the school must have permission from the principal to have those persons visiting school. As a general rule, students will not be allowed to have relatives, or friends come to school to visit.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 124D.09 (Post-secondary Enrollment Options ~~Act Program~~)
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)
Minn. Stat. § 609.605, Subd. 4 (Trespasses ~~on School Property~~)

Cross References: *None*

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:
Jenna Wolff
320-395-3005
Lester Prairie Public Schools
wolff@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).
- A. “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.
- B. “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.
- C. “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.
- D. “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.

- E. “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.
- F. “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.
- G. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- H. “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 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- I. “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 Minn. Stat. § 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.

- J. “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 administering 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 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. 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 Minn. Stat. § 122A.20, subd. 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)

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ISD 424 Policy 524

524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY, ~~AND DATA PRIVACY~~ POLICY

I. PURPOSE

This policy sets forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and strategic direction. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend safe and thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of

employment; or civil or criminal liability under other applicable laws.

V. GUIDELINES IN USE OF ELECTRONIC TECHNOLOGIES

- A. Electronic technologies are assets of the district and are protected from unauthorized access, modification, destruction or disclosure. Use of personal devices, while on district property, is subject to all policies and guidelines, as applicable, plus any state and federal laws related to Internet use, including copyright laws.
- B. The district reserves the right to monitor, read, or copy any item on or using the district's electronic technologies, including its network.
- C. Students and employees will not vandalize, damage or disable any electronic technology or system used by the district.
- D. By authorizing use of the district system, the district does not relinquish control over materials on the system or contained in files on the system. Users should not expect privacy in the contents of personal files on the district system.
- E. Routine maintenance and monitoring of electronic technologies, including the district network, may lead to a discovery that a user has violated this policy, another school district policy of the law.

VI. UNACCEPTABLE USES ~~OF ELECTRONIC TECHNOLOGIES & DISTRICT NETWORK~~

- A. While not an exhaustive list, the following uses of the school district ~~system and Internet resources or accounts~~ ~~electronic technologies while either on/off district property and/or personal electronic technologies while on district property and district network ("electronic technologies")~~ are considered unacceptable:
 - 1. Users will not use the school district system or equipment to create, access, review, upload, download, complete, store, print, post, receive, transmit or distribute:
 - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment, discrimination or threatens the safety of others;
 - e. orders for shopping online during time designated as work time by the district;
 - f. storage of personal photos, videos, music or files not related to educational purposes for any length of time; and
 - g. information or materials that could cause damage or danger of disruption to the educational process.
 - 2. Users will not use the school district system or equipment to knowingly or

recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system or equipment to engage in any illegal act or violate any local, state, or federal statute or laws.
4. Users will not use electronic technologies for political campaigning.
5. Users will not use the school district system or equipment to vandalize, damage, or disable the property of another person or organization. Users will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the school district system software, hardware or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
6. Users will not use the school district system or equipment to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
7. Users must not deliberately or knowingly delete a student or employee file.
8. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian

or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

- (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” TikTok, and “Reddit,” and similar websites or applications.
9. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
 10. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 11. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

12. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
 - C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VII. FILTER

- A. With respect to any of its computers with Internet access, and personal devices accessing the district network, the School District will follow the guidelines provided by the Children's Internet Protection Act, and will monitor the online activities of users and employ technology protection measures during any use of such computers by users. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 1. Obscene;
 2. Child pornography; or
 3. Harmful to minors.

- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. An administrator, supervisor or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- D. The school district will educate students about appropriate online behavior

VIII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

IX. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents may have the right at any time to investigate or review the contents of their child’s files and e-mail files in accordance with the school district’s Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child’s individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In

addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act).

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

X. INTERNET USE AGREEMENT

- A. The proper use of the internet and educational technologies and the educational value to be gained from proper usage is the joint responsibility of students, parents and employees of the district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a district account or educational technologies to access the internet.
- C. The internet use agreement form (Appendix I) for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office.

XI. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

XII. USER NOTIFICATION

- A. All users will be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - a. Notification that Internet use is subject to compliance with district policies.

- b. Disclaimers limiting the district's liability relative to:
 - i. Information stored on district disks, hard drives, or servers.
 - ii. Information retrieved through district computers, networks or online resources.
 - iii. Personal property used to access district computers, networks or online resources.
 - iv. Unauthorized financial obligations resulting from use of district resources or accounts to access the Internet.

- C. A description of the privacy rights and limitations of district sponsored or managed Internet accounts.

- D. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

- E. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy and Protection and Privacy of Student Records Policy.

- F. Notification that, should the user violate the district's acceptable use policy, the user's access privileges may be revoked, academic sanctions may result, school disciplinary action may be taken, and/or appropriate legal action may be taken.

- G. Notification all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

- H. Family Notification:
 - 1. Notification that, even though the district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 - 2. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student or the student's parents.

XIII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 5. A statement that the school district's acceptable use policy is available for parental review.

XIV. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
 2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:
1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.
- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
1. the technology provider's employees or contractors have access to educational data only if authorized; and
 2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XV. SCHOOL-ISSUED DEVICES

- A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:
1. any location-tracking feature of a school-issued device;
 2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
 3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.
- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
1. the activity is limited to a noncommercial educational purpose for

instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;
 3. the school district is notified or becomes aware that the device is missing or stolen;
 4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
 5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or
 6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.
- D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XVI. CELL PHONE USE

1. Students are prohibited from using cell phones and other electronic communication devices during the instructional day unless a teacher requests students to use their device for educational purposes. Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct.
2. If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search.

3. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

XVII. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVIII. EMPLOYEES

A. Use of Email

The district provides access to electronic mail for district communication between district employees and students, families, and community.

1. The email system will not be used for outside business ventures or other activities that conflict with board policy.
2. All district emails are subject to review by the district.
3. Appropriate language must be used when communicating using the district email system or network.
4. All emails are assumed to be documents that can be disclosed to the public unless the content of the email is protected as private or confidential information under data privacy laws. All information contained in an email must be treated in accordance with Policy 406, Public and Private personnel Data, and Policy 515, Protection and Privacy of Student Records, regarding student and employee data privacy.
5. All emails to a student's parents or guardians about a student must adhere to the following precautions:
 - a. Do not put information in an email that you would not put on district letterhead.
 - b. Emails containing student information should be sent to the parent or guardian's personal email address unless requested otherwise.
 - c. A phone call is the means for sharing confidential student information. Do not leave voice mail messages containing confidential information.

6. Employees will not provide access to their email accounts to non-employees.
7. All emails should include the employee's name and telephone number at the bottom of the email.
8. It is recommended that electronic mail contain a confidentiality notice, similar to the following:
If the information in this email relates to an individual or student, it may be private data under state or federal privacy laws. This individual private data should not be reviewed, distributed or copied by any person other than the intended recipients(s), unless otherwise permitted under law. If you are not the intended recipient, any further review, dissemination, distribution, or copying of this electronic communication or any attachment is strictly prohibited. If you have received an electronic communication in error, you should immediately return it to the sender and delete it from your system.
9. Employees will report inappropriate emails to administration.
10. Emails having content governed by the district's record retention schedule must be kept in accordance with the retention schedule.

B. Use of Electronic Technologies

1. Electronic technologies are provided primarily for work-related, educational purposes.
2. Inappropriate use of electronic technologies includes, but not limited to:
 - a. Posting, viewing, downloading or otherwise receiving or transmitting offensive, defamatory, pornographic or sexually explicit materials;
 - b. Posting, viewing, downloading or otherwise receiving or transmitting materials that use language or images that advocate violence or discrimination toward other persons;
 - c. Posting, Viewing, downloading or otherwise receiving or transmitting material that may constitute harassment or discrimination contrary to district policy and state and federal law;
 - d. Engaging in computer hacking or other related activities;
 - e. Attempting to, actually disabling or compromising the security of information contained on the district network or any computer; and
 - f. Engaging in any illegal act in violation of any local, state or federal laws.
3. Employees may participate in public internet discussions groups using the electronic technologies, but only to the extent that the participation:
 - a. Is work-related;
 - b. Does not reflect adversely on the district;
 - c. Is consistent with district policy; and
 - d. Does not express any position that is, or may be interpreted as, inconsistent with the district's mission, goal or strategic plan.
4. Employees may not use the district network or electronic technologies to

post unauthorized or inappropriate personal information about another individual on social networks.

5. Employees will observe all copyright laws. Information posted, viewed or downloaded from the internet may be protected by copyright.

C. Employee Responsibilities

1. Employees who are transferring positions or leaving positions must leave all work-related files and electronic technologies, including form letters, handbooks, databases, procedures, and manuals, regardless of authorship, for their replacements.
2. Individual passwords for computers are confidential and must not be shared.
 - a. If an employee's password is learned by another employee, the password should be changed immediately.
 - b. An Employee is responsible for all activity performed using the employee's password.
 - c. No employee should attempt to gain access to another employee's documents without prior express authorization.
 - d. An active terminal with access to private data must not be left unattended and must be protected by password protected screen savers.
3. Employees are expected to use technology necessary to perform the duties of their position.
4. Employees who fail to adhere to district policy are subject to disciplinary action in accordance with their collective bargaining agreement or contract. Disciplinary action may include suspension or withdrawal of internet or email access, payment for damages or repair, termination and/or referral to civil or criminal authorities for prosecution.

XIX. DISTRICT WEB PRESENCE

The district website was established to provide a learning experience for employees and students and to provide a venue for communications with parents and the community.

A. District Website

1. The district will establish and maintain a website. The website will include information regarding the district, its schools, district curriculum, extracurricular activities and community education.
2. The district webmaster will be responsible for maintaining the district website and monitoring district web activity.
3. All website content will support and promote the district's missions, goals and strategic direction.
4. The district's website will provide parents with a web portal to classroom related calendars, grades, attendance, assignments, and resources.

XX. RECORDS MANAGEMENT AND ARCHIVING

All technological data is under the Minnesota Government Data Practices Act, the Family Educational Rights and Privacy Act, Records Retention Schedule, and school board policy.

XXI. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user and the parent or guardian. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

XXII. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including but not limited to loss, damage, or unavailability of data stored on tapes, hard drives, or servers, or for delays of changes in or interruptions of service or mis-deliveries or non-deliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district's educational technologies or the Internet.

XXIII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

- C. The school district educational technologies policy and procedures are available for review by all parents, guardians, staff and members of the community.
- D. Due to the rapid changes in educational technologies, ***the school board shall conduct an annual review of this policy.***

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ____ , 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194(2003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011),
aff’d on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: 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 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
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 519 (Interviews of Students by Outside

Agencies)

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 603 (Curriculum Development)

MSBA/MASA Model Policy 604 (Instructional Curriculum)

MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

MSBA/MASA Model Policy 806 (Crisis Management Policy)

MSBA/MASA Model Policy 904 (Distribution of Materials on School
District Property by Nonschool Persons)

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. Model Policies 601, 603, and 616 address these statutory requirements. In addition, 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 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. “**Comprehensive achievement and civic readiness** ~~World’s best workforce~~” means striving to: meet school readiness goals; 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; **and prepare students to be lifelong learners.**

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, subdivision 3, and teacher evaluations under Minnesota Statute section 122A.40, subdivision 8, or 122A.41, subdivision 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 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.~~

4. Translation services should be provided to the extent appropriate and practicable.

5. 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, 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 ~~comprehensive achievement and civic readiness 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 **Goals; Comprehensive Achievement and Civic Readiness 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 3501.0660 (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 3501.0900-3501.0960 (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)

709.1 BUS ACCIDENT SAFETY POLICY AND PROTOCOL

I. PURPOSE

The purpose of this policy is to state the procedures that will be followed if a traffic crash involving a school bus carrying Lester Prairie School's students occurs within district routes.

II. PROTOCOL AND PROCEDURES

- A. The crash scene will be sealed off by the Law Enforcement, Fire/Rescue, and EMS/Ambulance personnel on scene. Additional assistance will be requested by the on-scene commander to ensure that the only people on scene will be Law Enforcement, Fire/Rescue, EMS/Ambulance, and ISD #424 administration/designee.
- B. One (1) Lester Prairie School administrator or designee will respond immediately to the crash scene. This person will coordinate with the emergency personnel and document injuries and destinations of the injured. The chain of command for this position is: Superintendent, Principal, Dean of Students, Designated Teacher - Mike Bjork.
- C. One (1) bus company official will also respond to the crash scene. This person will coordinate with emergency personnel and school officials on getting bus riders safely off the bus and onto another bus to bring the riders back to the Lester Prairie Schools. This person will also be responsible to bring documentation to the scene that would include the bus number, the route number and map, and a list of riders who should be on that bus.
- D. Law Enforcement, Fire/Rescue, or EMS/Ambulance personnel on scene will establish cellular telephone communication with the Lester Prairie Schools main office as quickly as possible.
Telephone contact numbers for responding emergency agencies are:
1. Minnesota State Patrol: **(507) 285-7410**
 2. McLeod County Sheriff: **(320) 864-3134**
 3. LP Police Dept: **(320) 864-3134**
 4. LP Fire Dept: **(320) 864-3134**
 5. Carver County: **(952) 361-1212**
 6. Ambulance Service - Ridgeview, Glencoe Regional, Hutch Hospital
- E. One (1) Lester Prairie Schools administrator or designee will be at the school main office and will be the contact person between the emergency agencies on scene and the parents of the students on the bus.

- F. A Honeywell Instant Alert message will be sent to all parents with children on board the bus. This alert will provide the bus number and route but WILL NOT provide the exact location of the crash scene. Parents will be directed to assemble in the gymnasium at the Lester Prairie High School.
- G. Depending on the severity of the crash emergency personnel will determine who on the bus will be sent to emergency medical facilities for evaluation. This will be coordinated between the Fire/Rescue, EMS/Ambulance, and School District officials on scene.
- a. Severe Crash - all bus riders will be transported to emergency medical facilities for evaluation even for apparent minor injuries.
- b. Moderate Crash - all bus riders will be evaluated and transported to emergency medical facilities if required. If not transported to an emergency medical facility, bus riders will be transported back to the Lester Prairie Schools via another bus that was sent to the scene
- c. Minor Crash - all bus riders will be evaluated and then transported back to the Lester Prairie Schools by another bus that was sent to the scene.

Emergency personnel and the School District official will document who is transported to emergency medical facilities, where that person was sent, and by what mode of transportation. This information will be relayed to the School District official at the school who will then relay this information to the parents who have gathered at the school.

At no time will any bus rider be released to a parent/guardian at the crash scene. ALL bus riders will either be transported to an emergency medical facility or back to the school. This will allow the emergency personnel and the school district to keep accountability of the riders on the bus.

- H. School bus riders transported back to the Lester Prairie Schools will be re-evaluated at the school by trained medical professionals for undetected injuries. ALL bus riders involved in the crash will be evaluated on the scene and/or again at the Lester Prairie Schools BEFORE being released to a parent/guardian.
- I. All Lester Prairie Schools officials and designees will coordinate with Law Enforcement, Fire/Rescue, EMS/Ambulance, and School Bus Company officials during the investigation of the crash. Information will be released to the public as deemed by Law Enforcement and School Administration.

621 LITERACY AND THE READ ACT

[NOTE: By the 2026-2027 school year, the school district must provide evidence-based reading instruction through a focus on student mastery of the foundational reading skills of phonemic awareness, phonics, and fluency, as well as the development of oral language, vocabulary, and reading comprehension skills. Students must receive evidence-based instruction that is proven to effectively teach children to read, consistent with Minnesota Statutes, sections 120B.118 to 120B.124.]

[NOTE: The 2024 Minnesota legislature renumbered the Read Act statutes to 120B.118 and 120B.119.]

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.

- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.
- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through an MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "spoken language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.

- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved evidence-based reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by MDE.
- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, at least biannually after administering each screener, must give the parent of each student who is not reading at or above grade level timely information about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and

3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and oral language.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.
- C. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- D. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner ("Commissioner") by June 15 in the form and manner determined by the Commissioner.
- E. The school district must include in its literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With

respect to students screened or identified under paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for dyslexia;
2. the number of students universally screened for that reporting year;
3. the number of students demonstrating characteristics of dyslexia for that year; and
4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide reading intervention until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from

the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

- F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner by June 15 each year. The plan must be consistent with the Read Act, and include the following:
1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 2. a process to notify and involve parents;
 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
 5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level;

7. a statement of whether the school district has adopted an MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level; and
 9. the number of teachers and other staff that have completed training approved by the department.
- B. The school district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner beginning June 15, 2024.

VIII. STAFF TRAINING

- A. Beginning July 1, 2024, a school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to:
1. intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. special education teachers;
 4. curriculum directors;
 5. instructional support staff who provide reading instruction; and
 6. employees who select literacy instructional materials for a district.
- B. The school district must provide training from a menu of approved evidence-based training programs to all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68. The Commissioner may grant a school district an extension to these deadlines.

- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
 - 1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 - 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 - 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 - 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including oral academic language development, and build academic literacy; and
 - 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.

- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY INCENTIVE AID USES

The school district must use its literacy incentive aid to support implementation of evidence-based reading instruction. The following are eligible uses of literacy incentive aid:

1. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;
2. evidence-based training using a training program approved by MDE;
3. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.119;
4. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

423 EMPLOYEE-STUDENT RELATIONSHIPS

I. PURPOSE

The school district is committed to an educational environment in which all students are treated with respect and dignity. Every school district employee is to provide students with appropriate guidance, understanding, and direction while maintaining a standard of professionalism and acting within accepted standards of conduct.

II. GENERAL STATEMENT OF POLICY

- A. This policy applies to all school district employees at all times, whether on or off duty and on or off of school district locations.
- B. At all times, students will be treated by teachers and other school district employees with respect, courtesy, and consideration and in a professional manner. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis.
- C. Teachers must be mindful of their inherent positions of authority and influence over students. Similarly, other school district employees also may hold positions of authority over students of the school district and must be mindful of their authority and influence over students.
- D. Sexual relationships between school district employees and students, without regard to the age of the student, are strictly forbidden and may subject the employee to criminal liability.
- E. Other actions that violate this policy include, but are not limited to, the following:
 - 1. Dating students.
 - 2. Having any interaction/activity of a sexual nature with a student.
 - 3. Committing or attempting to induce students or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district.
 - 4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring.

- F. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships.

[Note: Such safeguards may include the following: avoiding altogether or minimizing physical contact, keeping doors open when talking or meeting with students one-on-one, and/or making sure that such meetings with a student take place in rooms with windows and/or others nearby.]

- G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.
- H. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

III. REPORTING AND INVESTIGATION

- A. Complaints and/or concerns regarding alleged violations of this policy shall be handled in accordance with MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons) unless other specific complaint procedures are provided within any other policy of the school district.
- B. All employees shall cooperate with any investigation of alleged acts, conduct, or communications in violation of this policy.

IV. SCHOOL DISTRICT ACTION

Upon receipt of a report, 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. It also may include reporting to appropriate state or federal authorities, including the Minnesota Professional Educator Licensing and Standards Board or the appropriate licensing authority and appropriate agencies responsible for investigating reports of maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

V. SCOPE OF LIABILITY

Employees are placed on notice that if an employee acts outside the performance of the duties of the position for which the employee is employed or is guilty of malfeasance, willful neglect of duty, or bad faith, the school district is not required to defend and indemnify the employee for damages in school-related litigation.

Legal References: Minn. Stat. § 13.43, Subd. 16 (Personnel Data)
Minn. Stat. § 122A.20, Subd. 2 (Suspension or Revocation of Licenses)

Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (Employment; Contracts; Termination)
Minn. Stat. §§ 609.341-609.352 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)
Minn. Rules Part 8710.2100 (Code of Ethics for Minnesota Teachers)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)
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 421 (Gifts to Employees and School Board Members)
MSBA/MASA Model Policy 507 (Corporal Punishment)

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: 2/4/2025

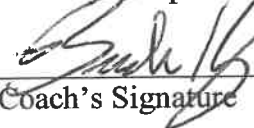
The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2025, enters into this agreement with **Brandon Kutz** for the following extra curricular assignment:

_____ JV Baseball 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

2-7-25

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 Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____ 2025. 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
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EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 2/5/2025

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2025, enters into this agreement with **Angela Christen** for the following extra curricular assignment:

Assistant Varsity Softball Coach BA-2 (7% @ \$42,790.00)

For this assignment you will be paid a total of \$2,995.00. ***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:

Angela Christen
Coach's Signature

2-10-25
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 Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2025. 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: 2/4/25

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2025, enters into this agreement with **Sean Tritabaugh** for the following extra curricular assignment:

Trapshooting Coach BA-1 (4% @ \$41,866.00)

For this assignment you will be paid a total of \$1,675.00. ***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

2-8-25

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 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
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EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 2/4/2025

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2025, enters into this agreement with **Brian Herrmann** for the following extra curricular assignment:

Assistant Varsity Baseball Coach BA-0 (6% @ \$40,941)

For this assignment you will be paid a total of \$2,456.00 **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

2/12/25
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 Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day _____, 2025. 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: 2/4/25

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2025, enters into this agreement with **Arlyn DeBruyckere** for the following extra curricular assignment:

Assistant Trapshooting Coach BA-7 (2% @ \$47,407.00)

For this assignment you will be paid a total of \$948.00. ***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:

Arlyn DeBruyckere
Coach's Signature

02/07/2025
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 Witness thereof, on behalf of the school district, we have subscribed our signatures this

_____ day of _____, 2025. 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: 3/5/2025


The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2025, enters into this agreement with **Emma Blashack** for the following extra curricular assignment:

_____ JV Softball Coach BA-0 (7% @ \$40,941.00) _____

For this assignment you will be paid a total of \$2866. ***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

3/6/25

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 Witness thereof, on behalf of the school district, we have subscribed our signatures this

_____ day of _____, 2025. Ind. District No. 424

Chairperson's Signature

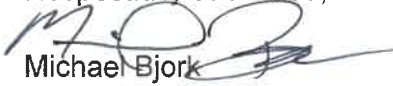
Clerk's Signature

Mr. Mike Lee,

February 28, 2025

After much thought and consideration, I have decided to resign from my position as teacher at Lester Prairie Schools. My resignation will be effective June 30, 2025.

Respectfully submitted,



Michael Bjork

To Lester Prairie Schools/Athletic Department:

With deep heartfelt thought and many fond memories, I have decided to resign as Head Football Coach at Lester Prairie Schools. I have truly enjoyed the players and coaches I have worked with over the past 35 seasons. I can only hope they can think back on their experiences in "The Program" and have half as many good memories I do.

My goal was always to teach the players and coaches alike, life skills as well as the Football skills needed for the season's success.

Sincerely,

A handwritten signature in cursive script that reads "Joseph C. Scoblic". The signature is written in black ink and is positioned above the printed name.

Joseph C. Scoblic

**MINNESOTA PUBLIC SCHOOL DISTRICT NO. 424
SUBSTITUTE TEACHER CONTRACT**

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting held on the _____ day of _____ enters into this contract with Jodi Sanken, a legally qualified and licensed teacher who agrees to teach in the public schools of said district as a substitute teacher according to the following provisions which 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 salary indicated below, and agrees to teach in the school of said district as assigned.

2. **Position:** It is understood that the teacher is contracting to serve in a position as a substitute teacher pursuant to M.S. 123.35, Subd. 5, as amended,. To replace a regular teacher who is absent, and the continuing contract provisions of M.S. 125.12 shall not apply except as otherwise provided by law. The regular teacher referred to herein is Hannah Boger.

3. **Duration:**
 - a. The substitute teacher herein agrees to serve as a substitute teacher pursuant to the terms of this contract from March 10th, 2025, to April 17th, 2025.
 - b. With the option of finishing out the school year.
 - c. Contact may start earlier depending on start of maternity leave.

4. **Calendar:** The teacher's duty days shall be those named on the school calendar 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 school closing for any emergency, the teacher agrees to perform duties on such days in lieu thereof as the school board shall determine.

5. **Additional Services:** The school board, or its designated representative, may assign the teacher to extra curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extra curricular, co-curricular, or other assignments may be described in paragraph 6 of this contract or letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment during the term of this contract. The school board, or its designated representative, may make any additions or amendments to these assignments during the term of the school year as shall be necessary.

6. Special Provisions: (Insert here any other contractual provisions.) In addition, said teacher agrees to perform the following additional services for the additional salary indicated:

a. Additional Service

- 1.
- 2.

b. Other Provisions:

7. In consideration thereof, the school board agrees to pay said teacher the following salary:

\$ <u>185.00 per day</u>	For basic services
\$ _____	For additional services as set forth in paragraph 6
29 days x 185	
\$ <u>5,365.00</u>	Total salary (Position is ineligible for any and all fringe benefits referred to as part of the Master Contract.)

Such salary shall be paid as authorized and in such installments as may be determined by appropriate school board regulation. This contract shall be effective only upon signature by the officers of the school board after authorization for such signatures has been taken by the school board through appropriate action, recorded in its minutes.

IN WITNESS THEREOF I have subscribed by signature this 24th day of February, 2025.

(Teacher) *Jodi Sanchez*

IN WITNESS THEREOF, in behalf of the school district, we have subscribed our signatures this _____ day of _____, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 424

(Chairperson)

(Clerk)