

# Regular School Board Meeting

Monday, November 7, 2022 6:30 PM

LS-H MS/HS Media Center, 901 Ferry St., Le Sueur, MN 56058

## 1. CALL TO ORDER

## 2. PLEDGE OF ALLEGIANCE

## 3. MISSION AND VISION STATEMENTS

## 4. STRATEGIC PLAN REVIEW

## 5. APPROVAL OF AGENDA

## 6. OPEN FORUM

## 7. LE SUEUR-HENDERSON SCHOOL DISTRICT RECOGNIZES

7.1. Donations & Grants Received

7.2. Students of the Month

## 8. REPORTS

### 8.1. Committee Reports

8.1.1. Finance **Presenter:** Director Matt Hathaway

8.1.2. Negotiations **Presenter:** Director Brigid Tuck

8.1.3. MVED **Presenter:** Director Steve Cross

8.1.4. Human Resource **Presenter:** Director Kelsey Schwartz

8.1.5. Policy **Presenter:** Director Gretchen Rehm

8.1.6. Facility Steering **Presenter:** Director Matt Hathaway

8.1.7. Community Ed Council **Presenter:** Director Brigid Tuck

### 8.2. Superintendent Report

8.2.1. Budget Analysis Year to Date

## 9. CONSENT AGENDA

### 9.1. Approval of District Office Consent Items

9.1.1. Minutes of the Regular School Board meeting held on 10.3.2022

9.1.2. Minutes of the Special School Board Meeting held on 10.17.2022

### 9.2. Approval of Business Office Consent Items

### 9.3. Approval of Personnel Consent Items

9.3.1. Hirings:

9.3.1.1. Special Ed. Para- Julie Jones

**10. PURCHASES ABOVE \$5,000**

**11. OLD BUSINESS**

11.1. Approve the third of three readings of policies 503 and 524

**12. NEW BUSINESS**

12.1. Approve First and Final readings on policies: 609, 626, 707.

12.2. Approve the First of three readings for policy 722 and 722 Form.

12.3. Approve the Kendell quotes for High School Entrance.

12.4. Approve Radon Testing proposal.

12.5. Approve the toolcat quote from Lano.

12.6. Approve the second of three readings for policies 527, 534, 603, 604, and 605.

12.7. Approve Jim Wagner, Superintendent, to approve any Bond specific and time-sensitive invoices up to \$150,000.

12.8. Resolution Approving Associate Membership in the Southwest Metro Intermediate District 288

**13. BOARD MEMBER COMMUNICATIONS / IDEAS EXCHANGE**

**14. NEXT MEETING INFORMATION**

14.1. Schedule of Upcoming Meetings

**15. ADJOURN**

**RESOLUTION TO ACCEPT GRANTS AND DONATIONS  
TO THE LE SUEUR-HENDERSON SCHOOL DISTRICT**

**WHEREAS**, the Le Sueur-Henderson School District Board encourages the support of the district's educational programs through the funding and support of grant opportunities and donations that meet the goals and objectives of the school district;

**WHEREAS**, the school district will control and maintain all grants and donations to ensure that the interests of all students are met;

**WHEREAS**, the grants and donations listed below have been reviewed and approved by the administration of the Le Sueur-Henderson School District;

**THEREFORE, BE IT RESOLVED**, by the School Board of Independent School District No. 2397, to accept the following grants and donations for the purposes intended:

- United Methodist Church of Le Sueur - \$1,000 for student athletic needs,
- Le Sueur-Henderson Softball Association - \$734.20 for athletics clothing,
- Prairie Lakes Regional Arts - \$1,250 for the Nutcracker Play in December,
- United Methodist Church of Le Sueur - \$1,000 for student winter clothing needs,
- LSH Basketball Boosters - \$338.59 for a basketball backboard at Hilltop.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed:

Attest:

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk



**ISD 2397  
LE SUEUR-HENDERSON  
PUBLIC SCHOOLS**

General Fund- October 30th, 2022

## Revenue

Revenue	FY 23 ADP Budget	FY23 Received YTD	Budget Remaining	% Remaining
<b>Totals</b>	<b>\$12,691,017.00</b>	<b>\$18,629.05</b>	<b>\$12,675,201.67</b>	<b>99.875382%</b>

## Expenditures

Object Series	FY 23 ADP Budget	FY23 Expended YTD	Budget Remaining	% Remaining
Salaries & Wages	\$6,925,559.00	\$1,035,426.25	\$5,890,132.75	85%
Employee Benefits	\$1,924,682.00	\$339,434.97	\$1,585,247.03	82%
Purchased Services	\$2,792,870.00	\$917,856.30	\$1,875,013.70	67%
Supplies & Materials	\$954,392.00	\$235,406.84	\$718,985.16	75%
Capial Expenditures (Equipment)	\$77,187.00	\$74,464.15	\$2,722.85	4%
Other Expenditures	\$61,800.00	\$35,904.49	\$25,895.51	42%
<b>Totals</b>	<b>\$12,736,490.00</b>	<b>\$2,638,493.00</b>	<b>\$10,097,997.00</b>	<b>79%</b>

BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 2397  
LE SUEUR-HENDERSON PUBLIC SCHOOLS  
MINUTES OF SPECIAL SCHOOL BOARD MEETING  
MSHS MEDIA CENTER/ ZOOM  
October 17, 2022

Item 1.0     **Call to Order:** The special meeting of the Le Sueur-Henderson Board of Education was called to order at 6:30 PM. Board members in attendance were Brigid Tuck, Brian Sorenson, Matt Hathaway , Jenny Burns, Steve Sorenson, Kelsey Schwartz

Members Absent: Gretchen Rehm

Also in attendance: Superintendent Jim Wagner; Alisha Broden, District Business Manager, Henderson Independent

Item 2.0     **Pledge of Allegiance:** The pledge was recited.

Item 3.0     **Approval of Agenda:** Motion by Schwartz, second by Sorenson, carried 6-0, to approve the meeting agenda.

Item 4.0     **New Business**

Item 4.1 Motion by Tuck, second by Schwartz, carried 6-0, to approve Professional Development request for Superintendent Jim Wagner up to 5 days.

Item 4.2 Motion by Cross, second by Burns, carried 6-0 to approve the FY2023 contract for Buildings & Grounds Director.

Item 4.3 Motion by Burns, second by Hathaway, carried 6-0, to approve Bond Survey: Bolten-Menk.

Item 4.4 Motion by Tuck, second by Sorenson, carried 6-0 to approve Geotech for Bond-Braun.

Item 4.5 Motion by Sorenson, second by Cross, carried 6-0 to approve the second the coating on the gym floor at all Hilltop and the High School.

Item 4.6 A Resolution of Governing Board Supporting Form A Application to MSHSL Foundation. Said Resolution is attached hereto and made a part of these minutes. Motion made by Board Member Tuck and upon being seconded by Board Member Schwartz said the following roll call vote duly adopted  
Resolution: 6-0.

Tuck	Yes	Hathaway	Yes
Burns	Yes	Cross	Yes
Sorenson	Yes	Schwartz	Yes

Item 8.0     **Adjourn:** Motion by Cross, second by Hathaway, carried 6-0, to adjourn the meeting at 6:42 PM.



Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 503

Orig. 1995

Revised: \_\_\_\_\_

Rev. ~~2013~~2021

## **503 STUDENT ATTENDANCE**

***[Note: The provisions of this policy substantially reflect statutory requirements.]***

### **I. PURPOSE**

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

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

#### A. Responsibilities

##### 1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

##### 2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

##### 3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

##### 4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's

responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes Section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.

~~b. Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. The school district will provide annual notice to students of the school.~~

- be. The following reasons shall be sufficient to constitute excused absences:

- (1) Illness.
- (2) Serious illness in the student's immediate family.
- (3) A death or funeral in the student's immediate family or of a close friend or relative.
- (4) Medical, dental, or orthodontic treatment, or a counseling appointment.
- (5) Court appearances occasioned by family or personal action.
- (6) Religious instruction not to exceed three hours in any week.
- (7) Physical emergency conditions such as fire, flood, storm, etc.
- (8) Official school field trip or other school-sponsored outing.
- (9) Removal of a student pursuant to a suspension. Suspensions

are to be handled as excused absences and students will be permitted to complete make-up work.

- (10) Family emergencies.
- (11) Active duty in any military branch of the United States.
- (12) A student's condition that requires ongoing treatment for a mental health diagnosis.

***[Note: State law provides that a school board may include other exemptions in the school district's attendance policy. See Minnesota Statutes §section 120A.22, ~~Ssubdivision~~ 12. When considering whether to add other exemptions, school boards should consider the intent of the compulsory attendance law, which recognizes the educational value of regular attendance and class participation, and whether the proposed exemption is consistent with the intent of the law.]***

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Work missed because of absence must be made up within \_\_\_\_ days from the date of the student's return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Vacations with family.
- (6) Personal trips to schools or colleges.
- (7) Absences resulting from cumulated unexcused tardies (\_\_\_\_ tardies equal one unexcused absence).

- (8) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota-Statutes sections--§§ 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.
- (4) Students with unexcused absences shall be subject to discipline in the following manner:
  - (a) From the first through the \_\_\_\_\_ cumulated unexcused absence in a [quarter or semester] the student will not be allowed to make up work missed due to such absence.
  - (b) After the \_\_\_\_\_ cumulated unexcused absence in a [quarter or semester], a student's parent or guardian will be notified by certified mail that his or her child is nearing a total of \_\_\_\_\_ unexcused absences and that, after the \_\_\_\_\_ unexcused absence, the student's grade shall be reduced by one increment for each unexcused absence thereafter.
  - (c) After such notification, the student or his or her parent or guardian may, within a reasonable time, request a conference with school officials regarding the student's absences and the prescribed discipline. The notification will state that the school strongly urges the student's parent or guardian to request such a conference.
  - (d) After \_\_\_\_\_ cumulative unexcused absences in a [quarter or semester] the teacher will reduce the student's letter grade by one increment for each unexcused absence thereafter (i.e. A to A-). However, prior to reducing the student's grade, an administrative conference must be held among the principal, student, and parent.
  - (e) After \_\_\_\_\_ cumulated unexcused absences in a [quarter or semester], the administration may impose the loss of academic credit in the class or classes from which the student has been absent. However, prior to loss of credit, an administrative conference must be held among the principal, student, and parent.

- (f) If the result of a grade reduction or loss of credit has the effect of an expulsion, the school district will follow the procedures set forth in the Pupil Fair Dismissal Act, Minnesota Statutes- sections §§ 121A.40-121A.56.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
2. Procedures for Reporting Tardiness
  - a. Students tardy at the start of school must report to the school office for an admission slip.
  - b. Tardiness between periods will be handled by the teacher.
3. Excused Tardiness

Valid excuses for tardiness are:

  - a. Illness.
  - b. Serious illness in the student's immediate family.
  - c. A death or funeral in the student's immediate family or of a close friend or relative.
  - d. Medical, dental, orthodontic, or mental health treatment.
  - e. Court appearances occasioned by family or personal action.
  - f. Physical emergency conditions such as fire, flood, storm, etc.
  - g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.
4. Unexcused Tardiness
  - a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.
  - b. Consequences of tardiness may include detention after \_\_\_\_ unexcused tardies. In addition, \_\_\_\_ unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

### **III. RELIGIOUS OBSERVANCE ACCOMMODATION**

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

### **IV. DISSEMINATION OF POLICY**

A.1.—— Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

B2.—— The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

### **IV. REQUIRED REPORTING**

#### **A. Continuing Truant**

~~Minnesota- Statutes- §section~~ 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of ~~Minnesota- Statutes- §section~~ 120A.22 and is absent from instruction in a school, as defined in ~~Minnesota- Statutes- §section~~ 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

#### **B. Reporting Responsibility**

When a student is initially classified as a continuing truant, ~~Minnesota- Statutes- §section~~ 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child

at school pursuant to Minnesota Statutes, ~~§section~~ 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes, ~~§section~~ 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes, ~~§section~~ 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter- 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes, ~~section~~§ 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

***[Note: Where truancy services and procedures programs under Minnesota Statutes, ~~Chapter-~~ 260A are available within the school district, the following provisions should also be included in the policy.]***

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes, ~~chapter~~Chapter- 260A.

**Legal References:**

Minn. Stat. § 120A.05 (Definitions)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 120A.34 (Violations; Penalties)  
Minn. Stat. § 120A.35 (Absence from School for Religious Observance)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 260A.02 (Definitions)  
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
Minn. Stat. § 260C.007, ~~§~~subd. 19 (Habitual Truant Defined)  
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)

*Goss v. Lopez*, 419 U.S. 565, ~~95 S.Ct. 729~~ (1975)  
*Slocum v. Holton Board of Education*, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
*Campbell v. Board of Education of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Board of Education of Township High School District No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. School District R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Board of Education*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 524

Orig. 1996

Revised: \_\_\_\_\_

Rev. 20~~22~~<sup>21</sup>

## **524 INTERNET ACCEPTABLE USE AND SAFETY POLICY**

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

### **I. PURPOSE**

The purpose of this policy is to set 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 objectives. 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 thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend 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. UNACCEPTABLE USES**

- A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, 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. information or materials that could cause damage or danger of disruption to the educational process;
  - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school district system 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 to engage in any illegal act or violate any local, state, or federal statute or law.
4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, 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.
5. Users will not use the school district system 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.
6. 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.

***[Note: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the following clarifying paragraphs.]***

- 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," "Reddit," and similar websites or applications.
- 7. 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.
  - 8. 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.
  - 9. 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.
  - 10. 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.

## **VI. FILTER**

***[Note: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts seeking technology revenue pursuant to Minnesota Statutes section 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials. Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]***

### **ALTERNATIVE NO. 1**

***[Note: For a school district that does not seek either state or federal funding in connection with its computer system, the following language should be adopted. It reflects a mandatory requirement under Minnesota Statutes section 125B.15.]***

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

***[Note: The purchase of filtering technology is not required by state law if the school site would incur more than incidental expense in making the purchase. In the absence of filtering technology, school sites still are required to use "other effective methods" to restrict student access to such materials.]***

## **ALTERNATIVE NO. 2**

***[Note: Technology revenue is available to school districts that meet the additional condition of also restricting adult access to inappropriate materials. School districts that seek such state technology revenue may adopt or retain the following language. However, the school district is not required to do so.]***

- A. All school district computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.
- B. All school district computers with Internet access, not just those accessible and available to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

## **ALTERNATIVE NO. 3**

***[Note: School districts that receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy that contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.]***

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. 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. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
  - D. 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.
  - E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

***[Note: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]***

#### **VII. 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.

#### **VIII. 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.

**IX. 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, 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. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

**X. 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.

**XI. USER NOTIFICATION**

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
  - 1. Notification that Internet use is subject to compliance with school district policies.
  - 2. Disclaimers limiting the school district's liability relative to:
    - a. Information stored on school district diskettes, hard drives, or servers.
    - b. Information retrieved through school district computers, networks, or online resources.
    - c. Personal property used to access school district computers, networks, or online resources.
    - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
  - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
  - 4. 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.

5. 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 and/or the student's parents.
6. 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 Pupil Records Policy.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

## **XII. 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.

## **XIII. 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.

#### **XIV. 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.

## **XV. 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. 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 Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, 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. § 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 (8<sup>th</sup> 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)

Revised: 09/03/19

## **626 CONTROVERSIAL TOPICS**

### **I. PURPOSE**

The purpose of this policy is to create guidelines for the discussion of controversial topics in the classroom.

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

It is the policy of the school board to encourage teaching about controversial topics.

### **III. GUIDELINES FOR DISCUSSION**

The guidelines for teaching about controversial topics are as follows:

1. The topics must be appropriate for the concept and/or unit being taught in the subject area. The topics must also be appropriate for the age and development level of the students involved.
2. The topic must be one in which the teacher is knowledgeable.
3. All sides of an issue must be discussed in a balanced presentation. The district's position must be neutral.
4. Approval for speakers must be secured from the building principal prior to the presentation.
5. If material being presented is highly controversial, the principal will request that the teacher notify parents/guardians of the content of the presentation prior to the presentation occurring.
6. Upon the request of a student or parent/guardian, the student will be excused from class during a controversial topic.

**Legal Reference:** None

**Cross References:** District 2397 Policy 601 (Curriculum & Instruction Goals)  
District 2397 Policy 604 (Instructional Curriculum)

*Adopted: September 25, 1995*

*Le Sueur–Henderson Public Schools Policy 707*

*Revised: November 23, 2015*

## **707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS**

### **I. PURPOSE**

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

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

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

### **III. DEFINITIONS**

- A. “Child with a disability” includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of Education. A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district’s discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability. (Minn. Stat. § 125A.02)

- B. “Home” is the legal residence of the child. In the discretion of the school district, “home” also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student’s parent or guardian as the home of a student for part or all of the day, if requested by the student’s parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. (Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)
- C. “Homeless student” means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. (42 U.S.C. § 11434a)
- D. “Nonpublic school” means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minn. Stat. §120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*). (Minn. Stat. §123B.41, Subd. 9)
- E. “Nonresident student” is a student who attends school in the school district and resides in another district, defined as the “nonresident district.” In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student’s parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. (Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 125A.51; Minn. Stat. § 127A.47, Subd. 3)
- F. “Pupil support services” are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located. (Minn. Stat. § 123B.41, Subd. 4)

- G. “School of origin,” for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 U.S.C. § 11432(g)(3)(G))
- H. “Shared time basis” is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minn. Stat. § 120A.22 by attendance at a nonpublic school. (Minn. Stat. § 126C.01, Subd. 8)
- I. “Student” means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (Minn. Stat. § 123B.41, Subd. 11)

#### **IV. ELIGIBILITY**

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside one mile or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student’s parent or guardian. (Minn. Stat. § 123B.88, Subd. 1)
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.
- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district’s expenditures for transportation. (Minn. Stat. § 123B.88, Subd. 10, 11, 12, and 13)
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

## **V. TRANSPORTATION OF NONRESIDENT STUDENTS**

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students. (Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3)
- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation. (Minn. Stat. § 123B.88, Subd. 6)
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. (Minn. Stat. § 127A.47, Subd. 3(b))
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. (Minn. Stat. § 123B.92, Subd. 3(b))

## **VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS**

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minn. Stat. § 124D.03, Subd. 8)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation

of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. (Minn. Stat. § 123B.88, Subds. 1 and 4)

- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. (Minn. Stat. § 124D.041)

## **VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/ STUDENTS WITH TEMPORARY DISABILITIES**

- A. Upon a request of a parent or guardian, a resident student with a disability who is not yet enrolled in kindergarten, who requires special education services in a location other than the student's home, shall be provided transportation to and from the student's home at the expense of the school district and shall not be subject to any distance requirement. (Minn. Stat. § 123B.88, Subd. 1)
- B. Resident students with a disability whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the handicapping condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600)
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. (Minn. Stat. § 125A.65)
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. (Minn. Stat. § 125A.12)

- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district. (Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))
  
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))
  
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
  
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

## **VIII. HOMELESS STUDENTS**

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. (42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))
  
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:

1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked. (42 U.S.C. § 11432(g)(1)(J)(iii)(I))
2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))
3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located. (Minn. Stat. § 125A.51(f))
4. A homeless nonresident student enrolled under Minn. Stat. § 124D.08, Subd. 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. (Minn. Stat. § 123B.92, Subd. 3(c)).

## **IX. AVAILABILITY OF SERVICES**

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. (Minn. Stat. § 123B.88, Subd. 21)

## **X. MANNER OF TRANSPORTATION**

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school

board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means. (Minn. Stat. § 123B.88, Subd. 1)

## **XI. RESTRICTIONS**

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 U.S.C. § 1415 (Individuals with Disabilities Act), 29 U.S.C. § 794 (the Rehabilitation Act), and 42 U.S.C. § 12132, (Americans with Disabilities Act) are governed by these provisions. (Minn. Stat. § 121A.59)

## **XII. FEES**

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. (Minn. Stat. § 123B.36, Subd. 1(10))
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minn. Stat. § 190.05. (Minn. Stat. § 123B.36, Subds. 1(11) and 6)
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. (Minn. Stat. § 123B.36, Subd. 1(13))
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. (Minn. Stat. § 123B.36, Subd. 3)

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)  
Minn. Stat. § 123B.36 (Authorized Fees)  
Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)  
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)  
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)  
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District)  
Minn. Stat. Ch. 125A (Children With a Disability)  
Minn. Stat. § 125A.02 (Children With a Disability, Defined)  
Minn. Stat. § 125A.12 (Attendance in Another District)  
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)  
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)  
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)  
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)  
Minn. Stat. § 126C.01 (General Education Revenue - Definitions)  
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)  
Minn. Stat. § 190.05 (Definitions)  
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)  
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)  
20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)  
42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)  
42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

**Cross References:** Le Sueur–Henderson Public Schools Policy 708 (Transportation of Nonpublic School Students)  
Le Sueur–Henderson Public Schools Policy 709 (Student Transportation Safety Policy)  
Le Sueur–Henderson Public Schools Policy 710 (Extracurricular Transportation)  
MSBA Service Manual, Chapter 2, Transportation

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 609

Orig. 1995

Revised: \_\_\_\_\_

Rev. 202200

## **609 RELIGION**

### **I. PURPOSE**

The purpose of this policy is to identify the status of religion as it pertains to the programs of the school district.

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

- A. The school district shall neither promote nor disparage any religious belief or nonbelief. Instead, the school district encourages all students and employees to have appreciation for and tolerance of each other's views.
- B. The school district also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.
- C. The school district recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music, art, drama, and literature which may have had a religious basis or origin as well as a secular importance.
- D. The school district supports the inclusion of religious music, art, drama, and literature in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented in an objective manner without sectarian indoctrination.
- E. The historical and contemporary values and the origin of various religions, holidays, customs, and beliefs may be explained in an unbiased and nonsectarian manner.

### **III. RESPONSIBILITY**

- A. The superintendent shall be responsible for ensuring that the study of religious materials, customs, beliefs, and holidays in the school district is in keeping with the following guidelines:
  - 1. The proposed activity must have a secular purpose.
  - 2. The primary objective of the activity must be one that neither advances nor inhibits religion.
  - 3. The activity must not foster excessive governmental relationships with religion.
  - 4. Notwithstanding the foregoing guidelines, reasonable efforts ~~will~~ must be made to accommodate any student who wishes to be excused from ~~attendance at school for the purpose of religious instruction or a curricular activity for a religious observance. observance of religious holidays. The school district must provide annual notice to parents of this policy.~~
- B. The superintendent is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion. Approved directives and

guidelines shall be attached as an addendum to this policy.

- Legal References:** U. S. Const., amend. I  
Minn. Stat. § 120A.22, Subd. 12(3) (Compulsory Instruction)  
Minn. Stat. § 120A.35 (Absence ~~F~~from School for Religious Observance)  
Minn. Stat. § 121A.10 (Moment of Silence)  
*Good News Club v. Milford Central School*, 533 U.S. 98, ~~121 S.Ct. 2093, 150 L.Ed.2d 151~~ (2001)  
*Santa Fe Indep. Sch. Dist. v. Doe*, 530 U.S. 290, ~~120 S.Ct. 2266~~ (2000)  
*Tangipahoa Parish Bd. of Educ. v. Freiler*, 530 U.S. 1251, ~~120 S.Ct. 2706~~ (2000)  
*Lemon v. Kurtzman*, 403 U.S.602, ~~91 S.Ct. 2105, 29 L.Ed.2d 745~~ (1971)  
*Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1*, 690 F.3d 996 (8<sup>th</sup> Cir. 2012)  
*Wigg v. Sioux Falls Sch. Dist.*, 382 F.3d 807 (8<sup>th</sup> Cir. 2004)  
*Doe v. School Dist. of City of Norfolk*, 340 F.3d 605 (8<sup>th</sup> Cir. 2003)  
*Stark v. Independent Sch. Dist. No. 640*, 123 F.3d 1068 (8<sup>th</sup> Cir. 1997)  
*Florey v. Sioux Falls Sch. Dist. 49-5*, 619 F.2d 1311 (8<sup>th</sup> Cir. 1980)  
*Roark v. South Iron R-1 Sch. Dist.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)  
*Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728*, 599 F.Supp.2d 1136 (D. Minn. 2009)  
*LeVake v. Independent Sch. Dist. No. 656*, 625 N.W.2d 502 (Minn. App. 2001)  
Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)  
Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)  
Minn. Op. Atty. Gen. 63 (1940)  
Minn. Op. Atty. Gen. 120 (1924)  
Minn. Op. Atty. Gen. 121 (1924)
- Cross References:** MSBA/MASA Model Policy 801 (Equal Access to School Facilities)

INDEPENDENT SCHOOL DISTRICT NO. \_\_\_\_  
**PUBLIC DATA REQUEST FORM**

**TO BE COMPLETED BY THE REQUESTOR**

<b>REQUESTOR NAME (NOT REQUIRED):</b>	<b>PHONE NUMBER:*</b>
<b>ADDRESS:*</b>	<b>EMAIL ADDRESS:*</b>
<b>DATE OF REQUEST:</b>	
<b>DESCRIPTION OF THE INFORMATION REQUESTED:</b> (attach additional page if necessary)	
<b>MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED:</b>	
<b>INSPECTION ONLY</b> _____ <b>COPIES ONLY**</b> _____ <b>BOTH INSPECTION AND COPIES</b> _____ <b>**</b>	
**Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

**FOR OFFICE USE ONLY**

<b>DATE REQUEST RECEIVED:</b>	<b>REQUEST RECEIVED BY:</b>
<b>DATE OF RESPONSE:</b>	<b>RESPONSE PROVIDED BY:</b>

\* Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 722

Orig. 2017

Revised: \_\_\_\_\_

Rev. 2022

## 722 PUBLIC DATA AND DATA SUBJECT REQUESTS

***[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests and data subject requests.]***

### I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

### II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

### III. DEFINITIONS

#### A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

#### B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

#### C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

#### D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

#### E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

#### IV. REQUESTS FOR PUBLIC DATA

- A. All requests for public data must be made in writing directed to the responsible authority.
1. A request for public data must include the following information:
    - a. Date the request is made;
    - b. A clear description of the data requested;
    - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - d. Method to contact the requestor (such as phone number, address, or email address).
  2. ~~Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data. A requestor is not required to explain the reason for the data request.~~
  3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
  4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
    - a. The requested data does not exist; or
    - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
      - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
      - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
    - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

#### **V. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
  1. A request for the preparation of summary data must include the following information:
    - a. Date the request is made;
    - b. A clear description of the data requested;
    - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
  1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or
  3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

#### **VI. DATA BY AN INDIVIDUAL DATA SUBJECT**

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- A.J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

## **VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA**

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:
  - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
  - 2. Date the request is made;
  - 3. A clear description of the data requested;
  - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
  - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

## **VIII. COSTS**

- A. Public Data
  - 1. The school district will charge for copies provided as follows:
    - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
    - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
      - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
      - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
  - 2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

**[Note: the district should identify the payment methods that it will accept.]**

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
  - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
  - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

**IXVII. Annual Review and Posting**

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

**Data Practices Contacts**

**Responsible Authority:**

[Name]

[Location]

[Phone number; email address]

**Data Practices Compliance Official:**

[Name]

[Location]

[Phone number; email address]

**Data Practices Designee(s):**

[Name]

[Location]

[Phone number; email address]

***Legal References:***

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

[Minn. Stat. § 13.01 \(Government Data\)](#)

[Minn. Stat. § 13.02 \(Definitions\)](#)

Minn. Stat. [§ 13.025 \(Government Entity Obligation\)](#)

[Minn. Stat. § 13.03 \(Access to Government Data\)](#)

[Minn. Stat. § 13.04 \(Rights of Subjects to Data\)](#)

[Minn. Stat. § 13.05 \(Duties of Responsible Authority\)](#)

[Minn. Stat. § 13.32 \(Educational Data\)](#)

[Minn. Rules Part 1205.0300 \(Access to Public Data\)](#)

[Minn. Rules Part 1205.0400 \(Access to Private Data\)](#)

***Cross References:***

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)



\*\*\*\*\*  
Quote: SL102022  
\*\*\*\*\*

Date: 10/21/2022

TO: ISD 2397-LSH  
ATTN: Todd Vrklan

Respectfully submitted by Scott Lundgren from our Rochester, MN facility, this is our Proposal to furnish the following Material for the Interior Doors:

- 6 EA - CD-99DT X 990DT X 299 X 3-0 EXIT DEVICE - RIM US26D
- 3 EA - KR4954 X 7-6 REMOVABLE MULLION SP28
- 9 EA - 20-700 626 PRIMUS MORTISE CYLINDERS
- 9 EA - 20-740 626 PRIMUS CORE

\*\*\*\*\*

- 1 EA - KENDELL DOORS INSTALL - LABOR TO INSTALL 6 RIM PANICS WITH CYLINDER DOGGING AND 3 KEYED REMOVABLE MULLIONS AT INTERIOR ALUMINUM DOORS.

\*\*\*\*\*

**PRICE QUOTE: \$16,342.00**

\*\*\*\*\*

(This price includes No Sales Tax)

**TERMS & CONDITIONS:** Our quotation is subject to the following terms and conditions: Acceptance of this quotation by Customer will be acceptance of all terms and conditions as follows and will supersede any conflicting term in any other contract document. Customer’s agreement will be evidenced by Customer’s signature permitting KENDELL Doors & Hardware, LLC (KENDELL) to commence project work. KENDELL will not not commence work until proposal is signed and accepted.

**ACCEPTANCE CONDITIONS:**

1. **SALES TAX:** Increase post-quotation date is the responsibility of the accepting party.
2. **VALID DATE:** 15-days from date of quotation unless extended in writing by KENDELL.
3. **CHANGES IN MATERIAL COSTS** in excess of 5% between the date of the proposal and the date of installation will require an adjustment in the Contract amount.
4. **LEAD TIME:** Stated lead time is an estimate only, given at time of estimate and is subject to change due to material and labor availability.

**5. CHANGES TO CONTRACT TERMS:** Any changes to Contract amount or work scope due to extras, change-orders, delays, acceleration or otherwise will have no time penalties to KENDELL. All information regarding changes will be furnished in writing by Customer to KENDELL. No work will proceed until approvals have been authorized and signed by Customer and KENDELL.

**6. WORK HOURS:** Work is to be performed during KENDELL regular working hours unless otherwise stated in Estimate. All work performed outside regular working hours will be charged for rates or amounts agreed upon by the parties at the time authorized.

**7. WORK STOPPAGE:** KENDELL shall not be required to continue performance if timely payments are not made to KENDELL for suitably performed work or stored materials.

**8. BACK CHARGES:** No claims or back charges by the Customer for materials or services will be valid unless authorized in writing by KENDELL executive.

**9. TERMINATION:** This agreement shall not be cancelled or change by Customer except with the express written consent of an authorized official of KENDELL. In the event a contract or order is cancelled, KENDELL will invoice Customer for amount equal to work, materials and equipment provided to the Project and for materials ordered or stored but not yet installed. Standard payment terms will apply.

**10. DELIVERY:** Product will be delivered by a Kendell Installer at time of installation to:

*Interior Doors (ISD 2397-LSH)*

**CREDIT/ PAYMENT TERMS:**

**1. RETAINAGE:** No retainage is to be held on material invoices.

**2. PROJECT START:** No materials will be ordered, manufactured or supplied until a valid purchase order or prepayment is received.

**3. EXISTING KENDELL CREDIT CUSTOMERS:** To proceed, please provide authorization and a valid Purchase Order #.

**4. NEW/ PRE-PAYMENT CUSTOMERS:** To proceed, please provide pre-payment or credit card information. KENDELL will be paid in full for entire order including special-order material, stock material and labor/install.

**5. EXTENSION OF CREDIT:** KENDELL will approve open credit (via credit application) prior to submission/processing of any order. KENDELL will be provided with the legal description of the property, the name, address and representative of the project Owner. Evidence of adequate and proper financing shall be required. Customer shall promptly notify KENDELL of any changes to Owner’s identity and/or financial status. KENDELL will not be obligated to commence or continue Work in absence of adequate assurances of payment.

The undersigned accepts the terms and conditions herein and agrees to incorporate same into any Contract arising from this Quote.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ PO #: \_\_\_\_\_



\*\*\*\*\*  
Quote: SL102022  
\*\*\*\*\*

Date: 10/21/2022

TO: ISD 2397-LSH  
ATTN: Todd Vrklan

Respectfully submitted by Scott Lundgren from our Rochester, MN facility, this is our Proposal to furnish the following Material for the New Entrance:

- 1 EA - 3470 5-3/4" M16 CRS LHR (SL: SL) HM FRAME @ NEWENTRANCE
- 1 EA - 3470 707 S 18 CRS (FG) LHR HM DOOR @ NEWENTRANCE
- 3 EA - MPB99 4-1/2" X 4-1/2" NRP HINGE 32D
- 1 EA - 98/99GBK-R/M 689 GLASS BEAD KIT
- 1 EA - 99NL X 990NL X 299 X 4-0 EXIT DEVICE - RIM US26D
- 1 EA - 9600-12/24D-630 ELECTRIC STRIKE 630
- 1 EA - 323C X 48"W SWEEP C
- 1 EA - 815A X 48" X 84" WEATHERSTRIP A
- 1 EA - 4040XP.CUSH.689 CLOSER 689
- 1 EA - 10" X 38" .050 US32D KICKPLATE
- 1 EA - BPS-12/24-1 POWER SUPPLY
- 1 EA - 27-7/8" x 64-7/8" x 1/4" CLEAR TEMPERED GLASS - DOOR
- 2 EA - 36" x 80" x 1/4" CLEAR TEMPERED GLASS - SIDELITE GLASS
- 1 EA - 20-709 626 PRIMUS RIM CYLINDER
- 1 EA - 20-740 626 PRIMUS CORE

\*\*\*\*\*

- 1 EA - KENDELL DOORS INSTALL - LABOR TO REMOVE/INSTALL NEW SIDELITE METAL FRAME, FULL GLASS DOOR, RIM PANIC, ELECTRIC STRIKE, CLOSER AND ALL HARDWARE.
- \*ANY WIRING OR ELECTRICAL HOOKUPS BY OTHERS.
- \*METAL FRAME AND DOOR COME PAINTED PRIMED GRAY, PAINTING BY OTHERS.

\*\*\*\*\*

**PRICE QUOTE: \$11,834.00**

\*\*\*\*\*

(This price includes No Sales Tax)

**TERMS & CONDITIONS:** Our quotation is subject to the following terms and conditions: Acceptance of this quotation by Customer will be acceptance of all terms and conditions as follows and will supersede any conflicting term in any other contract document. Customer's agreement will be evidenced by Customer's signature permitting KENDELL Doors & Hardware, LLC (KENDELL) to commence project work. KENDELL will not commence work until proposal is signed and accepted.

**ACCEPTANCE CONDITIONS:**

- 1. SALES TAX:** Increase post-quotation date is the responsibility of the accepting party.
- 2. VALID DATE:** 15-days from date of quotation unless extended in writing by KENDELL.
- 3. CHANGES IN MATERIAL COSTS** in excess of 5% between the date of the proposal and the date of installation will require an adjustment in the Contract amount.
- 4. LEAD TIME:** Stated lead time is an estimate only, given at time of estimate and is subject to change due to material and labor availability.
- 5. CHANGES TO CONTRACT TERMS:** Any changes to Contract amount or work scope due to extras, change-orders, delays, acceleration or otherwise will have no time penalties to KENDELL. All information regarding changes will be furnished in writing by Customer to KENDELL. No work will proceed until approvals have been authorized and signed by Customer and KENDELL.
- 6. WORK HOURS:** Work is to be performed during KENDELL regular working hours unless otherwise stated in Estimate. All work performed outside regular working hours will be charged for rates or amounts agreed upon by the parties at the time authorized.
- 7. WORK STOPPAGE:** KENDELL shall not be required to continue performance if timely payments are not made to KENDELL for suitably performed work or stored materials.
- 8. BACK CHARGES:** No claims or back charges by the Customer for materials or services will be valid unless authorized in writing by KENDELL executive.
- 9. TERMINATION:** This agreement shall not be cancelled or change by Customer except with the express written consent of an authorized official of KENDELL. In the event a contract or order is cancelled, KENDELL will invoice Customer for amount equal to work, materials and equipment provided to the Project and for materials ordered or stored but not yet installed. Standard payment terms will apply.
- 10. DELIVERY:** Product will be delivered by a Kendell Installer at time of installation to:

*New Entrance (ISD 2397-LSH)*

**CREDIT/ PAYMENT TERMS:**

- 1. RETAINAGE:** No retainage is to be held on material invoices.
- 2. PROJECT START:** No materials will be ordered, manufactured or supplied until a valid purchase order or prepayment is received.
- 3. EXISTING KENDELL CREDIT CUSTOMERS:** To proceed, please provide authorization and a valid Purchase Order #.
- 4. NEW/ PRE-PAYMENT CUSTOMERS:** To proceed, please provide pre-payment or credit card information. KENDELL will be paid in full for entire order including special-order material, stock material and labor/install.
- 5. EXTENSION OF CREDIT:** KENDELL will approve open credit (via credit application) prior to submission/processing of any order. KENDELL will be provided with the legal description of the property, the name, address and representative of the project Owner. Evidence of adequate and proper financing shall be required. Customer shall

promptly notify KENDELL of any changes to Owner's identity and/or financial status. KENDELL will not be obligated to commence or continue Work in absence of adequate assurances of payment.

The undersigned accepts the terms and conditions herein and agrees to incorporate same into any Contract arising from this Quote.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ PO #: \_\_\_\_\_

IEA, INC.

# PROPOSAL



## Contact Us:

### BROOKLYN PARK OFFICE

9201 W. BROADWAY, #600  
BROOKLYN PARK, MN 55445  
763-315-7900

### MANKATO OFFICE

610 N. RIVERFRONT DRIVE  
MANKATO, MN 56001  
507-345-8818

### ROCHESTER OFFICE

210 WOOD LAKE DRIVE SE  
ROCHESTER, MN 55904  
507-281-6664

### BRAINERD OFFICE

601 NW 5TH ST. SUITE #4  
BRAINERD, MN 56401  
218-454-0703

### MARSHALL OFFICE

1420 EAST COLLEGE DRIVE  
MARSHALL, MN 56258  
507-476-3599

### VIRGINIA OFFICE

5525 EMERALD AVENUE  
MOUNTAIN IRON, MN 55768  
218-410-9521

[www.ieasafety.com](http://www.ieasafety.com)

800-233-9513

## Short-Term Radon Testing for Le Sueur-Henderson Public Schools

**OCTOBER 12, 2022**

**PROPOSAL #10826**

## Short-Term Radon Testing – Le Sueur-Henderson Public Schools

### PROPOSAL PROVIDED TO:

Todd Vrklan  
Director of Buildings & Grounds  
Le Sueur-Henderson Public Schools  
115 ½ North 5<sup>th</sup> Street  
Le Sueur, MN 56058  
Phone: 612-756-2314  
E-mail: [tvrklan@isd2397.org](mailto:tvrklan@isd2397.org)

### PROPOSAL CONTACT:

Shannon O'Connor  
Senior Project Manager  
IEA, Inc.  
610 North Riverfront Drive  
Mankato, MN 56001  
Phone: 507-345-8818  
E-mail: [shannon.oconnor@ieasafety.com](mailto:shannon.oconnor@ieasafety.com)

### PROJECT INTRODUCTION

IEA, Inc. is pleased to provide this proposal to conduct radon testing in accordance with *Radon Testing in Minnesota Schools, 4/08/2021*, developed by the Minnesota Department of Health (MDH) which provides guidelines and recommendations for radon testing in schools. According to Minnesota Statute 123B.571, school districts that receive authority to use long-term facilities maintenance revenue to conduct radon testing must conduct the testing according to MDH's 'Radon Testing Plan.' MDH recommends that schools initially be tested for radon and re-tested after significant changes occur to building structure or the HVAC system, or every five years.

Because radon levels have been found to vary significantly from room to room, MDH requires that measurements be taken in all occupied or intended to be occupied rooms in contact with the ground, or those located above unoccupied rooms in ground contact (e.g., rooms above basements, crawlspaces, or utility tunnels). Occupied rooms include classrooms, offices, break rooms, laboratories, cafeterias, libraries, auditoriums, and gymnasiums. If a room is found to have a concentration of 4 picocuries per liter (pCi/L) or greater, radon levels should be re-tested with a continuous radon monitor (CRM). If the follow-up test is at or above 4 pCi/L, action should be taken to reduce the levels to below the Action Level.

Testing should take place during normal occupied operating conditions for the building, and when operating conditions for the building are most likely to emphasize a clear characterization of a radon hazard. For most locations in the U.S., including Minnesota, this is during the heating season (November through March).

### SCOPE OF WORK

#### *Determining Sample Locations*

IEA worked with Le Sueur-Henderson Public Schools to determine sampling locations that meet the recommended criteria referenced in the MDH's guidelines.

#### *Placement and Collection of Radon Testing Kits*

- A total of 244 short-term radon testing kits (radon kits) will be included in this project.
  - IEA will place up to 211 radon kits throughout the following buildings:
    - Hilltop Elementary School – 26 Radon Kits
    - Le Sueur-Henderson Middle/High School – 102 Radon Kits
    - Park Elementary School – 75 Radon Kits
    - Ziebarth Learning Center/Community Education – 8 Radon Kits
  - The remaining radon kits will include required duplicate measurements (10% of total radon kits placed) and required blank measurements (5% of total radon kits placed).
- IEA will conduct a second site visit to collect the radon kits in 2-4 days, upon completion of the sampling period.
- The radon kits will be submitted to an accredited laboratory for analysis. Results are typically analyzed on a turnaround time of two business days.

## Short-Term Radon Testing – Le Sueur-Henderson Public Schools

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### Results and Final Report

IEA will present the results to the client as soon as possible after the test results are received, and the results will be attached to the final report. Once IEA has received the results from the lab, a final report will be prepared. The report will include:

- Summary of the testing results
- Building diagrams
- Laboratory analysis documents
- Recommendations, including recommendations for any results above the Action Level

### LIMITATIONS & ASSUMPTIONS

IEA is not responsible for radon kits that are misplaced or removed during the sampling period.

IEA assumes access to all locations and information about the HVAC systems will be provided.

The following conditions are required during the testing period: Closed-building (windows/exterior doors closed, HVAC set to normal and lowest seasonal ventilation, avoiding excessive operation of exhaust systems and no use of fireplaces). Delays and additional expense may occur when test locations are not readily accessible or where requirements for closed-building conditions are not observed per ANSI/AARST MALB 2014 (*with 1/21 revisions*).

Additional or follow-up radon kits will not be placed unless a client-authorized change order is obtained.

Testing will include following the MDH and ANSI/AARST MALB 2014 (*with 1/21 revisions*) requirements for quality assurance measurements by including duplicate radon kits and control radon kits (blanks), as required by the MDH radon measurement licensing program. Spiked radon kits and lab-transit blanks are part of IEA's internal quality assurance program.

By signing this proposal, Le Sueur-Henderson Public Schools is committing to ensure building conditions required to achieve reliable radon test results are met, and to distribute notices across all tested and non-tested buildings no later than the day before testing.

### COMPENSATION

IEA's fee associated with this project as outlined above is **\$7,550**. This fee includes travel expenses, radon kits and laboratory analysis, project management and coordination, and summary report.

This fee is eligible for funding from the state under UFARS 349 – Hazardous Substances.

### SCHEDULE

IEA can proceed with scheduling this project upon receipt of the signed proposal. Scheduling will be coordinated through Todd Vrklan.

Analytical results will be submitted electronically to the district upon receipt from the lab. We expect to have a final report delivered within 15 days of receipt of laboratory testing results.

This proposal is valid for sixty (60) days.

### PROPOSAL TERMS

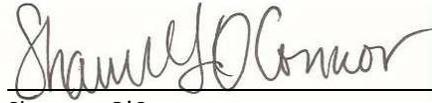
Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal, for more detail.

## Short-Term Radon Testing – Le Sueur-Henderson Public Schools

### AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Short-Term Radon Testing service. Please sign this authorization to proceed and e-mail to [shannon.oconnor@ieasafety.com](mailto:shannon.oconnor@ieasafety.com). Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.



Shannon O'Connor  
Senior Project Manager

\*\*\*

Please select the entities or individuals who may request radon test data from IEA, Inc.:

- Proposal Contact and Superintendent
- Minnesota Department of Health
- Building Administrators (Principals or Building Supervisors)

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal #10826 dated October 12, 2022.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
UFARS Code or PO Number

# **Appendix A**

## *General Conditions*

# General Conditions

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The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

## 1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

### A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

### B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

## C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

## 2. Payment for Services

### A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

### B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

### C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

## 3. Indemnity & Insurance

### A. Indemnity

Consultant shall indemnify and hold harmless Client 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 Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant 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 Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

### B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

# General Conditions (cont'd)

## C. Insurance

- (1) Consultant carries coverage and limits of liability insurance as follows:
  - (a) Workers Compensation with statutory limits.
  - (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
  - (c) Comprehensive General Liability with the following coverage:
    - I. Limit \$1,000,000.00 per occurrence
    - II. \$2,000,000.00 general aggregate
    - III. \$2,000,000.00 products completed/ operations aggregate
    - IV. \$1,000,000.00 personal and advertising injury
    - V. \$300,000.00 fire Damage (any one fire)
    - VI. \$25,000.00 medical expenses (any one person)
  - (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
  - (e) Professional Liability (claims made) with the following coverage:

\$1,000,000.00 per occurrence
  - (f) Contractor Pollution Liability (claims made):

\$1,000,000.00 each occurrence
  - (g) Umbrella Liability.

\$5,000,000.00 each occurrence
- (2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

- (3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

## 4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

## 5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

## 6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

## 7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

## 8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

## 9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

## 10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.

# LANO

**Equipment  
of Norwood**

1015 Hwy. 212 - P.O.Box 299  
NORWOOD YOUNG AMERICA, MN 55368  
(952) 467-2181 Fax (952) 467-3259

LeSueur Henderson School  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Quote/Order? \_\_\_\_\_  
Date: 10/20/2022  
Confirmed: \_\_\_\_\_  
Terms: \_\_\_\_\_

**List Price**

Finance option		
CNH (Case New Holland) Capital Municipal Lease		
60 month leqase with \$1.00 Buy Out		
Lease New 2023 Bobcat Toolcat UW56		
Sale Price \$65,167.00 New 90" Bobcat mower \$6,649.00		
Total purchase \$71,816.00		
Payments as of 10-20-2022 6.69% interest		
Down Payment \$15,000 ( or what ever works)		
4- payments of \$16,699.16 --- 1-12th, 24th, 36th, and 48th month. Buyout in 60th month is \$1.00		
Note* interest rate will change with the prime rate, If the prime rate changes between now and when the machine shows (aprox 6 months) your rate could be higher.		
If the prime went up 1% to 7.69% , payment would increase \$360 per year. Hope it doesn't change that much.		

**Additional Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>Balance</b>	_____
<b>Balance</b>	_____

Sign here to Accept Order



## Product Quotation

Quotation Number: 37658D038054

Date: 2022-10-10 08:54:40

Ship to	Bobcat Dealer	Bill To
LeSueur Henderson High School LeSueur, MN	Lano Equipment of Norwood, Norwood Young America, 1015 HWY 212 WEST P.O. BOX 299 NORWOOD YOUNG AMERICA MN 55368-0299 Phone: (952) 467-2181 Fax: (952) 467-3259  ----- Contact: Paul Lano Phone: 952-467-2181 Fax: 952-467-3259 Cellular: 9522373261 E Mail: paullano@lanoequipnya.com	LeSueur Henderson High School LeSueur, MN

Description	Part No	Qty	Price Ea.	Total
<b>Bobcat UW56</b>	M1225	1	\$66,582.00	\$66,582.00
Adjustable Vinyl Seats	Hydraulic Dump Box			
All-Wheel Steer	Instrumentation: Standard 5" Display with Keyless Start,			
Automatically Activated Glow Plugs	Engine Temperature and Fuel Gauges, Hour meter, RPM			
Auxiliary Hydraulics	and Warning Indicators. Includes maintenance interval			
Variable Flow with dual direction detent	notification, fault display, job codes, quick start, and			
Beverage Holders	security lockouts.			
Bob-Tach	Joystick, Manually Controlled with Lift Arm Float			
Boom Float	Lift Arm Support			
Cargo Box Support	Parking Brake, automatic			
Cruise Control	Power Steering with Tilt Steering Wheel			
Speed Management	Radiator Screen			
Enclosed Cab with HVAC	Rear Receiver Hitch			
Dual Port USB charger	Seat Belts, Shoulder Harness			
Lower Engine Guard	Spark Arrestor Muffler			
Limited Slip Transaxle	Suspension, 4-wheel independent			
Engine and Hydraulic Monitor with Shutdown	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Front LED Work Lights	Toolcat Interlock Control System (TICS)			
Full-time Four-Wheel Drive	Two-Speed Transmission			
Horsepower Management	Machine Warranty: 12 Months, unlimited hours			
Roll Over Protective Structure (ROPS) . Meets Requirements	Bobcat Engine Warranty: Additional 12 Months or total			
of SAE-J1040 & ISO 3471	of 2000 hours after initial 12 month warranty			
Falling Object Protective Structure (FOPS) . Meets				
Requirements of SAE-J1043 & ISO3449, Level I				
Dome Light				
 Deluxe Road Package	M1225-P01-C01	1	\$2,895.00	\$2,895.00
Deluxe Road Package includes: Backup Alarm, Turn Signals,				
Flashers, Tail Lights, Brake Lights, Rear view mirror, Side				
Mirrors, Horn, Rear work lights, and headlights				
 High Flow Package	M1225-R03-C02	1	\$1,736.00	\$1,736.00
29 X 12.5 Turf Tires	M1225-R05-C05	1	\$786.00	\$786.00
Heavy Duty Battery	M1225-R07-C02	1	\$97.00	\$97.00
Attachment Control	M1225-R08-C02	1	\$236.00	\$236.00
Power Bob-Tach	M1225-R14-C03	1	\$1,099.00	\$1,099.00
Radio Option	M1225-R15-C02	1	\$533.00	\$533.00
Traction Control	M1225-R16-C02	1	\$545.00	\$545.00

Engine Block Heater	M1225-A01-C02	1	\$130.00	\$130.00
Interior Trim	M1225-A01-C04	1	\$205.00	\$205.00
Total of Items Quoted				<b>\$74,844.00</b>
Dealer P.D.I.				<b>\$150.00</b>
Freight Charges				<b>\$1,400.00</b>
Dealer Assembly Charges				<b>\$0.00</b>
Other Charges:	Material and Logistics			<b>\$4,934.00</b>
Discount	State Bid			<b>(\$11,227.00)</b>
Discount	Surcharge credit			<b>(\$4,934.00)</b>
Quote Total - US dollars				<b>\$65,167.00</b>

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance: Purchase Order: \_\_\_\_\_

Authorized Signature:

Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_



## Product Quotation

Quotation Number: 37658D038055

Date: 2022-10-10 08:56:46

Ship to	Bobcat Dealer	Bill To
LeSueur Henderson High School LeSueur, MN	Lano Equipment of Norwood, Norwood Young America, 1015 HWY 212 WEST P.O. BOX 299 NORWOOD YOUNG AMERICA MN 55368-0299 Phone: (952) 467-2181 Fax: (952) 467-3259  ----- Contact: Paul Lano Phone: 952-467-2181 Fax: 952-467-3259 Cellular: 9522373261 E Mail: paullano@lanoequipnya.com	LeSueur Henderson High School LeSueur, MN

Description	Part No	Qty	Price Ea.	Total
90" Mower	7143993	1	\$7,487.00	\$7,487.00
Total of Items Quoted				<b>\$7,487.00</b>
Dealer P.D.I.				<b>\$50.00</b>
Freight Charges				<b>\$235.00</b>
Dealer Assembly Charges				<b>\$0.00</b>
Other Charges:	Material and Logistics			<b>\$555.00</b>
Discount	State Bid			<b>(\$1,123.00)</b>
Discount	Surcharge credit			<b>(\$555.00)</b>
Quote Total - US dollars				<b>\$6,649.00</b>

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 605

Orig. 1999

Revised: \_\_\_\_\_

Rev. ~~2022~~1999

## **605 ALTERNATIVE ~~PROGRAMS~~ EDUCATIONAL SERVICES**

### **I. PURPOSE**

The purpose of this policy is to recognize the need for alternative educational ~~programs~~ services for some school district students.

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

The school board recognizes the importance of alternative ~~program options~~ educational services for some students. Circumstances may be such that some students are put at risk of being able to continue or to complete their education programs. It is the policy of the school ~~board~~ district that options shall be made available for some students to select educational alternatives that will enhance their opportunity to complete their education programs, recognizing that some students may become successful learners if given an opportunity to learn in a different environment and through a different learning style.

### **III. RESPONSIBILITY**

A. Any student who is 17 years old who seeks to withdraw from school, and the student's parent or guardian must attend a meeting with school personnel to discuss the educational opportunities available to the student, including alternative educational opportunities and sign a written election to withdraw from school.

B. It shall be the responsibility of the superintendent to identify alternative ~~program~~ educational opportunities to be made available to students who may be at risk, to recommend such alternative programs to the school board for approval, and to familiarize students and parents with the availability of such alternative ~~programs~~ educational services. The superintendent shall, through cooperative efforts with other schools, agencies, and organizations, periodically recommend additional or modified alternative educational ~~programs~~ services to the school board.

B.C. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to alternative programs.

**Legal References:** Minn. Stat. § 120A.22, Subd. 8 (Compulsory Instruction)  
Minn. Stat. § 121A.41, Subd. 11 (Definitions – ~~Alternative Educational Services~~)  
Minn. Stat. § 121A.45, Subd. 1 (Grounds for Dismissal)  
Minn. Stat. § 123A.06 (State-Approved Alternative Programs and Services)  
Minn. Stat. § 124D.66 (Assurance of Mastery Programs)  
Minn. Stat. § 124D.68 (Graduation Incentives Programs)  
Minn. Stat. § 124D.74 (American Indian Language and Cultural Educational Programs)  
Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)

MSBA/MASA Model Policy 604 (Instructional Curriculum)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 604

Orig. 1995

Revised: \_\_\_\_\_

Rev. 202217

## 604 INSTRUCTIONAL CURRICULUM

### I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

### II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. Language arts and basic communication skills including reading and writing, literature, and fine arts;
2. Mathematics and science;
3. Social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. Health and physical education;

***[Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]***

5. The arts;
6. Career and technical education; and
7. World languages.

***[Note: World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates or Minnesota World Language High Achievement Certificates consistent with Minn. Stat. §Minnesota Statutes section 120B.022, subdivision Subd. 1.]***

- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and all courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Elementary and middle schools shall offer at least three, and require at least two, of the following four art areas: dance, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five art areas: media arts, dance, music, theater, and visual arts.
- D. The school board, at its discretion, may offer additional courses in the instructional

program at any grade level.

- E. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- F. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.

### **III. PARENTAL CURRICULUM REVIEW**

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

### **IV. CPR AND AED INSTRUCTION**

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum. ~~for all students in that grade beginning in the 2014-2015 school year and later.~~

- ~~A1.~~ In the school district's discretion, training and instruction may result in CPR certification.
- ~~B2.~~ CPR and AED instruction must include CPR and AED training that have been developed:
  - ~~1a.~~ by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
  - ~~2b.~~ using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- ~~C3.~~ The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- ~~D4.~~ A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

***[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]***

## **V. COLLEGE AND CAREER PLANNING**

**AH.** The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:

1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as team-work, collaboration, creativity, communication, critical thinking, and good work habits;
2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian, if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
5. help students access education and career options;
6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.

**B.** The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.

**C.** Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college-ready.

D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.

E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.

F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

***[Note: Minn. Stat. § 120B.125 requires school districts to provide the services set forth in Section II.H. beginning in the 2013-2014 school year.]***

## **VI. CIVICS TEST**

AI. A student enrolled in a public school must correctly answer at least 30 of 50 civics test questions. A school or district may record on a student's transcript that the student answered at least 30 of 50 civics test questions correctly.

B. "Civics test questions" means 50 of the 100 questions that, as of January 1, 2015, United States eCitizenship and iImmigration sServices officers use to select the questions they pose to applicants for naturalization so the applicants can demonstrate their knowledge and understanding of the fundamentals of United States history and government, as required by federal law. The Learning Law and Democracy Foundation, in consultation with Minnesota civics teachers, must select by July 1 each year 50 of the 100 questions under this paragraph to serve as the state's civics test questions for the proximate school year and immediately transmit the 50 selected civics test questions to MDE and to the Legislative Coordinating Commission, which must post the 50 questions it receives on the Minnesota's Legacy website by August 1 of that year.

C. ~~A school or district~~ The school district may exempt a student with disabilities from this requirement if the student's IEP team determines the requirement is inappropriate and establishes an alternative requirement.

D. ~~A school or district~~ The school district may administer the civics test questions in a language other than English to students who qualify for English learner services.

E. ~~Schools and~~ The school districts may administer civics test questions as part of the social studies curriculum.

F. ~~A~~ The school district must not prevent a student from graduating or deny a student a high school diploma for failing to correctly answer at least 30 of 50 civics test questions.

G. The school district cannot charge a fee related to this requirement.

***[Note: This requirement is effective for students enrolling in grade 9 in the 2017-2018 school year and later.]***

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120B.20 (Parental Curriculum Review)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)  
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; ~~Involuntary Career Tracking~~)

~~Prohibited~~ Personal Learning Plans)

Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)

Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)

MSBA/MASA Model Policy 605 (Alternative Programs)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 603

Orig. 1995

Revised: \_\_\_\_\_

Rev. 202219

## 603 CURRICULUM DEVELOPMENT

***[Note: ~~Minn. Stat. §Minnesota Statutes section~~ 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 6187-620 provide procedures to further implement the requirements of ~~Minn. Stat. §Minnesota Statutes section~~ 120B.11.]***

### I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

### II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

### III. RESPONSIBILITY

~~A.~~ The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long--range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

### IV.B. District Advisory Committee

~~A.~~ The school board shall establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

~~B.~~ The district advisory committee, to the extent possible, shall reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.

~~C.~~ The district advisory committee shall pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes section 124D.59, subdivisions 2 and 2a.

~~D.~~ The district may establish site teams as subcommittees of the district advisory committee.

~~E.~~ The district advisory committee shall recommend to the school board

1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes section 120B.11, subdivision 1a, section 120B.022, subdivisions 1a and 1b, and section 120B.35,
2. district assessments,
3. means to improve students' equitable access to effective and more diverse teachers, and
4. program evaluations.

F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

~~A district advisory committee shall provide assistance at the request of the superintendent. The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the district and its school sites, and shall include parent, teacher, support staff, student, community residents, and administration representation, and shall provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.~~

#### **V. School Site Team**

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

#### **VI. Curriculum Development Process**

- A. Within the ongoing process of curriculum development, the following needs shall be addressed:
  1. Provide for articulation of courses of study from kindergarten through grade twelve.
  2. Identify minimum objectives for each course and at each elementary grade level.
  3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
  4. Provide a program for ongoing monitoring of student progress.
  5. Provide for specific, particular, and special needs of all members of the student community.
  6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.

7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
8. Meet all applicable requirements of the Minnesota Department of Education and federal law.

**BD.** 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. 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. See [Minn. Stat. § Minnesota Statutes section 120B.12](#), Subd. 2.

**CE.** Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of [Minn. Stat. § Minnesota Statutes section 120A.20](#), Subd. 1(c). A student’s plan under this section shall continue while the student is enrolled.

**DF.** The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.

**EG.** The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

**Legal References:**

- Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
- Minn. Stat. § 120B.11 (School District Process)
- Minn. Stat. § 120B.12 (Reading Proficiently ~~and~~ No Later than the End of Grade 3)
- Minn. Stat. § 120B.125(f) (Planning for Students’ Successful Transition to Postsecondary Education and Employment)
- Minn. Rules Part 3500.0550 (Inclusive Educational Program)
- Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
- Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
- Minn. Rules Parts ~~3501.0800-3501.0815~~ [3501.0820](#) (Academic Standards for the Arts)
- Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
- ~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
- Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
- Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
- Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
- 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

**Cross References:**

- MSBA/MASA Model Policy 604 (Instructional Curriculum)
- MSBA/MASA Model Policy 605 (Alternative Programs)
- 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 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)  
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 534

Orig. 2017

Revised: \_\_\_\_\_

Rev. 20192021

## **534 UNPAID MEAL CHARGES SCHOOL MEALS POLICY**

***[Note: ~~In 2021, the Minnesota legislature amended Minnesota Statutes, section 124D.111, which that now states that Minnesota school districts that participate in the national school lunch program must adopt a school meals policy]. United States Department of Agriculture (USDA) Policy Memorandum SP 46-2016 requires all School Food Authorities (i.e., school districts) operating federal school meal programs to have a written and clearly communicated system to address unpaid meal charges by July 1, 2017. USDA Policy Memorandum SP 23-2017 clarified that school districts could adopt a "policy" or "standard practice." Although this document is styled as a "policy," school districts may establish and implement a set of written procedures instead of a policy, provided that the written document explains how the school district will handle situations where students eligible to receive reduced-price or paid meals do not have money in their account or in hand to cover the cost of their meals at the time of service. The policy or standard practice must be implemented throughout the school district.]~~***

***[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]***

***[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid meal charges.]***

### **I. PURPOSE**

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

### **II. PAYMENT OF MEALS**

***[Note: Payment systems and procedures will likely vary from school district to school district. The school district should select one of the following options and delete the remaining options.]***

A. [OPTION 1: *All meal purchases are to be prepaid before meal service begins. [Insert description for how families may add money to students' accounts (e.g., electronic payment options, pay at the school office, etc.).] A student who does not have sufficient funds will not be allowed to charge meals or a la carte items until additional money is deposited in the student's account.*]

[OPTION 2: *Students have use of a meal account. When the balance reaches zero, a student may charge no more than \$[insert amount] or [insert number of meals] to this account]. When an account reaches this limit, a student shall not be allowed to charge further meals or a la carte items until the negative account balance is paid. [Insert description for how families may add money to students' accounts (e.g., electronic payment options, pay at the school office, etc.).]*

[OPTION 3: *Insert a school district-specific process for payment of meals.*]

- B. If the school district receives school lunch aid under Minnesota Statutes, §section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- C. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.
- ~~D.~~ -A student who has been determined to be eligible for free and reduced-price lunch must always must be served a reimbursable meal even if the student has an outstanding debt.
- ~~E.~~ Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.
- ~~DF.~~ The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. The cost of the alternative meal (*[\$[insert amount]*) will be charged to the student's account or otherwise charged to the student.
- ~~EG.~~ When a student has a negative account balance, the student will not be allowed to charge a snack item.
- ~~FH.~~ If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

### III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families will be notified of an outstanding negative balance once the negative balance reaches *[\$[insert amount] or [insert number of meals]*. Families will be notified by *[insert the method used to notify families (e.g., automated calling system, email, letters sent home)]*.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program. A meal will not be taken away from a student with an overdrawn account, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

### IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

- C. Negative balances of more than \$*[insert amount]*, not paid prior to *[enter time period (e.g., end of the month, end of the semester, end of the school year)]*, will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district ~~may not~~ must will not impose any other restriction prohibited under Minnesota Statutes, § section 123B.37 due to unpaid student meal balances. The school district must will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance. deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.

## V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;
  - 2. students and families who transfer into the school district, at the time of enrollment; and
  - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district ~~may~~ must will post the ~~is~~ policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.
- C. If the school district contracts with a third party for its meal services, it must will provide the vendor with its school meals policy. Any contract between the school district will ensure that and any third-party provider with whom the school district entered into either an original or modified contract after July 1, 2021, must ensure that the third-party provider adheres to the school district's school meals policy.

**Legal References:** Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 124D.111, Subd. 4 (School Meals Policies; Lunch Aid; Food Service Accounting)  
 42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
 7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
 7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
 USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
 USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
 USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A  
 Minn. Op. Atty. Gen. 169j (May 14, 2019) (*Letter to Ricker*)

**Cross References:** None

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 527

Orig. 1998

Revised: \_\_\_\_\_

Rev. 202202

## **527 STUDENT USE AND PARKING OF MOTOR VEHICLES; PATROLS, INSPECTIONS, AND SEARCHES**

### **I. PURPOSE**

The purpose of this policy is to provide guidelines for use and parking of motor vehicles by students in school district locations, to maintain order and discipline in the schools, and to protect the health, safety, and welfare of students and school personnel.

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

The policy of this school district is to allow the limited use and parking of motor vehicles by students in school district locations. The position of the school district is that a fair and equitable district-wide student motor vehicle policy will contribute to the quality of the student's educational experience, will maintain order and discipline in the schools, and will protect the health, safety, and welfare of students and school personnel. This policy applies to all students in the school district.

### **III. DEFINITIONS**

- A. "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and "look-alikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the school district, and stolen property.
- B. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent, or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- C. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm, or destruction of evidence), and the age of the student.
- D. "School district location" means property that is owned, rented, leased, or borrowed by the school district for school purposes, as well as property immediately adjacent to such property that may be used for parking or gaining access to such property. A school district location also shall include off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district.

#### IV. STUDENT USE OF MOTOR VEHICLES IN SCHOOL DISTRICT LOCATIONS

Students generally are not permitted to use motor vehicles during the school day in any school district location. Students may use motor vehicles on the high school campus[es] during the school day only if there is an emergency and permission has been granted to the student by (designated school official) to use a motor vehicle. Students are permitted to use motor vehicles in school district locations outside of the school day only on the high school campus[es].

***[Note: This portion of the policy may need to be modified depending upon the designation of the high school campus as open or closed. For example, the school district may choose to adopt language for an open campus in the second sentence such as "Students may use motor vehicles on the high school campus[es] during the school day only during the student's designated lunch period or if there is an emergency and permission has been granted to the student by (designated school official) to use a motor vehicle during the school day."*]**

#### V. STUDENT PARKING OF MOTOR VEHICLES IN SCHOOL DISTRICT LOCATIONS

- A. Students are permitted to park in a school district location as a matter of privilege, not of right. Students driving a motor vehicle to a high school campus may park the motor vehicle in the parking lot designated for student parking only. Students will not park vehicles in driveways, on private property, or in **[other designated areas, e.g., parking lots designated for use only by staff or by the general public]**.
- B. When there are unauthorized vehicles parked on school district 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 district property.

#### VI. PATROLS, INSPECTIONS, AND SEARCHES

School officials may conduct routine patrols of school district locations and routine inspections of the exteriors of the motor vehicles of students. In addition, the interiors of motor vehicles of students in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule.

##### A. Patrols and Inspections

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

##### B. Search of Interior of Student Motor Vehicle

The interiors of motor vehicles of students in school district locations, including glove or trunk compartments, may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule.

The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to withdrawal of parking privileges and to discipline if the student refuses to open a locked motor vehicle under the student's control or its compartments upon the request of a school official.

C. Prohibition of Contraband and Interference with Patrols, Inspections, Searches, and/or Seizures

A violation of this policy occurs when students store or carry contraband in motor vehicles in a school district location or interfere with patrols, inspections, searches, and/or seizures as provided by this policy.

D. Seizure of Contraband

If a search yields contraband, school officials will seize the item and may turn it over to legal officials for ultimate disposition when appropriate.

E. Dissemination of Policy

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

## VII. DIRECTIVES AND GUIDELINES

The superintendent is granted authority to develop and present for school board review and approval reasonable directives and guidelines which address specific needs of the school district related to student use and parking of motor vehicles in school district locations, such as a permit system and parking regulations. Approved directives and guidelines shall be attached as an addendum to this policy.

***[Note: Some school districts may choose to allow students to park their cars in school district locations, such as designated student parking lots, by permit only. Such a permit system can be used to assist in the dissemination and enforcement of the motor vehicle policy. For example, school districts instituting a permit system can advise students who apply for a permit that the motor vehicle policy exists and that their motor vehicles are subject to inspection and search by school officials. An acknowledgment form, such as the sample attached to this policy, can then be utilized to document the notice given and the student's receipt of the policy.]***

***[Note: If a school district institutes a permit system and intends to charge students a fee for parking permits, the procedures in Minnesota Statutes section, Stat. § 123B.38 must be followed before the fees are implemented.]***

## VIII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to withdrawal of parking privileges and/or to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion. In addition, the student may be referred to legal officials when appropriate.

**Legal References:** U. S. Const., amend. IV  
Minn. Const., art. I, §10  
Minn. Stat. § 123B.02, Subds. 1 and 5 (General Powers of Independent School

Districts)

[Minn. Stat. § 123B.38 \(Hearing\)](#)

*New Jersey v. T.L.O.*, 469 U.S. 325, ~~105 S.Ct. 733, 83 L.Ed.2d 720~~ (1985)

**Cross References:**

MSBA/MASA Model Policy 417 (Chemical Use and Abuse)

MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

MSBA/MASA Model Policy 501 (School Weapons Policy)

MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

**EXTRACT OF MINUTES OF MEETING  
OF SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 2397  
\_\_\_\_\_, MINNESOTA**

Pursuant to due call and notice thereof, a meeting of the School Board of Independent School District No. 2397, \_\_\_\_\_, Minnesota, was held on the \_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_ p.m.

The following Board members were present:

and the following were absent:

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

**RESOLUTION APPROVING ASSOCIATE MEMBERSHIP IN THE  
SOUTHWEST METRO INTERMEDIATE DISTRICT 288**

WHEREAS, the 2015 Minnesota State Legislature in Special Session passed Minn. Stat. § 136D.41:

**136D.41 LISTED DISTRICTS MAY FORM INTERMEDIATE DISTRICT.**

Notwithstanding any other law to the contrary, two or more of the Independent School Districts Nos. 108, 110, 111, and 112 of Carver County, Independent School Districts Nos. 716, 717, 719, 720, and 721 of Scott County, and Independent School District No. 2905 of Le Sueur County, whether or not contiguous, may enter into agreements to accomplish jointly and cooperatively the acquisition, betterment, construction, maintenance, and operation of facilities for, and instruction in, special education, career and technical education, adult basic education, and alternative education. Each school district that becomes a party to such an agreement is a "participating school district" for purposes of sections 136D.41 to 136D.49. The agreement may provide for the exercise of

these powers by a joint school board created as set forth in sections 136D.41 to 136D.49.

WHEREAS, a Joint Powers Agreement establishing the SouthWest Metro Intermediate District 288 as a joint powers entity under Minn. Stat. § 471.59 as authorized by Minn. Stat. § 136D.41 was made and entered into in 2016, by and among Independent School District No. 2905 (Tri-City United), Independent School District No. 716 (Belle Plaine), Independent School District No. 717 (Jordan), Independent School District No. 719 (Prior Lake-Savage), Independent School District No. 720 (Shakopee), Independent School District No. 721 (New Prague), Independent School District No. 108 (Central Public Schools), Independent School District No. 112 (Eastern Carver County Schools), Independent School District No. 110 (Waconia), Independent School District No. 111 (Watertown-Mayer), and Independent School District No. 877 (Buffalo-Hanover-Montrose).

WHEREAS, the Intermediate District 288 Joint Powers Agreement in Article IV, Section 1 provides that an independent school district may become of member of Intermediate District 288 with the approval of at least a majority of the Intermediate District 288 Governing Board.

WHEREAS, the Governing Board of Intermediate District 288 voted unanimously at its regular Board Meeting on May 17, 2022, to extend an offer of associate membership to Independent School District No. 2397.

WHEREAS, the Intermediate District 288 Joint Powers Agreement specifies that the independent school district seeking associate membership shall, by action of a majority of its board, adopt a resolution authorizing such school district

to become an associate member of Intermediate District 288. A certified copy of such resolution shall be furnished to the Superintendent of Intermediate District 288, whereupon such school district shall be deemed to be an Associate Member District.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 2397, as follows:

1. That Independent District No. 2397 authorizes its Superintendent or designee to notify the Superintendent of Intermediate District 288 of its decision to accept associate membership in Intermediate District 288:
2. That said associate membership in the Intermediate District shall begin July 1, 2022.
3. As an associate member of Intermediate District 288, Independent School District No. 2397 is not a voting member of Intermediate District 288 but does enjoy access to all programs and services of Intermediate District 288 equal to that of voting member districts.

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

and the following voted against:

whereupon said resolution was declared duly passed and adopted.



**INDEPENDENT SCHOOL DISTRICT 2397  
LE SUEUR-HENDERSON PUBLIC SCHOOLS**

**SCHEDULED MEETINGS/ACTIVITIES**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>TIME</b>	<b>LOCATION</b>
November 7, 2022	Policy Committee Meeting	5:30 PM	MS/HS Media Center
November 7, 2022	Regular School Board Meeting	6:30 PM	MS/HS Media Center & Zoom (if unable to attend in person)
November 15, 2022	Systems Meeting	1 PM- 3 PM	MS/HS Media Center
November 21, 2022	School Board Work Session	6:30 PM	MS/HS Media Center & Zoom (if unable to attend in person)
December 5, 2022	Regular Mtg/TNT/Levy Adopt.	6:30 PM	MS/HS Media Center & Zoom (if unable to attend in person)
December 19, 2022	School Board Work Session	6:30 PM	MS/HS Media Center & Zoom (if unable to attend in person)
January 3, 2023	Organizational School Board Meeting	6:30 PM	MS/HS Media Center & Zoom (if unable to attend in person)