

# Regular School Board Meeting

Monday, August 4, 2025 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

## 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. SW Metro **Presenter:** Director Christa Luna

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

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

8.1.6. Community Ed Council **Presenter:** Director Kelsey Schwartz

8.2. Student Report

8.3. Superintendent Report

8.3.1. Community Ed. Update

8.3.2. M/HS Update

8.3.2.1. Standards Based Grading

[https://www.canva.com/design/DAGsotjMRgw/ljIOfrT8F7NPSbaVVEwjJg/view?utm\\_content=DAGsotjMRgw&utm\\_campaign=designshare&utm\\_medium=link&utm\\_source=viewer](https://www.canva.com/design/DAGsotjMRgw/ljIOfrT8F7NPSbaVVEwjJg/view?utm_content=DAGsotjMRgw&utm_campaign=designshare&utm_medium=link&utm_source=viewer)

8.3.3. Elementary Update

8.4. Board Chair Update

8.4.1.

- Policy 203.6: Consent Agendas
- Superintendent and Board Evaluation
- Changes to the Open Meeting Law

9. **CONSENT AGENDA**

9.1. Approval of District Office Consent Items

9.1.1. Minutes of Special School Board Meeting held on 7.21.25

9.2. Approval of Business Office Consent Items

9.2.1. Authorize Superintendent to Consider and Approve/Disapprove Nonresident Student Tuition Agreements and Enrollment Options Requests on an Individual Basis as received during the 2025-26 School Year.

9.2.2. Authorize School Depositories for the 2025-26 School Year.

9.2.3. Set Co-Curricular Participation and Admission Fees for the 2025-26 School Year

9.2.4. Set Substitute Classified/Custodial Salary for the 2025-26 School Year

9.2.5. Set Substitute Teacher Salary for the 2025-26 School Year

9.2.6. Authorize the Electronic Transfer of Funds for the A/P system via Commerce Bank for the 2025-26 School Year

9.2.7. Authorize Superintendent and/or District Business Manager to Act on Behalf of Board to make Electronic Funds Transfers for the 2025-26 School Year

9.2.8. Authorize Superintendent and/or District Business Manager to Act on Behalf of the Board to Invest, Transfer and Expend Funds within Board Limitations for the 2025-26 School Year

9.2.9. Authorize Treasurer to Invest and Transfer Funds within Statutory Limitations for the 2025-26 School Year

9.3. Approval of Personnel Consent Items

9.3.1. Hirings

9.3.1.1. M/HS Secretary - Lindsey Steinborn

9.3.1.2. ECSE Teacher - Susan Ripp

9.3.1.3. Social Studies Teacher - Linus Turnquist

9.3.1.4. ELA Teacher - Emma Zupke

9.3.1.5. Long-Term 6th Grade Substitute - Sarah Cummings

9.3.1.6. Preschool Teacher - Andrew Goettl

9.3.2. Resignations

9.3.3. Requests

9.3.4. Retirements

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

10.1. Approve curriculum purchases for the 2025-26 school year

10.2. Approve shed for Buildings & Grounds

**11. OLD BUSINESS**

11.1. Approve final of three readings to adopt policy 524.5.

**12. NEW BUSINESS**

12.1. Approve the first and final readings to update policies 707, 513, 515, 516, 521, and 532.

12.2. Approve first of three reading to update policy 509

12.3. Consideration to approve dissolution of Cooperative Sponsorship between Le Sueur-Henderson and Sibley East for Golf beginning with the 25-26 school year.

12.4. Approve 2025-26 M/HS Parent-Student Handbook

12.5. Approve Paraprofessional 2025-27 Master Agreement

12.6. Approve Administrative Support and Secretary 2025-27 Master Agreement

**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 districts 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:

- o Treasures in Town - \$460 for FFA
- o L Swenson Construction - \$500 for Track & Field
- o Le Sueur-Henderson Softball Assoc. - \$3500 for Baseball
- o American Red Cross - \$1000 Scholarship Donation
- o Le Sueur-Scott County Corn/Soybean - \$460 for FFA
- o United Farmer Coop - \$460 - FFA
- o PTO - \$8930 for Elementary Makerspace
- o Louise & Elizabeth Manke Foundation - \$1000 for Elementary Makerspace

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

Signed:

\_\_\_\_\_  
School Board Chair, Brigid Tuck

Attest:

\_\_\_\_\_  
School Board Clerk, Kelsey Schwartz

## **Community Education Update**

**Date: July 31, 2025**

### **Early Childhood**

We are pleased to announce that Andy Goettl has been hired to fill our preschool teaching position. With this hire, our early childhood staffing is now complete, and we are fully prepared for the upcoming school year.

Although our vehicle fair was rained out last May, we are excited to reschedule and offer the event during Giant Days. The Early Childhood team has organized the fair for Saturday morning, August 2nd, near the festival grounds. We look forward to connecting with families and sharing in the celebration.

### **Kids Club**

Summer Kids Club is in full swing! We are thrilled to be using the early childhood wing in the new elementary school. The space allows us to remain in close proximity while still being able to separate students by age groups, creating a more effective and engaging environment.

This summer's field trips include visits to water parks, a local theater production, the Scott County Fair, and more. We would also like to extend a big thank you to the Friends of the Library for funding our transportation through the transit service, making it possible for our kids to visit the Le Sueur Library each week.

### **General Community Education**

Preparations for our fall catalog are nearly complete. We're excited to feature several new after-school classes for middle and high school students, led by our FACS teacher, Deanna Wilson.

From July 26 to August 1, Child's Play Theater worked with local youth to produce "The Little Mermaid." The kids put on a remarkable show after just one week of rehearsals, continuing a tradition that began in 2007.

We also participated in the Giant Days parade again this year, where we enjoyed handing out children's books to families along the route — a great opportunity to promote literacy and connect with our community.

### **Adult Education**

Our Adult Education program is currently on a summer break, with classes set to resume the week following Labor Day. In August, staff will attend Summer Institute in St. Cloud — our annual ABE workshop. We also have our annual beginning of the year meeting, which we use as an important opportunity for consortium-wide planning, professional development, and updates.

As you may be aware, federal funding for Adult Basic Education has been frozen. While this represents about 10% of our ABE budget, we primarily use these funds in collaboration with

local consortiums to provide online ABE classes. We are hopeful that the federal government will release these budgeted and allocated funds soon so we can continue offering a diverse array of programming through our cooperative efforts.



# Le Sueur-Henderson Middle/High School

## Independent School District 2397

### School Board Report August 4, 2025

#### New Classes

- **Fitness for Life- Gabby Bills**  
This course emphasizes knowledge and skills needed for a lifetime of physical fitness. Content may include related topics such as nutrition, stress management and consumer issues. Students may develop and implement a personal fitness plan. The focus of this course is physical fitness.
- **Competitive PE- Josh Prah**  
Students will gain knowledge, experience and opportunity to develop skills in more than competitive sport or activity
- **Crimes Against Humanity- Tia Lerud**  
This course will explore the foundations of different genocides in global history, focusing on how and why these atrocities occur, their lasting consequence(s), and global responses to them. Students will examine case studies: The Holocaust, The Cambodian Genocide, The Armenian Genocide, The Rwandan Genocide, and Native Americans + Westward Expansion in the United States, in order to observe warning signs, patterns, and motivations of perpetrators. Through both primary and secondary sources, supplemental films and readings, students will engage with the difficulty of human history and behavior.  
This course will encourage empathetic thinking, critical discussion, and responsibility. Students will also be expected to reflect on roles of individuals and groups in the preservation of human rights. By the end of this course, students will be knowledgeable in the causes and consequences of genocide - and the importance of learning from the past.

[Treehouse/PATH:](#) (Click the links for more information)

We are working in collaboration with Caitlin Meyer from Le Sueur County to support the implementation of Treehouse and the P.A.T.H. Program in Le Sueur.

[P.A.T.H. Program Flyer](#)

Treehouse

[Treehouse: PATH Program Impact Report](#)

#### Back-to-School planning

- All staff have been hired and have received the necessary technology, usernames, passwords etc.
- Back to School Information and Forms have been sent to families
- Teachers are beginning to prepare their classrooms and curriculum for the school year.

#### Read Act Para Training:

Katie Maier and I completed the Read Act Train the Trainer program and will be training all Paraprofessionals throughout the district this school year.



# Le Sueur-Henderson Public Schools

Independent School District 2397

LS-H Elementary

100 Kingsway Drive

Le Sueur, MN 56058

Phone: (507) 665-4700 □ [www.isd2397.org](http://www.isd2397.org)

## Le Sueur-Henderson Elementary School

### Board Report – July 2025

Submitted by Darren Kern, Elementary Principal

School Board Members,

The summer has certainly flown by, and the elementary office has remained busy in preparation for the upcoming school year. While I always enjoy the work of summer planning, I'm especially eager to welcome our students back—I truly miss having them in the building.

Please find my monthly report below:

#### 1. **Staffing**

I am pleased to report that Le Sueur-Henderson Elementary is fully staffed for the 2025–26 school year. I genuinely believe we have hired some of the most talented and promising educators available. I hold high expectations for our new staff members and am confident that our students are in excellent hands.

#### 2. **Back-to-School Conferences**

Teacher assignments, conference sign-up links, and additional information will be sent to families early next week. These conferences are a vital part of our school's strong start, allowing for meaningful 1:1 time between teachers, students, and families.

#### 3. **Elementary Leadership Team Retreat**

The Elementary Leadership Team (ELT) held our annual summer retreat and finalized both our school-wide theme and building goal for the year.

- **Theme:** *"Uniquely Me, Stronger We"* – emphasizing the value of each individual and how our collective strength builds a positive school community.

- **Building Goal:**

*In order to improve student achievement, we will increase student attendance by 20% by developing meaningful academic and personal connections with students, as evidenced by measurable teacher-student check-ins, individual student goal tracking, and a reduction in chronic absenteeism among identified at-risk students by May 2026.*

#### 4. **Data-Driven Instruction**

This year, we are placing a strong emphasis on data-informed decision making. Teachers will meet regularly with me to review student data and reflect on how that data should guide instructional planning. Our aim is to ensure that every instructional decision is purposeful and targeted to student needs.

#### 5. **MTSS Process Redesign**

Last year, we began redesigning our Multi-Tiered System of Supports (MTSS) process. This framework is essential for identifying and supporting students who need academic or behavioral interventions. The updated system will not only strengthen student achievement but also enhance the support available to teachers as they seek effective strategies for their learners. We are excited to launch this improved model.

*Le Sueur-Henderson Public Schools Commits to a Unified Focus on High Student Achievement*



# Le Sueur-Henderson Public Schools

Independent School District 2397

LS-H Elementary

100 Kingsway Drive

Le Sueur, MN 56058

Phone: (507) 665-4700 □ [www.isd2397.org](http://www.isd2397.org)

## 6. Vertical PLCs and District Collaboration

This year, we are expanding our Professional Learning Communities (PLCs) to include vertical teams. Elementary teachers will now meet with colleagues from both the grade level below and above, creating stronger alignment and continuity. This collaboration is in partnership with the MS/HS, ensuring vertical articulation across the district from PreK through Grade 12. This initiative will support more seamless transitions and consistent instructional practices for students districtwide.

As always, I look forward to the start of a new school year—but this year especially. Without the complications of a building move or READ Act training (for most staff), we can fully refocus on instructional excellence. Our teaching teams are well-balanced and exceptionally strong across all grade levels, and I am eager to see what we can accomplish together for our students.

Thank you, as always, for your continued support. It truly means a great deal to me.

Respectfully,

**Darren Kern**

Elementary Principal

*Revised:*

**203.6 CONSENT AGENDAS**

**I. PURPOSE**

The purpose of this policy is to allow the use of a consent agenda.

**II. GENERAL STATEMENT OF POLICY**

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

**III. CONSENT AGENDAS**

- A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.
- B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.
- C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.
- D. Consent agenda items are approved en masse by one vote of the school board.  
The consent agenda items shall be separately recorded in the minutes.

***Legal References:*** Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

***Cross References:*** MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)

MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)

MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

## **Introduction**

As you may be aware, the Minnesota Legislature made some significant updates to the Open Meeting Law (“OML”) during the 2025 Legislative Session regarding members of local government bodies attending meetings remotely via interactive technology. Specifically, the requirement that remote locations from which members participate in meetings remotely be “open and accessible to the public” has been repealed, and cities are no longer required to disclose the locations of remote member attendees in meeting notices.

## **Analysis of 2025 OML Changes**

Before the recent enactment of the above-mentioned amendments to the OML, Minnesota Statutes, Section 13D.02, which governs remote meeting attendance, previously required that “... each location at which a member of the body is present is open and accessible to the public.” Additionally, the prior statute had a provision allowing an exception to the “open and accessible” requirement for members of the military and people with certain health-related conditions who have been advised against being in a public place by a health care professional. This exception could be used no more than three times in a calendar year. The prior law also required the public body to provide “... notice of any location where a member of the public body will be participating in the meeting by interactive technology ...”. These prior provisions of law have now been repealed and amended by action of the 2025 Legislature so that members of a public body can now attend meetings remotely, from any location, for any reason, and without disclosure of such remote location.

For your reference, the text of the 2025 OML changes is located at the following link: [Chapter 39, Article 6, Section 1](#).

Based on the 2025 law, the requirements for holding meetings via interactive technology are now as follows:

1. All members of the body participating in the meeting, whatever their physical location, can see and hear one another as well as any discussion and testimony presented;
2. Members of the public present at the regular meeting location can hear and see all discussion, testimony, and all votes of members of the body;
3. At least one member of the body is physically present at the regular meeting location; and
4. All votes are conducted by roll call so each member's vote on each issue can be identified and recorded

Additionally, when it comes to meeting notice, if interactive technology is used to conduct a meeting, the notice for that meeting no longer needs to include the locations of members attending remotely. Notice, however, still needs to contain the regular meeting location, a statement that members may participate in the meeting via interactive technology, and needs to meet the other requirements of public meeting in Minnesota Statutes, Section 13D.04, which remain unchanged.

Also, please note that Minnesota Statutes, Section, 13D.02, Subd. 6, which pertains to minutes of such meetings where a member or members are appearing remotely, still requires that: "The minutes for a meeting conducted under this section must reflect the names of any members appearing by interactive technology **and state the reason or reasons for the appearance by interactive technology.**" [emphasis added.]

### **Two Relevant Questions Related to 2025 Law Changes**

1. Location / Distance. One question that has come up is whether remote attendance can be from somewhere distant, such as from out of state. The Minnesota Department of Administration issued an advisory opinion on this in 2018. The Commissioner advised that members can attend meetings from out of state as long as it is from an "open and accessible" location and notice of the location is provided. Given the 2025 amendments to the OML, it would still be true that members can attend meetings from out of state, however, now it would follow that the location of remote attendance, even if out of state, no longer has to be "open and accessible to the public" and such location no longer needs to be

part of the public bodies' meeting notice. Thus, neither accessibility to the public nor distance are relevant factors under the current law for remote attendance.

2. Closed Meetings. Another question that has come up regarding the updates to the OML is whether members of the public body are able to attend legally authorized closed meetings remotely. Under prior law, the "open and accessible" requirement made it questionable whether a council member could legally participate in a closed session from a remote location. With that requirement repealed the only other consideration now is Minnesota Statutes, Section 13D.02, Subd. 3, which states that: "If interactive technology is used to conduct a meeting, to the extent practical, a public body shall allow a person to monitor the meeting electronically from a remote location." The phrase "to the extent practical" means to the degree that is feasible and capable of being done with reasonable effort, considering factors such as time, resources, and potential obstacles, and is not an absolute mandatory requirement. Because a closed meeting of a public body, by law, is not open to the public, it follows that allowing the general public to monitor a closed meeting remotely would not be practical and would be contrary to the underlying legal authority for a closed meeting. As a result, with the repeal of the open and accessible requirement, there is now no question that a member of a public body may legally remotely attend a properly closed meeting.

This conclusion, however, does not change the requirements for a public body to specifically meet all legal requirements for closing a meeting including notice and identifying specific legal authority under which the meeting may be closed (e.g., labor negotiations strategy, offers or counteroffers for the purchase or sale of real property, attorney/client privilege, etc.). It also does not change the fact that members of the public body attending a closed meeting remotely must take steps at their remote meeting location to ensure that unauthorized persons cannot hear or see any portion of the closed meeting. This means such members should minimally wear headphones and be in a location where no other persons can hear or see the closed meeting discussion.

BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 2397  
LE SUEUR-HENDERSON PUBLIC SCHOOLS  
MINUTES OF SPECIAL SCHOOL BOARD MEETING  
MS/HS MEDIA CENTER AND ZOOM  
JULY 21, 2025

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, Jenny Burns, Kelsey Schwartz, Matt Hathaway, Gretchen Rehm. Christa Luna and Brooke Wentzlaff via zoom.

Members Absent:

Also in attendance: Superintendent Jim Wagner; Administrative Assistant, Rachel Scheffler.

Item 2.0      **Pledge of Allegiance:** Pledge recited

Item 3.0      **Approval of Agenda:** Motion by Burns, second by Hathaway, carried 4-0, to approve the meeting agenda.

Item 4.0      **Consent Agenda:** Motion by Burns, second by Tuck, carried 4-0, to approve the following consent items:

Item 4.1 **District Office Consent Items:**

Item 4.1.1 Minutes of 6.9.25 Regular School Board Meeting and 6.25.25 Special School Board Meeting.

Item 4.2 **Personnel Consent Items:**

Item 4.2.1 Hirings:

Item 4.2.1.1 ELL Teacher - Marilyn Stutsman

Item 4.2.1.2 Night Custodian - Alyssa Hoff

Item 4.2.1.3 Volleyball Coach - Morgan Schwandt

Item 4.2.1.4 Science Teacher - Marcus Eidahl

Item 4.2.2 Resignations:

Item 4.2.2.1 M/HS Secretary - Carly Ballman

Item 4.2.2.2 M/HS Teacher - Diana Jennings

Item 4.2.2.3 M/HS Teacher - Christine Karst

Item 5.0      **Purchases above \$5,000:**

Item 5.1 Motion by Hathaway, second by Burns, carried 4-0, to approve MIST renewal for 2025-26.

Item 5.2 Motion by Tuck, second by Burns, carried 4-0, to approve MSBA renewal for 2025-26.

*Director Rehm arrived at 6:36 PM*

Item 5.3 Motion by Burns, second by Hathaway, carried 5-0, to approve M/HS boiler repairs.

Item 6.0      **New Business**

Item 6.1 Motion by Rehm, second by Hathaway, carried 5-0 , to authorize Superintendent, Jim Wagner to act as the Identified Official with Authority (IOwA) and Rachel Scheffler (Administrative Assistant) to act as the IOwA Proxy to add and remove names only for Le Sueur-Henderson School District 2397-01 effective July 1, 2025.

Item 6.2 Motion by Tuck, second by Rehm, carried 5-0, to approve PD Presenter: Tom Schimmer - Grading Best Practices.

Item 6.3 Motion by Rehm, second by Hathaway, carried 5-0 , to approve 2025-26 M/HS Staff Handbook.

Item 6.4 Motion by Burns, second by Rehm, carried 5-0, to approve 2025-26 Substitute Handbook.

Item 7.0      **Closed Session**

Item 7.1 Motion by Burns, second by Hathaway, carried 5-0, to approve entering into closedSession as permitted by Minnesota Statute § 13D.03; 13D.05, subd. 3 to discuss property.

Item 8.0      **Open Session**

Item 8.1 Motion by Rehm, second by Hathaway, carried 5-0, to approve reopening Special Meeting.

Item 9.0      **Adjourn:** Motion by Rehm, second by Burns, carried 5-0, to adjourn the meeting at 7:12 PM.

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Board Clerk

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Board Chair

Approved on: August 4, 2025

## 2025-2026 Activity Fees

School District 2397 requires that a fee be paid *prior to the first day of practice* in all extra-curricular activities. Fees are used to help offset the cost of equipment, supplies, officials, transportation and other co-curricular related costs. **Family max of \$500.00.**

### **FALL SEASON:**

Football	Middle School - \$90.00	High School - \$140.00
Cross Country	Middle School - \$70.00	High School - \$110.00
Volleyball	Middle School - \$70.00	High School - \$110.00
Girls Tennis	Middle School - \$70.00	High School - \$110.00
Swimming and Diving	Middle School - \$120.00	High School - \$120.00

### **WINTER SEASON:**

Boys/Girls Hockey		High School - \$260.00
Wrestling	Middle School - \$80.00	High School - \$120.00
Boys/Girls Basketball	Middle School - \$80.00	High School - \$120.00
Girls Dance	Middle School - \$120.00	High School - \$120.00
Gymnastics	Middle School - \$155.00	High School - \$155.00

### **SPRING SEASON:**

Baseball	Middle School - \$70.00	High School - \$110.00
Softball	Middle School - \$70.00	High School - \$110.00
Boys/Girls Track	Middle School - \$70.00	High School - \$110.00
Boys/Girls Golf	Middle School - \$70.00	High School - \$110.00

### **NON-ATHLETIC FEES:**

Middle School Play	Middle School - \$60.00	
One-Act Play		High School - \$60.00
Fall Play		High School - \$70.00
Knowledge Bowl	Middle School - \$60.00	High School - \$70.00
Speech	Middle School - \$60.00	High School - \$70.00

### **Activity Passes:**

Adult Pass \$75.00

Sr. Citizen Pass \$30.00(60-65)

Sr. Citizen Pass (ISD 2397 tax payers) **Free(65+)**

### **Gate Admission Prices (MRC Policy)**

**(All Credit Card purchases subject to Service Fee)**

Students & Senior Citizens \$5.00

Adults \$7.00



## Employment Recommendation Le Sueur - Henderson School District

**Position:** MS/HS Secretary

**Recommended Candidate:** Lindsey Steinborn

**Recommended by:** Cindy Schmidt **Date:** 7/21/25

To be completed by administrator:

Candidate has current & appropriate certification:	NA
Reference checks completed:	Yes
Years of experience granted:	NA
Step Placement:	NA
Highest degree currently held:	NA
Lane Placement:	NA
Credits beyond highest degree granted:	NA
Hourly/ Salary Rate	\$17.63/Hr

<input type="checkbox"/>	New Position	
<input checked="" type="checkbox"/>	Existing Position	Replacing: Pam Mediger

**Additional Information:**

- Pending background check

Approval of Principal: *Cynthia Schmidt* *7/21/25*

Electronic Signature Date

Approval of Superintendent:

Electronic Signature Date



## Employment Recommendation Le Sueur - Henderson School District

**Position: Early Childhood Special Education Teacher**

**Recommended Candidate: Susan Ripp**

**Recommended by: Kern      Start/ Hire Date: 8/13/25**

To be completed by administrator:

Candidate has current & appropriate certification:  
 Reference checks completed:  
 Years of experience granted:  
 Step Placement:  
 Highest degree currently held:  
 Lane Placement:  
 Credits beyond highest degree granted:  
 Hourly/ Salary Rate

Pending
Yes
0
1
MA
MA
0
\$46,941

New Position  
 Existing Position      Replacing: Laura Anderson

**Additional Information:**  
 \$46,941 pending receipt of teaching license and out of field placement

Approval of Principal:      Darren Kern      7/24/25

Electronic Signature      Date

Approval of Superintendent:

Electronic Signature      Date



## Employment Recommendation Le Sueur - Henderson School District

**Position: Social Studies Teacher**

**Recommended Candidate:** Linus Tunquist

**Recommended by:** Cindy Schmidt **Date:** 7/22/25

To be completed by administrator:

Candidate has current & appropriate certification:	yes
Reference checks completed:	Yes
Years of experience granted:	0
Step Placement:	1
Highest degree currently held:	Masters
Lane Placement:	MA
Credits beyond highest degree granted:	0
Hourly/ Salary Rate	\$46,941

<input type="checkbox"/>	New Position	
<input checked="" type="checkbox"/>	Existing Position	Replacing: Christine Karst

**Additional Information:**

- Pending License approval

Approval of Principal: *Cynthia Schmidt* 7/22/25

Electronic Signature Date

Approval of Superintendent:

Electronic Signature Date

**Share with District Office (Jim, Rachel, Todd, Ky, Rod) & Technology (Bruce) via Google Drive**



## Employment Recommendation Le Sueur - Henderson School District

**Position:** ELA Teacher

**Recommended Candidate:** Emma Zupke

**Recommended by:** Cindy Schmidt **Date:** 7/26/25

To be completed by administrator:

Candidate has current & appropriate certification:

yes

Reference checks completed:

Yes

Years of experience granted:

0

Step Placement:

1

Highest degree currently held:

BA

Lane Placement:

BA

Credits beyond highest degree granted:

0

Hourly/ Salary Rate

\$40,788

X

New Position

Existing Position

Replacing: Diana Jennings

**Additional Information:**

Approval of Principal: *Cynthia Schmidt* **7/26/25**

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

Share with District Office (Jim, Rachel, Todd, Ky, Rod) & Technology (Bruce) via Google Drive



## Employment Recommendation Le Sueur - Henderson School District

**Position:** 6th Grade Long-term sub (Cortnee DePoppe)

**Recommended Candidate:** Sarah Cummings

**Recommended by:** Cindy Schmidt **Date:** 7/28/25

To be completed by administrator:

Candidate has current & appropriate certification:	No
Reference checks completed:	Yes
Years of experience granted:	4
Step Placement:	5
Highest degree currently held:	BA
Lane Placement:	BA
Credits beyond highest degree granted:	0
Hourly/ Salary Rate	44,324

<input type="checkbox"/>	New Position	
<input checked="" type="checkbox"/>	Existing Position	Replacing: Cortnee DePoppe

**Additional Information:**

- Aug 18-Nov 9, 2025

Approval of Principal: *Cynthia Schmidt* 7/28/25

Electronic Signature Date

Approval of Superintendent:

Electronic Signature Date

**Share with District Office (Jim, Rachel, Todd, Ky, Rod) & Technology (Bruce) via Google Drive**



## Employment Recommendation Le Sueur - Henderson School District

**Position:** Preschool Teacher

**Recommended Candidate:** Andrew Goettl

**Recommended by:** Nathan Warden

**Date:** 7/29/2025

To be completed by administrator:

Candidate has current & appropriate certification:

Yes

Reference checks completed:

Yes

Years of experience granted:

Yes

Step Placement:

1

Highest degree currently held:

B.A.

Lane Placement:

B.A.

Credits beyond highest degree granted:

NA

<input type="checkbox"/>
<input checked="" type="checkbox"/>

New Position

Existing Position

Replacing: Emi Wagner

**Additional Information:**

- This hiring fills our remaining preschool position for the upcoming school year

Approval of Principal: Nathan Warden

7/29/2025

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date



15 E Midland Ave St 502  
Paramus, NJ, 07652-2938

Le Sueur-Henderson ISD 2397

Katie Maier  
Curriculum Director  
Le Sueur-Henderson ISD 2397  
115 1/2 N 5th St Ste 200  
Le Sueur, MN 56058-1820

**Quote Number:** Q-169262  
**Quote Creation Date:** 6/5/2025  
**Quote Expiration Date:** 9/30/2025

Le Sueur-Henderson ISD 2397 enVision Math K-7 ; 6YR Updated  
Price Quote Summary

Solution	Base Amount	Free Amount	Total
enVision Math	\$66,198.50	\$10,901.50	\$66,198.50
ENVISION MATH GR. 6-8	\$0.00	\$2,133.00	\$0.00
ENVISION MATH V2.0	\$3,426.00	\$22,190.00	\$3,426.00
enVisionmath 6-8	\$15,390.00	\$1,422.00	\$15,390.00
enVisionMATH® for Professional Development	\$2,300.00	\$0.00	\$2,300.00
<b>Solution Subtotal:</b>	<b>\$87,314.50</b>	<b>\$36,646.50</b>	<b>\$87,314.50</b>

Shipping and Handling:	\$6,199.96
<b>Total:</b>	<b>\$93,514.46</b>



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Price Quote Detail

enVision Math

enVision Mathematics c2024 National - Grade K

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781418847104	ENVISION MATHEMATICS 2024 NATIONAL STUDENT EDITION 6-YEAR SUBSCRIPTION +6-YEAR DIGITAL COURSEWARE LICENSE GRADE K	\$150.00	0	60	\$0.00	\$9,000.00
enVision Mathematics c2024 National - Grade K - Subtotal:					\$0.00	\$9,000.00

enVision Mathematics ©2020 - Grade K

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134959849	ENVISION MATHEMATICS 2020 NATIONAL TEACHER EDITION PACKAGE GRADE K	\$722.50	3	0	\$2,167.50	\$0.00
enVision Mathematics ©2020 - Grade K - Subtotal:					\$2,167.50	\$0.00

enVision Mathematics c2024 National - Grade 1

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781418847111	ENVISION MATHEMATICS 2024 NATIONAL STUDENT EDITION 6-YEAR SUBSCRIPTION +6-YEAR DIGITAL COURSEWARE LICENSE GRADE 1	\$150.00	0	65	\$0.00	\$9,750.00
9780134959856	ENVISION MATHEMATICS 2020 NATIONAL TEACHER EDITION PACKAGE GRADE 1	\$722.50	3	0	\$2,167.50	\$0.00
enVision Mathematics c2024 National - Grade 1 - Subtotal:					\$2,167.50	\$9,750.00

enVision Mathematics ©2020 - Grade 1

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134961811	ENVISION MATHEMATICS 2020 TODAY'S CHALLENGE TEACHER GUIDE GRADE 1	\$71.00	3	0	\$213.00	\$0.00
enVision Mathematics ©2020 - Grade 1 - Subtotal:					\$213.00	\$0.00

enVision Mathematics c2024 National - Grade 2



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ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781418847128	ENVISION MATHEMATICS 2024 NATIONAL STUDENT EDITION 6-YEAR SUBSCRIPTION +6-YEAR DIGITAL COURSEWARE LICENSE GRADE 2	\$150.00	0	70	\$0.00	\$10,500.00
enVision Mathematics c2024 National - Grade 2 - Subtotal:					\$0.00	\$10,500.00

enVision Mathematics ©2020 - Grade 2

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134959863	ENVISION MATHEMATICS 2020 NATIONAL TEACHER EDITION PACKAGE GRADE 2	\$722.50	3	0	\$2,167.50	\$0.00
9780134961828	ENVISION MATHEMATICS 2020 TODAY'S CHALLENGE TEACHER GUIDE GRADE 2	\$71.00	3	0	\$213.00	\$0.00
enVision Mathematics ©2020 - Grade 2 - Subtotal:					\$2,380.50	\$0.00

enVision Mathematics c2024 National - Grade 3

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781418847135	ENVISION MATHEMATICS 2024 NATIONAL STUDENT EDITION 6-YEAR SUBSCRIPTION +6-YEAR DIGITAL COURSEWARE LICENSE GRADE 3	\$150.00	0	85	\$0.00	\$12,750.00
enVision Mathematics c2024 National - Grade 3 - Subtotal:					\$0.00	\$12,750.00

enVision Mathematics © 2020 Common Core - Grade 3

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134959627	ENVISION MATHEMATICS 2020 QUICK & EASY CENTER KIT GRADE 3	\$285.50	0	4	\$0.00	\$1,142.00
9780134963174	ENVISION MATHEMATICS 2020 PRACTICES POSTERS GRADE 3	\$18.50	4	0	\$74.00	\$0.00
enVision Mathematics © 2020 Common Core - Grade 3 - Subtotal:					\$74.00	\$1,142.00

enVision Mathematics ©2020 - Grade 3

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134961842	ENVISION MATHEMATICS 2020 TODAY'S CHALLENGE TEACHER GUIDE GRADE 3	\$71.00	4	0	\$284.00	\$0.00
enVision Mathematics ©2020 - Grade 3 - Subtotal:					\$284.00	\$0.00

enVision Mathematics c2024 National - Grade 4



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ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781418847142	ENVISION MATHEMATICS 2024 NATIONAL STUDENT EDITION 6-YEAR SUBSCRIPTION +6-YEAR DIGITAL COURSEWARE LICENSE GRADE 4	\$150.00	0	80	\$0.00	\$12,000.00
enVision Mathematics c2024 National - Grade 4 - Subtotal:					\$0.00	\$12,000.00

enVision Mathematics ©2020 - Grade 4

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134959894	ENVISION MATHEMATICS 2020 NATIONAL TEACHER EDITION PACKAGE GRADE 4	\$722.50	3	0	\$2,167.50	\$0.00
9780134954639	ENVISION MATHEMATICS 2020 LANGUAGE SUPPORT HANDBOOK GRADE 4	\$161.00	3	0	\$483.00	\$0.00
9780134959924	ENVISION MATHEMATICS 2020 NATIONAL MATH DIAGNOSIS & INTERVENTION SYSTEM PART 2 GRADE 4/6	\$200.00	0	3	\$0.00	\$600.00
9780134959924	ENVISION MATHEMATICS 2020 NATIONAL MATH DIAGNOSIS & INTERVENTION SYSTEM PART 2 GRADE 4/6	\$200.00	0	3	\$0.00	\$600.00
enVision Mathematics ©2020 - Grade 4 - Subtotal:					\$2,650.50	\$1,200.00

enVision Mathematics © 2020 Common Core - Grade 4

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134961859	ENVISION MATHEMATICS 2020 TODAY'S CHALLENGE TEACHER GUIDE GRADE 4	\$71.00	3	0	\$213.00	\$0.00
9780134963181	ENVISION MATHEMATICS 2020 PRACTICES POSTERS GRADE 4	\$18.50	3	0	\$55.50	\$0.00
enVision Mathematics © 2020 Common Core - Grade 4 - Subtotal:					\$268.50	\$0.00

enVision Mathematics c2024 National - Grade 5

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781418847159	ENVISION MATHEMATICS 2024 NATIONAL STUDENT EDITION 6-YEAR SUBSCRIPTION +6-YEAR DIGITAL COURSEWARE LICENSE GRADE 5	\$150.00	0	60	\$0.00	\$9,000.00
enVision Mathematics c2024 National - Grade 5 - Subtotal:					\$0.00	\$9,000.00

enVision Mathematics ©2020 - Grade 5



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ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134959641	ENVISION MATHEMATICS 2020 QUICK & EASY CENTER KIT GRADE 5	\$285.50	0	3	\$0.00	\$856.50
9780134961866	ENVISION MATHEMATICS 2020 TODAY'S CHALLENGE TEACHER GUIDE GRADE 5	\$71.00	3	0	\$213.00	\$0.00
9780134954646	ENVISION MATHEMATICS 2020 LANGUAGE SUPPORT HANDBOOK GRADE 5	\$161.00	3	0	\$483.00	\$0.00
enVision Mathematics ©2020 - Grade 5 - Subtotal:					\$696.00	\$856.50

ENVISION MATH GR. 6-8

ENVISION MATH GR. 6-8 -

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780768581737	ENVISION MATHEMATICS 2021 NATIONAL TEACHER'S EDITION PACKAGE GRADE 6	\$711.00	3	0	\$2,133.00	\$0.00
ENVISION MATH GR. 6-8 - Subtotal:					\$2,133.00	\$0.00

ENVISION MATH V2.0

ENVISION MATH V2.0 -

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134953793	ENVISION MATHEMATICS 2020 ADDITIONAL PRACTICE WORKBOOK GRADE 4	\$19.50	80	0	\$1,560.00	\$0.00
9780134953786	ENVISION MATHEMATICS 2020 ADDITIONAL PRACTICE WORKBOOK GRADE 3	\$19.50	85	0	\$1,657.50	\$0.00
9780134953748	ENVISION MATHEMATICS 2020 ADDITIONAL PRACTICE WORKBOOK GRADE K	\$19.50	60	0	\$1,170.00	\$0.00
9780134953809	ENVISION MATHEMATICS 2020 ADDITIONAL PRACTICE WORKBOOK GRADE 5	\$18.50	60	0	\$1,110.00	\$0.00
9780134953762	ENVISION MATHEMATICS 2020 ADDITIONAL PRACTICE WORKBOOK GRADE 1	\$19.50	65	0	\$1,267.50	\$0.00
9780134953779	ENVISION MATHEMATICS 2020 ADDITIONAL PRACTICE WORKBOOK GRADE 2	\$19.50	70	0	\$1,365.00	\$0.00
9780134959887	ENVISION MATHEMATICS 2020 NATIONAL TEACHER EDITION PACKAGE GRADE 3	\$722.50	4	0	\$2,890.00	\$0.00
9780134959900	ENVISION MATHEMATICS 2020 NATIONAL TEACHER EDITION PACKAGE GRADE 5	\$722.50	3	0	\$2,167.50	\$0.00
9780134961804	ENVISION MATHEMATICS 2020 TODAY'S CHALLENGE TEACHER GUIDE GRADE K	\$71.00	3	0	\$213.00	\$0.00
9780134959917	ENVISION MATHEMATICS 2020 NATIONAL MATH DIAGNOSIS & INTERVENTION SYSTEM PART 1 GRADE K/3	\$184.50	3	0	\$553.50	\$0.00

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ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134959597	ENVISION MATHEMATICS 2020 QUICK & EASY CENTER KIT GRADE 1	\$285.50	0	3	\$0.00	\$856.50
9780134959696	ENVISION MATHEMATICS 2020 TEACHER RESOURCE MASTERS PACKAGE GRADE 2	\$225.50	3	0	\$676.50	\$0.00
9780134959610	ENVISION MATHEMATICS 2020 QUICK & EASY CENTER KIT GRADE 2	\$285.50	0	3	\$0.00	\$856.50
9780134959702	ENVISION MATHEMATICS 2020 TEACHER RESOURCE MASTERS PACKAGE GRADE 3	\$225.50	4	0	\$902.00	\$0.00
9780134954592	ENVISION MATHEMATICS 2020 LANGUAGE SUPPORT HANDBOOK GRADE K	\$161.00	3	0	\$483.00	\$0.00
9780134959580	ENVISION MATHEMATICS 2020 QUICK & EASY CENTER KIT GRADE K	\$285.50	0	3	\$0.00	\$856.50
9780134959917	ENVISION MATHEMATICS 2020 NATIONAL MATH DIAGNOSIS & INTERVENTION SYSTEM PART 1 GRADE K/3	\$184.50	3	0	\$553.50	\$0.00
9780134959689	ENVISION MATHEMATICS 2020 TEACHER RESOURCE MASTERS PACKAGE GRADE 1	\$225.50	3	0	\$676.50	\$0.00
9780134959917	ENVISION MATHEMATICS 2020 NATIONAL MATH DIAGNOSIS & INTERVENTION SYSTEM PART 1 GRADE K/3	\$184.50	3	0	\$553.50	\$0.00
9780134959917	ENVISION MATHEMATICS 2020 NATIONAL MATH DIAGNOSIS & INTERVENTION SYSTEM PART 1 GRADE K/3	\$184.50	3	0	\$553.50	\$0.00
9780134959634	ENVISION MATHEMATICS 2020 QUICK & EASY CENTER KIT GRADE 4	\$285.50	0	3	\$0.00	\$856.50
9780134959672	ENVISION MATHEMATICS 2020 TEACHER RESOURCE MASTERS PACKAGE GRADE K	\$225.50	3	0	\$676.50	\$0.00
9780134954608	ENVISION MATHEMATICS 2020 LANGUAGE SUPPORT HANDBOOK GRADE 1	\$161.00	3	0	\$483.00	\$0.00
9780134954615	ENVISION MATHEMATICS 2020 LANGUAGE SUPPORT HANDBOOK GRADE 2	\$161.00	3	0	\$483.00	\$0.00
9780134954622	ENVISION MATHEMATICS 2020 LANGUAGE SUPPORT HANDBOOK GRADE 3	\$161.00	4	0	\$644.00	\$0.00
9780134959719	ENVISION MATHEMATICS 2020 TEACHER RESOURCE MASTERS PACKAGE GRADE 4	\$225.50	3	0	\$676.50	\$0.00
9780134959726	ENVISION MATHEMATICS 2020 TEACHER RESOURCE MASTERS PACKAGE GRADE 5	\$218.50	3	0	\$655.50	\$0.00
9780134963150	ENVISION MATHEMATICS 2020 PRACTICES POSTERS GRADE 2	\$18.50	3	0	\$55.50	\$0.00
9780134963143	ENVISION MATHEMATICS 2020 PRACTICES POSTERS GRADE 1	\$18.50	3	0	\$55.50	\$0.00
9780134963136	ENVISION MATHEMATICS 2020 PRACTICES POSTERS GRADE K	\$18.50	3	0	\$55.50	\$0.00
9780134963198	ENVISION MATHEMATICS 2020 PRACTICES POSTERS GRADE 5	\$17.50	3	0	\$52.50	\$0.00



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ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
	ENVISION MATH V2.0 - - Subtotal:				\$22,190.00	\$3,426.00

enVisionmath 6-8

National - Grade 6

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781418849771	ENVISION MATHEMATICS 2024 NATIONAL DIGITAL COURSEWARE 6-YEAR LICENSE GRADE 6	\$101.00	0	75	\$0.00	\$7,575.00
	National - Grade 6 - Subtotal:				\$0.00	\$7,575.00

National - Grade 7

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781418849856	ENVISION MATHEMATICS 2024 NATIONAL DIGITAL COURSEWARE 6-YEAR LICENSE GRADE 7	\$101.00	0	55	\$0.00	\$5,555.00
	National - Grade 7 - Subtotal:				\$0.00	\$5,555.00

enVision Mathematics ©2021 Grades 6-8 - Grade 7

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780768581744	ENVISION MATHEMATICS 2021 NATIONAL TEACHER'S EDITION PACKAGE GRADE 7	\$711.00	2	0	\$1,422.00	\$0.00
	enVision Mathematics ©2021 Grades 6-8 - Grade 7 - Subtotal:				\$1,422.00	\$0.00

National - Grade 7 Accelerated

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781418849931	ENVISION MATHEMATICS 2024 NATIONAL DIGITAL COURSEWARE 6-YEAR LICENSE GRADE 7 ACCELERATED	\$113.00	0	20	\$0.00	\$2,260.00
	National - Grade 7 Accelerated - Subtotal:				\$0.00	\$2,260.00

enVisionMATH® for Professional Development

enVisionMATH® for Professional Development - Virtual enVision Mathematics Grades K-5 ©2024 Professional Learning Offerings

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ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
0000126169	VIRTUAL ENVISION MATH K/5 @2024 PROGRAM ACTIVATION PPD	\$750.00	0	1	\$0.00	\$750.00
0000126186	VIRTUAL ENVISION MATH K/5 @2024 IMPLEMENTATION ESSENTIALS (3 HRS) PPD	\$1,550.00	0	1	\$0.00	\$1,550.00
	enVisionMATH <sup>®</sup> for Professional Development - Virtual enVision Mathematics Grades K-5 ©2024 Professional Learning Offerings - Subtotal:				\$0.00	\$2,300.00

<b>Solution Subtotal:</b>	<b>\$36,646.50</b>	<b>\$87,314.50</b>
Shipping and Handling:		\$6,199.96
<b>Total:</b>		<b>\$93,514.46</b>

Optional Products

ISBN	DESCRIPTION	Price	Total Quantity	Base Amount	Total Charged
9780134959535	ENVISION MATHEMATICS 2020 CLASSROOM MANIPULATIVE KIT GRADE 1	\$388.50	3	\$1,165.50	\$1,165.50
9780134959542	ENVISION MATHEMATICS 2020 CLASSROOM MANIPULATIVE KIT GRADE 2	\$495.00	3	\$1,485.00	\$1,485.00
9780134959559	ENVISION MATHEMATICS 2020 CLASSROOM MANIPULATIVE KIT GRADE 3	\$352.00	4	\$1,408.00	\$1,408.00
9780134959566	ENVISION MATHEMATICS 2020 CLASSROOM MANIPULATIVE KIT GRADE 4	\$280.50	3	\$841.50	\$841.50
9780134959528	ENVISION MATHEMATICS 2020 CLASSROOM MANIPULATIVE KIT GRADE K	\$363.00	3	\$1,089.00	\$1,089.00
9780134959573	ENVISION MATHEMATICS 2020 CLASSROOM MANIPULATIVE KIT GRADE 5	\$238.00	3	\$714.00	\$714.00



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## Le Sueur-Henderson ISD 2397

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**Online:**

<https://support.savvas.com/support/s/customerserviceus>

**Mail:** PO Box 6820, Chandler, AZ 85246

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**Shipping & handling charges** (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

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<https://support.savvas.com/support/s/k12-curriculum-support-form>

phone: 1-800-848-9500

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# Curriculum Associates®

**Prepared For:**

Katie Maier  
Le Sueur-Henderson Pub Schools  
100 Kingsway Dr,  
Le Sueur, MN 56058

7/9/2025

Dear Katie Maier,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2025-2026    Quote ID: 403303.2    Quote Valid through: 12/31/2025

Product	List Price	Net Price
i-Ready	\$4,200.00	\$4,200.00
Magnetic Reading	\$3,930.00	\$3,340.50
Professional Learning	\$500.00	\$0.00
	List Total:	\$8,630.00
	Savings:	\$1,089.50
	Shipping/Tax/Other:	\$295.80
	<b>Total:</b>	<b>\$7,836.30</b>

Thank you again for your interest in Curriculum Associates.

**Sincerely**

Brendan Thompson  
(952) 913-8532  
brendanthompson@cainc.com

**Please submit this quote with your purchase order**

# Curriculum Associates®

Quote ID: 403303.2    Date: 7/9/2025    Quote Valid through: 12/31/2025

Prepared For:  
**Katie Maier**  
 Le Sueur-Henderson Pub Schools  
 100 Kingsway Dr,  
 Le Sueur, MN 56058  
 kmaier@isd2397.org  
 5076655891

Your Representative:  
 Brendan Thompson  
 (952) 913-8532  
 brendanthompson@cainc.com

## Park ES 115 N 5th St, Le Sueur, MN 56058

Total Building Enrollment: 336, Grade Range: PK - 3

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
Magnetic Foundations Student Workbook Set Grade K 1 Year	K	34031.0	55	\$29.00	\$24.65	\$1,355.75
Magnetic Foundations Teacher Digital Access Set Grade K-2 1 Year	K-2	34040.0	6	\$75.00	\$63.75	\$382.50
Magnetic Foundations Student Workbook Set Grade 1 1 Year	1	34032.0	65	\$29.00	\$24.65	\$1,602.25
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	120	\$35.00	\$35.00	\$4,200.00
Subtotal:						\$7,540.50
Shipping:						\$295.80
Tax:						\$0.00
School Subtotal:						\$7,836.30

## Total

List Total:	\$8,630.00
Savings:	\$1,089.50
Merchandise Total:	\$7,540.50
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$295.80
<b>Total:</b>	<b>\$7,836.30</b>

## Special Notes

15% i-Ready Partnership Discount applied to Magnetic Reading products.  
 All Magnetic Reading Foundations purchases require professional learning.

F.O.B.: N. Billerica, MA 01862  
 Shipping: Shipping based on MDSE total  
 Terms: Net 30 days, pending credit approval  
 Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

Y1

# Curriculum Associates®

**Prepared For:**

Katie Maier  
 Le Sueur-Henderson Pub Schools  
 100 Kingsway Dr,  
 Le Sueur, MN 56058

7/9/2025

Dear Katie Maier,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2025-2026    Quote ID: 402007.3    Quote Valid through: 12/31/2025

Product	List Price	Net Price
i-Ready	\$10,150.00	\$10,150.00
Toolbox	\$2,360.00	\$2,006.00
Professional Learning	\$500.00	\$0.00
i-Ready Partners Services	\$2,000.00	\$0.00
<b>List Total:</b>		\$15,010.00
<b>Savings:</b>		\$2,854.00
<b>Shipping/Tax/Other:</b>		\$0.00
<b>Total:</b>		<b>\$12,156.00</b>

Thank you again for your interest in Curriculum Associates.

**Sincerely**

Brendan Thompson  
 (952) 913-8532  
 brendanthompson@cainc.com

*i-Ready Partners Services Includes:*

- **Initial Implementation Services:** Provisioning, Initial Rostering, Hosting, Technology Assessment
- **Implementation Management:** Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management
- **Staff Development Consultation and Resources:** Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources
- **Technical Support:** Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support

**Please submit this quote with your purchase order**

# Curriculum Associates®

Quote ID: 402007.3    Date: 7/9/2025    Quote Valid through: 12/31/2025

**Prepared For:**

**Katie Maier**  
**Le Sueur-Henderson Pub Schools**  
**100 Kingsway Dr,**  
**Le Sueur, MN 56058**  
**kmaier@isd2397.org**  
**5076655891**

**Your Representative:**

**Brendan Thompson**  
**(952) 913-8532**  
**brendanthompson@cainc.com**

**Le Sueur-Henderson Middle HS 901 Ferry St, Le Sueur, MN 56058**

Total Building Enrollment: 255, Grade Range: 6 - 12						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Per Student License 1 Year	Multiple	13087.0	70	\$35.00	\$35.00	\$2,450.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	K-8	28346.0	1	\$2,360.00	\$2,006.00	\$2,006.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	220	\$35.00	\$35.00	\$7,700.00
					<b>Subtotal:</b>	<b>\$12,156.00</b>
					<b>Shipping:</b>	<b>\$0.00</b>
					<b>Tax:</b>	<b>\$0.00</b>
					<b>School Subtotal:</b>	<b>\$12,156.00</b>

Total		
	List Total:	\$15,010.00
	Savings:	\$2,854.00
	Merchandise Total:	\$12,156.00
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	<b>Total:</b>	<b>\$12,156.00</b>

### Special Notes

Math teacher materials gratis at up to 1:25 ratio (addtl access paid). All i-Ready purchases require PL.  
 15% i-Ready Partnership Discount applied to Toolbox contingent upon purchase of i-Ready.  
 5% discount applied to i-Ready based on scope of quote.

F.O.B.: N. Billerica, MA 01862  
 Shipping: Shipping based on MDSE total  
 Terms: Net 30 days, pending credit approval  
 Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

Y1

# Curriculum Associates®

## Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.



# RENEWAL QUOTE

IXL Learning  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404

QUOTE # 1437690-1  
 DATE: JUNE 26, 2025

**TO:**  
 Katie Maier  
 Le Sueur - Henderson Independent School District 2397  
 115 1/2 N 5TH ST STE 200  
 LE SUEUR, MN 56058

**COMMENTS OR SPECIAL INSTRUCTIONS**

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Kacie Charsagua	A12-820373	August 7, 2025 - August 7, 2026	August 6, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license, including:			
Grades 6-8 Subjects: Math, ELA, Science, and Social studies	225	\$22.75	\$5,118.75
Grades 3-5 Subjects: Math, ELA, and Science	225	\$22.75	\$5,118.75
Grades 1-2, 9-12 Subjects: Math and ELA	450	\$18.75	\$8,437.50
Total Price			\$18,675.00

TOTALS	
Total Subscriptions List Price	\$18,675.00
Grand Total	\$18,675.00

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 1437690-1. For international accounts, we can accept wire transfers for an additional fee.



**SALES CONTRACT**

CONTRACT #1437690-1

June 26, 2025

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

**CUSTOMER**

Katie Maier  
Le Sueur - Henderson Independent School District 2397  
115 1/2 N 5TH ST STE 200  
LE SUEUR, MN 56058

**RENEWAL INFO**

Salesperson	Account #	Quote #	Renewal period
Kacie Charsagua	A12-820373	1437690-1	August 7, 2025 - August 7, 2026

**PAYMENT PLAN**

Amount	Invoice date
\$18,675	August 21, 2025
<b>TOTAL</b>	<b>\$18,675</b>

*Price valid until August 6, 2025*

**ACCEPTANCE OF SALES CONTRACT**

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

**AUTHORIZED SIGNATURE**

**DATE**

7/9/25

# Renaissance

# Invoice

2911 Peach Street, Wisconsin Rapids, Wisconsin 54494-1905  
 Phone (877) 988-8048 | accounts.receivable@renaissance.com  
 Tax I.D. #39-1559474

Invoice Number: INV5562600  
 Invoice Date: 07/02/2025  
 Bill To Number: 162453

**Bill To**

LE SUEUR-HENDERSON S D 2397  
 115 1/2 N 5th St  
 Le Sueur MN 56058-1820  
 United States

Due Date	Terms	PO #
08/01/2025	Net 30	Katie Maier

Qty Ord	Quote #	Item Description	Tax (Y/N)	Ext. Price	End User
980	Q-180202	Renaissance Educator Academy	N	784.00	162453 Le Sueur-Henderson S D 2397
980	Q-180202	eduCLIMBER, Software License	N	7,722.40	162453 Le Sueur-Henderson S D 2397
980	Q-180202	FastBridge Subscription	N	8,957.20	162453 Le Sueur-Henderson S D 2397

Total Gross	Tax	Total Net	Payments/Credits Applied	Total Amount Due
17,463.60	0.00	17,463.60	USD 0.00	USD 17,463.60

Please remit payment to Renaissance Learning, Inc. within 30 days.  
 You can pay this invoice electronically using the details below:

**Bank: Wells Fargo Bank, N.A.**  
**420 Montgomery St.**  
**San Francisco, CA 94104**

**Account Name: Renaissance Learning, Inc.**  
**Account #: 4945088771**  
**ABA/Routing: 121000248**  
**SWIFT Code: WFBUS6S**

**This invoice can be paid by check made out to Renaissance Learning, Inc. and send to:**

**PO Box 64910**  
 St. Paul, MN 55164-0910

Please ensure you reference our invoice number in your payment and send remittance for electronic payments to AR@renaissance.com

**Our Standard payment terms are 30 days, please settle invoice by 08/01/2025**



# Invoice

100 S. Mill Ave.  
Suite 1700  
Tempe, AZ 85281  
877-725-4257 x1037

**Date** 7/16/2025  
**Invoice No.** 1071587  
**PO No.** 65345  
**Terms** Net 30  
**Due Date** 8/15/2025

**Bill To**  
Accounts Payable  
Independent School District 2397  
100 Kingsway Drive  
Le Sueur MN 56058

**Ship To**  
LSH Alternative Learning Program  
700 South Street  
Henderson MN 56044

Description	Quantity	Amount	Tax Rate
Edgenuity 9-12 Comprehensive Site License	1	\$7,150.00	0%
Edgenuity Academic Integrity	1	\$214.50	0%

<b>Subtotal</b>	\$7,364.50
<b>Total</b>	\$7,364.50
<b>Amount Due</b>	\$7,364.50

Edgenuity Inc., Imagine Learning, Inc., LearnZillion and Winsor Learning are now united under the new name Imagine Learning LLC. Please email [AR@imaginelearning.com](mailto:AR@imaginelearning.com) if you need a W9 for the new TIN 45-1565841.

**PLEASE NOTE THAT OUR PAYMENT REMIT HAS CHANGED**  
**IMAGINE LEARNING LLC**  
**LOCKBOX 880670**  
**PO BOX 29650**  
**PHOENIX, AZ 85038-9650**

**Wire and ACH Instructions:**

Account Name	Imagine Learning LLC
Account Number	951761233
Routing/ABA Number	122100024
SWIFT #	CHASUS33

Bank Name	JPMorgan Chase Bank New York, NY 10017
-----------	---



Rachel Scheffler <rscheffler@isd2397.org>

---

## Fwd: Steel Building Offer

---

Jim Wagner <jwagner@isd2397.org>  
To: Rachel Scheffler <rscheffler@isd2397.org>

Thu, Jul 31, 2025 at 10:19 AM

Jim Wagner  
Le Sueur-Henderson Schools  
Superintendent

"The two most important days of your life are when you are born and the second is when you discover why." Mark Twain

----- Forwarded message -----

From: **Joshua Grossman** <jgrossman@futurebuildings.com>  
Date: Wed, Jul 30, 2025 at 10:36 AM  
Subject: RE: Steel Building Offer  
To: Jim Wagner <jwagner@isd2397.org>

I've discussed it with management, and after a bit of back and forth, they're prepared to sign off at \$40,000 for the 30x50 provided you're good to help with some pics and signage and can be flexible on your delivery date as previously discussed.

To lock this in, we'd need to receive the 25% deposit and a signed PO before the weekend.

Please provide the following information for the PO and I can have it sent to you today along with a link for the deposit:

**Contact name for the order**

**Phone number**

**Company name**

**Building address**

**Delivery address (if different from above)**

Regards,

**Joshua Grossman**

Building Consultant

Future Buildings & Toro Steel Buildings

1-800-668-5111 ext 230 (Office)

616-229-8428 (Direct)



**Future Buildings** | **Toro Steel Buildings**

**FutureBuildings.com** | **Torosteelbuildings.com**

*Any pictures sent demonstrate some of the uses and designs of our satisfied customers and are not intended to be a depiction of what your building will look like. Your building may have other options not shown and some of the options shown may not be included with your building.*

---

**From:** Jim Wagner <jwagner@isd2397.org>  
**Sent:** Wednesday, July 30, 2025 10:11 AM  
**To:** Joshua Grossman <jgrossman@futurebuildings.com>  
**Subject:** Re: Steel Building Offer

It is possible I can do that by Friday.

Jim Wagner

Le Sueur-Henderson Schools

Superintendent

"The two most important days of your life are when you are born and the second is when you discover why." Mark Twain

On Wed, Jul 30, 2025 at 8:46 AM Joshua Grossman <jgrossman@futurebuildings.com> wrote:

Good morning Jim,

I can try and get it down to 40, but if it's not spoken for by Friday Aug 1 it's going to a dealer's auction next week. Is there any chance you can get even a conditional approval by then if I can get the price locked in at 40?

Blueprints and foundation plans are always included however our factory would require 25% deposit in order to get started on these and they take about 5-10 business days.

Regards,

**Joshua Grossman**

Building Consultant

Future Buildings & Toro Steel Buildings

**1-800-668-5111 ext 230 (Office)**

**616-229-8428 (Direct)**



**Future Buildings | Toro Steel Buildings**

**FutureBuildings.com | Torosteelbuildings.com**

*Any pictures sent demonstrate some of the uses and designs of our satisfied customers and are not intended to be a depiction of what your building will look like. Your building may have other options not shown and some of the options shown may not be included with your building.*

---

**From:** Jim Wagner <[jwagner@isd2397.org](mailto:jwagner@isd2397.org)>

**Sent:** Wednesday, July 30, 2025 9:31 AM

**To:** Joshua Grossman <[jgrossman@futurebuildings.com](mailto:jgrossman@futurebuildings.com)>

**Subject:** Re: Steel Building Offer

I think I can get approval if we can do 40,000 for the building. If you could send blueprints or what is needed for concrete work, I can work on the cost to get full approval by next week.

[Quoted text hidden]

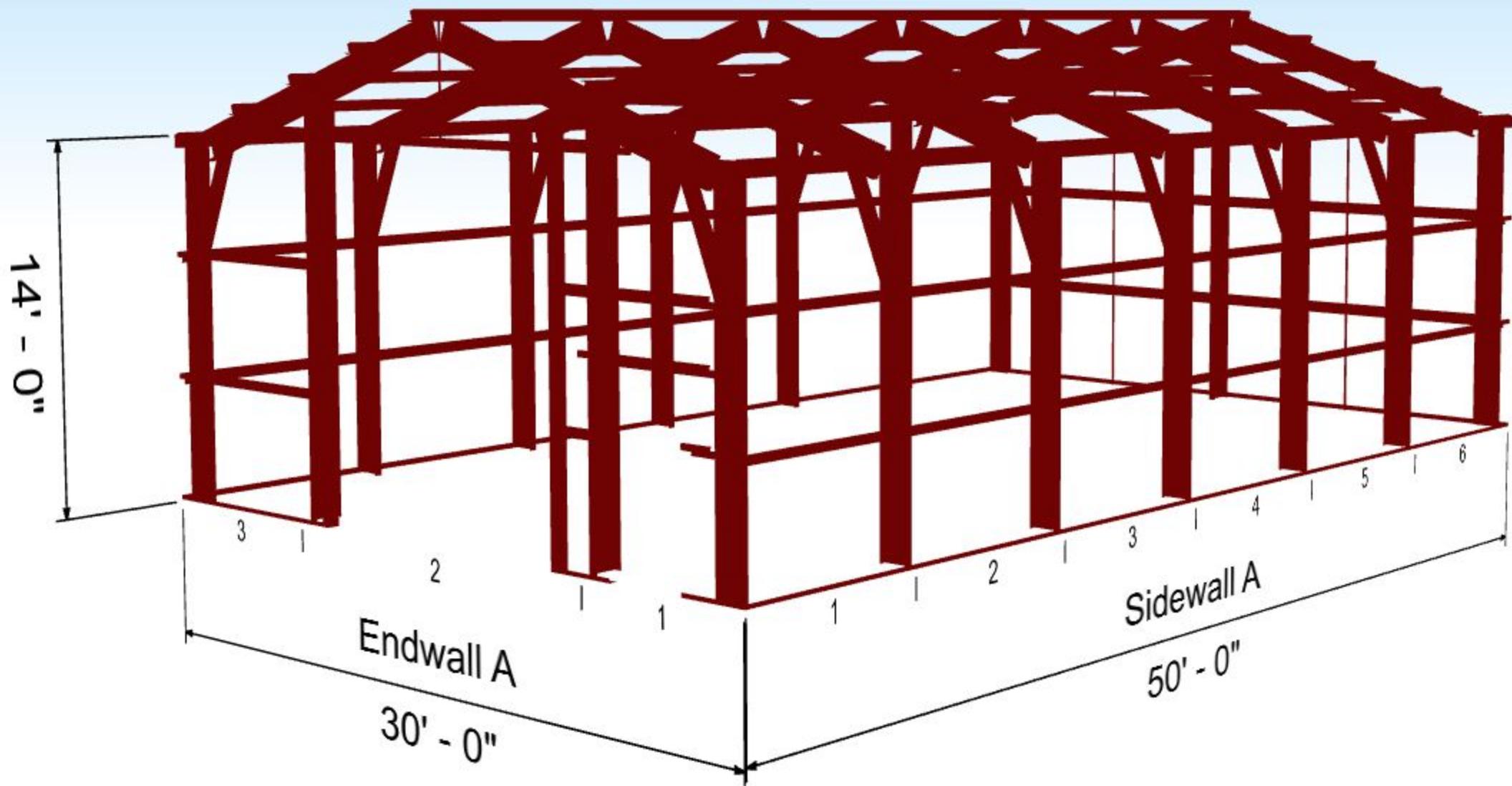
[Quoted text hidden]

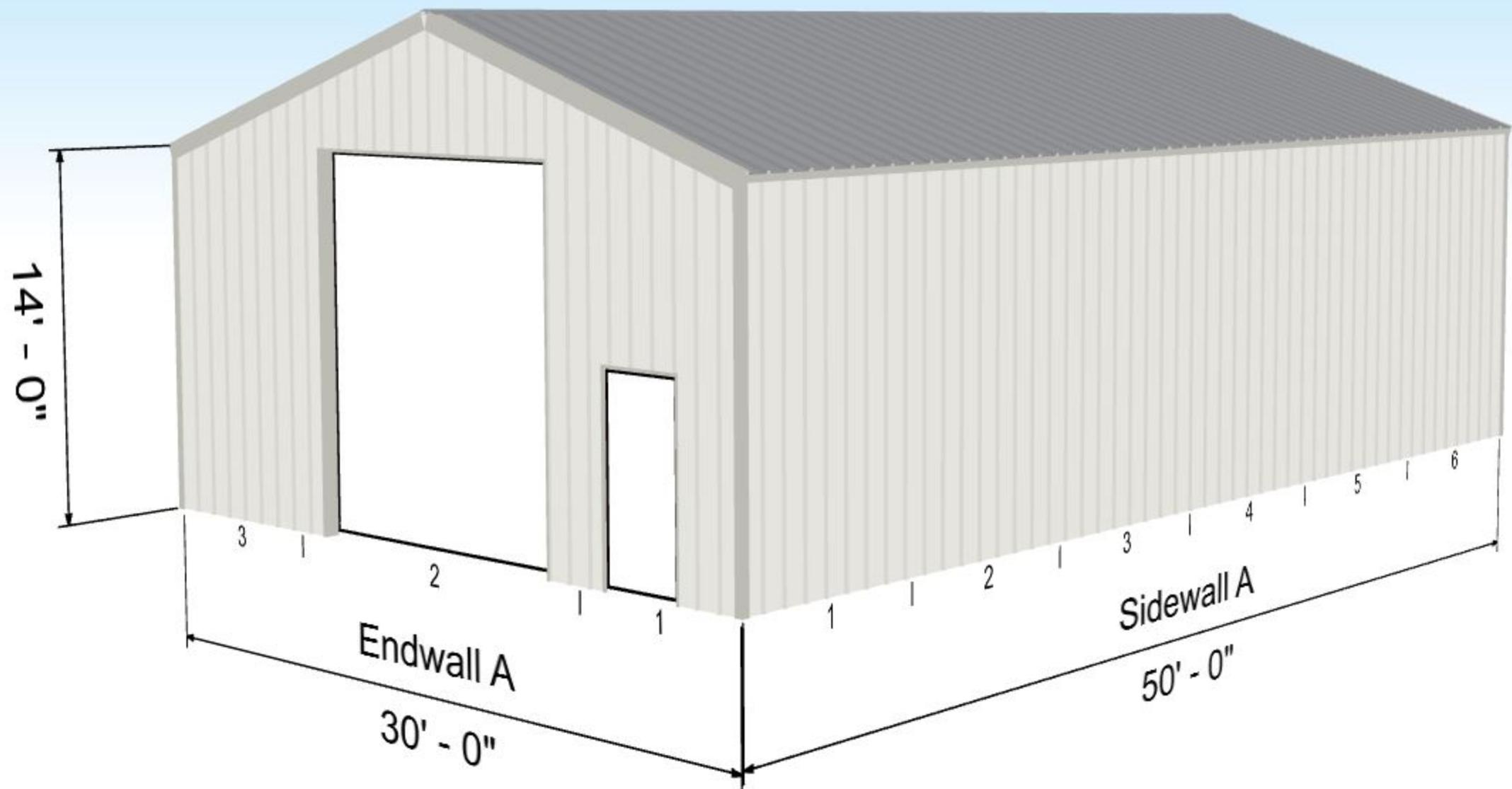
[Quoted text hidden]











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

MSBA/MASA Model Policy 524.5

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

Orig. 2025

## **524.5 PERSONAL ELECTRONIC COMMUNICATION DEVICES**

### **I. PURPOSE**

The objective of this policy is to support the school district’s focus on learning in alignment with the district’s mission to ignite students’ passion for learning, cultivate a strong foundation of knowledge, and foster a sense of community within our schools. Possession and use of personal electronic communication devices must be regulated to ensure that such devices do not disrupt or interfere with the education process or school operations, impair the safety, welfare, and privacy of students and staff, or are used as part of an act of academic dishonesty.

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

To minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment and to support school environments in which students can engage fully with their classmates, their teachers, and instruction, the school board has determined the use of personal electronic communication devices by students during school hours should be limited.

### **III. DEFINITIONS**

A. “Bell-to-Bell” means from when the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the academic school day. “Bell-to bell” includes lunch and time in between class periods.

B. “Cell Phone” means a personal device capable of making calls, transmitting pictures or video, or sending or receiving messages through electronic means. The definition of cell phone includes a non-smart phone that is limited to making phone calls or text messages and a smart phone that encompasses the above features.

C. “Cyberbullying” means bullying using technology or other electronic communication, including but not limited to a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device.

D. “Instructional Time” means any structured or unstructured learning experiences that occur from when the first bell rings at the start of the school day until the dismissal bell rings at the end of the academic school day.

E. “Personal Electronic Communication Device” means any personal device capable of connecting to a cell phone, the internet, a cellular or Wi-Fi network, or directly connects to another similar device. Personal electronic communication devices may include cell phones, wearable devices such as smart watches, personal headphones, earbuds or pods, laptops, tablets, virtual reality devices, and other personal electronic communication devices with the abovementioned characteristics.

F. “Stored” means a cell phone or personal electronic communication device not being carried on the student’s person, including not in the student’s pocket. Storage options may include, but are not limited to, in the student’s backpack, in the student’s locker, in a locked pouch, or in a designated place in the classroom, as determined by school administration.

#### **IV. PERSONAL ELECTRONIC COMMUNICATION DEVICE USE AND STORAGE**

A. Personal Electronic Communication Device Use

1. Students are prohibited from using personal electronic communication devices during the following times:

2. Elementary Schools (K-5)

a. Students are prohibited from using personal electronic communication devices on school premises from bell-to-bell, which includes but is not limited to instructional time, lunch periods, recess, school-sponsored programs, events or activities, or any other time during the designated school day.

3. Middle Schools/Junior High Schools

a. AWAY FOR THE DAY. Students are expected to turn off and leave cell phones/electronic devices at home or in their locker from 8:10-3:08.

4. High Schools (9-12)

a. Students are not allowed to bring cell phone into the classroom. Students must leave cell phones in their lockers while in class.

B. Off-Campus School-Sponsored Activities

School administration may establish guidelines for personal electronic communication device possession and use during off-campus school-sponsored activities, such as extracurricular activities, outdoor and service trips, and school field trips. These guidelines will be provided at pre-activity meetings, activity-specific permission slips, and by other means as appropriate in the circumstances.

## **V. LIMITATIONS ON USE OF AND STORAGE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES**

### **A. Limitations on Use of Personal Electronic Communication Devices**

1. Personal electronic communication devices may not be used in any manner that causes or results in disruption of the educational environment or school-sponsored extracurricular activities or events or impairs or interferes with school district operations.
2. Devices, including but not limited to personal electronic communication devices, with audio, video, or photo-taking capabilities shall not be used at any time in locker rooms, bathrooms, or other locations where the presence of such devices poses an unreasonable risk to the safety, welfare, or privacy of others. Confiscation and search of such devices will occur if found in these areas.
3. Students may not use a device to record, transmit, or post audio, videos, or photos of a person or persons on school grounds or on a school bus without the express permission of school staff in addition to the express consent of the individual or individuals that are the subjects of the recording.
4. Personal electronic communication devices may not be used to engage in bullying, cyberbullying, harassment, discrimination, or other activity prohibited under federal or state law or under school district policy.
5. Personal electronic communication devices shall not be used during a lockdown drill, a fire drill, or a similar safety drill.

### **B. Storage of Personal Electronic Communication Devices**

Students shall keep their personal electronic communication devices in a secure place, such as the student's locker, a closed backpack, a storage device provided by the school, or an area designated by the classroom teacher at all times when personal electronic communication device use is prohibited.

## **V. EXCEPTIONS**

A. Nothing in this policy prohibits a student from using a personal electronic communication device for a purpose documented in the student's individualized education program, a plan developed under section 504 of the Rehabilitation Act of 1973, or a health care plan in force regarding the student.

B. A student may use a personal electronic communication device to monitor or address a health concern or medical condition upon permission granted by school administration.

C. Students may use a personal electronic communication device when the use is necessary to respond to or report an emergency. For purposes of this policy, "emergency" means an actual or imminent threat to the health or safety of students and/or school personnel, which may result in death, bodily injury, or substantial property damage.

D. A student may use a personal electronic communication device during a time at which use would otherwise be prohibited when the student has been granted permission from a staff member to use the device. If the school district implements a curriculum that uses technology, students may be allowed to use their own personal electronic communication devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices for curriculum.

E. A personal electronic communication device may be stored in student vehicles parked on school district property provided that the device is not removed from the vehicle while on school district property.

F. Students who need to make a call may request permission to use a telephone in the building office.

## **VI. DISCIPLINE**

If a student violates this policy, a teacher or administrator shall take the following progressively serious disciplinary measures:

A. Give the student a verbal warning and require the student to store the student's personal electronic communication device in accordance with this policy.

B. Securely store the student's personal electronic communication device in a teacher- or administrator-controlled locker, bin, or drawer for the duration of the class or period.

C. Place the student's personal electronic communication device in the school's central office for the remainder of the school day.

D. Place the student's personal device in the school's central office to be picked up by the student's parent or guardian.

E. Schedule a conference with the student's parent or guardian to discuss the student's personal device use.

F. Apply discipline as provided under school district policies and as appropriate.

G. Other (insert as needed).

## **VII. SCHOOL DISTRICT RESPONSIBILITY**

A. The school district is not responsible for, nor is it required to investigate, any lost, stolen, or damaged personal electronic communication devices brought onto school grounds or the bus or school-sponsored activities or events.

B. The school board directs the superintendent and school district administration to establish additional rules and procedures regarding student possession and use of personal electronic communication devices in schools as the superintendent and school district administration find appropriate. These rules shall be consistent with this policy and other applicable school district policies. These rules and procedures should seek to minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or pursuant to similar criteria.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. § 13.32 (Educational Data)

Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. § 121A.73 (School Cell Phone Policy)

Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)

Minn. Stat. § 125B.15 (Internet Access for Students)

Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)

29 U.S.C. § 794 (Nondiscrimination under Federal Grants and Programs)

**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 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 524 (Internet, Technology, and Cell Phone Acceptable Use and Safety Policy)

Away for the Day ([www.awayfortheday.org](http://www.awayfortheday.org))

MASSP/MESPA, *The Cell Phone Toolkit* (July 2024)



Search mail



- Compose
- Mail**
- Inbox 12
- Starred
- Snoozed
- Sent
- Drafts
- More

**Small Towns... Giant Opportunities... District of Choice**



**Randy Walsh**

to me

Paul,

We only had two students participate in golf last year and they both graduated. We needed to make some cuts in the athletic Randy

Sent from my iPhone

On Jul 21, 2025, at 3:36 PM, Paul Theorin <ptheorin@isd2397.org> wrote:

This is a staff email account managed by Le Sueur-Henderson School District. This email and any files trans solely for the use of the individual or entity to whom they are addressed. If you have received this email in er

Thanks for the clarification.

Thanks for the quick reply.

Ok, thanks.

Reply

Forward

**Labels**

- Activities
- AD Conference/Worksho...
- Benefits
- Blue & Gold
- Coaches Evaluations
- Coaching Applications
- Equipment**
- Game Contacts**
- Hudl
- Important Docs
- Parent Emails
- R School

# LE SUEUR-HENDERSON MIDDLE SCHOOL/HIGH SCHOOL

## Parent - Student Handbook



2025-2026

LE SUEUR - HENDERSON MIDDLE/HIGH SCHOOL

901 E. Ferry Street Phone 507-665-5800

Connect with Us:  
Web: [www.isd2397.org](http://www.isd2397.org)  
Facebook: Le Sueur-Henderson Public Schools  
Twitter: @isd2397

Updated July 2025

# STUDENT AND PARENT HANDBOOK

## WELCOME TO LSH MIDDLE/HIGH SCHOOL

Welcome to Le Sueur-Henderson Middle and High School. It is a privilege to partner with the families, staff and communities on behalf of our students. At LS-H we are cultivating the skills and knowledge that our students will need in order to become independent, productive adults with the ability to determine their own future.

We provide a safe, caring environment for students to make mistakes and grow from these experiences. There is a strong sense of community at LS-H that has been developed throughout our rich history. The dedication of our staff to do what is right for each student has led to a school culture we can all be proud of. At LS-H, students are encouraged to make individual choices regarding their course selection and during their daily curricular activities to continually discover their interests and future career fields. We set high expectations for our students to engage in high quality academic learning opportunities in the dynamic learning community at LS-H Middle/High School.

We believe, in addition to learning content at high levels, students must be able to: think critically, solve problems, consume information, demonstrate effective interpersonal skills, and have the grit and perseverance necessary in order to adapt to a constantly shifting landscape. They must be prepared to learn beyond high school and be ready to engage in personalized learning opportunities.

It is for this reason Le Sueur-Henderson Middle/High School sets and consistently adheres to high expectations around academics and positive behaviors. These expectations apply to each and every student at LS-H. We strive to personalize our approach to student learning needs and develop systemic pathways to meet the needs of our students each and every day. We will continue to focus on student learning through our PLC process, through continued development of guaranteed and viable curriculum aligned to state standards, and engage students in rigorous and relevant learning. We will hold students accountable for their learning and behaviors in a safe, supportive learning environment.

We look forward to supporting each of our students to reach their potential, discover their strengths, and celebrate their successes.

Go Giants!

Sincerely,

Cynthia Schmidt  
Middle School/High School  
Principal

Katie Maier  
Middle School/High School  
Assistant Principal

Paul Theorin  
Activities Director

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INDEPENDENT SCHOOL DISTRICT 2397  
District Office  
115 ½ North 5th St., Suite 200  
Le Sueur, Minnesota 56058  
www.isd2397.org  
507-665-4600

## STATEMENT OF NON-DISCRIMINATION

The Le Sueur-Henderson School District does not discriminate on the basis of race, color, national origin, sex, disability, sexual orientation, creed, religion, receipt of public assistance, marital status or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Section 504 Coordinator:  
Cynthia Schmidt  
901 E. Ferry Street  
Le Sueur, MN 56058  
507-665-5800

Title IX Coordinator:  
Dave Swanberg  
901 E. Ferry Street  
Le Sueur, MN 56058  
507-665-5800

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Alternate 504 Coordinator:

Cassie Wilke  
901 E. Ferry Street  
Le Sueur, MN 56058  
507-665-5800

Alternate Title IX Coordinator:

James Wagner  
115 N. 5<sup>th</sup> Street, Suite 200  
Le Sueur, MN 56058  
507-665-4600

For further information on notice of non-discrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves this area, or call 1-800-421-3481.

**ACADEMICS**

**Alternative Educational Opportunities**

Some students may be at risk of not continuing or completing their educational programs. The school district provides alternative learning options for students at risk of not succeeding in school. Alternative educational opportunities may include special tutoring, modified curriculum and instruction, instruction through electronic media, special education services, homebound instruction, and enrollment in an alternative learning program, among others. Students and parents/guardians with questions about these programs should contact the School Counselor or Principal.

**Assessment Requirements**

To ensure students are adequately prepared for assessments, a minimum of 3-5 assignments, determined by the classroom teacher which specifically address the standards taught, must be completed by the student. These assignments will be noted in Infinite Campus with the abbreviation "AR".

**Computing Grade Point Average**

Each grade is given a value. The quarterly GPA is the average value of the grades earned in the quarter just completed.

Grades are valued as follows:

A = 4.00	B + = 3.333	B - = 2.667	C = 2.000	D+ = 1.33	D - = .667
A - = 3.667	B = 3.000	C + = 2.333	C - = 1.667	D = 1.000	F = .000

**E- LEARNING Days**

The term "E-Learning Day" refers to a school day when instead of coming to our school buildings, teachers and students will be working off-site. Students in grades K-12 will do different learning activities throughout the E-Learning Day. E-Learning schedules and expectations will be communicated through the school website, social media, and/or email.

E-Learning Days are intended to counter the loss of curriculum momentum resulting from school cancellations due to Minnesota's winter weather. E-Learning Days cannot replace the face-to-face time students have with their teachers but it can provide better continuity when school is interrupted. E-Learning Days also negate the need for makeup school days

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in June.

The first two weather related days of school closure will not be made up and there will be no assignments. However, the third and fourth weather related emergency closings will be E-Learning Days. All E-Learning Days count as a day of school for our students and teachers; there will be required assignments.

### Extended School Year Opportunities

The school district provides extended school year opportunities to a student who is the subject of an Individualized Education Program (IEP) if the student's IEP team determines the services are necessary during a break in instruction in order to provide a free and appropriate public education. For more information on extended school year opportunities for students with an IEP, contact the Special Education Director.

### Fundraising

All fundraising activities conducted by student groups and organizations and/or parent groups must be approved in advance by the Principal. Participation in nonapproved fundraising activities is a violation of school district policy. Solicitations of students or employees by students for nonschool-related activities will not be allowed during the school day.

### Grading Scale

A: 93% and higher	B-: 80-82%	D+: 67-69%
A-: 90-92%	C+: 77-79%	D: 63-66%
B+: 87-89%	C: 73-76%	D-: 60-62%
B: 83-86%	C-: 70-72%	F: 59% and lower

\*Alternate grading scales will be used as required for concurrent enrollment, PSEO, and courses sponsored by other institutions.

### Graduation Ceremony

Student participation in the graduation ceremony is a privilege, not a right. Students who have completed the requirements for graduation are allowed to participate in graduation exercises, unless participation is denied for appropriate reasons, which may include discipline. Graduation exercises are under the control and direction of the building principal(s).

### Graduation Recognition

Le Sueur-Henderson High School will give special recognition for student academic achievement at the Commencement Ceremony as follows:

- Honors: (GPA 3.0 to 3.5) will be recognized at the Graduation Ceremony **with a single yellow cord** as graduating with Honors and noted in the program.
- High Honors: (GPA 3.51 to 3.85) students will be recognized at the Graduation Ceremony with **double** yellow cords and noted in the program.
- Graduating with Distinction: (GPA 3.86 and above) will be recognized at the Graduation Ceremony with **double yellow cords**, a medal and noted in the program.

\*Graduation recognition will be determined at the end of the first semester of senior year.

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### Graduation Requirements

A primary goal of Le Sueur-Henderson High School is that each student who attends will be college and career ready upon graduation. We also strive to help each student be healthy, safe, engaged, supported, and challenged.

All students must meet the requirements for graduation as prescribed by the State of Minnesota and the School Board of Independent School District #2397. For a detailed explanation of graduation requirements, see the Le Sueur-Henderson High School Student Registration Guide.

### Honor Roll (High School)

1. Students must carry a minimum of three classes with letter grades to be listed on the honor roll.
2. Any class which is graded S (satisfactory) or U (unsatisfactory) will not be computed for honor roll purposes.
3. **High school** students have the opportunity of being recognized each quarter in one of three levels:

A Honor Roll:	GPA of 3.667 or above
B+ Honor Roll:	GPA of 3.333 - 3.666
B Honor Roll:	GPA of 3.000 - 3.332

### Incomplete Grades

Incomplete grades are given only due to circumstances beyond the control of the student. Students who receive an incomplete at the end of a grading period have 2 weeks (10 school days) to complete the work. After that time, work not turned in will receive a failing grade.

### Interviews of Students by Outside Agencies

Students may not be interviewed during the school day by persons other than a student's parents/guardians or school district officials, employees, and/or agents, except as provided by law and/or school policy.

### Minnesota Academic Standards

All students must satisfactorily complete the following required Minnesota **Academic Graduation** Standards:

Minnesota Academic Standards, English Language Arts K-12
Minnesota Academic Standards, Mathematics K-12
Minnesota Academic Standards, Science K-12
Minnesota Academic Standards, Social Studies K-12
Minnesota Academic Standards, Physical Education K-12
Minnesota Academic Standards or Local Standards, Arts K-12

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### Postsecondary Enrollment Options

Ninth, tenth, eleventh, and twelfth grade students may apply to enroll in Postsecondary Enrollment Options (PSEO) and other advanced enrichment programs. General information about the PSEO program will be provided to all eighth, ninth, tenth, and eleventh grade students by March 1. Qualifying credits granted to a student through a PSEO course or program that meets or exceeds a graduation standard or requirement will be counted toward the graduation and credit requirements of the state academic standards. Interested students must fill out an application form and submit it to the school counselor by October 30 or May 30 to indicate the pupil's intent to enroll in postsecondary courses during the following academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30. ~~The application form must be signed by the student and his/her parent or guardian.~~ Students wishing to take a PSEO course should contact Jessica Kirschner, School Counselor.

Students participating in PSEO must provide interim and final grades to the Le Sueur-Henderson School Counselor.

According to the MN State Statute Colleges are required to give notice to high schools if the student is not attending or withdraws.

### Relearning Opportunities

At Le Sueur-Henderson Middle/High School, we believe that all students should have the opportunity to make mistakes and demonstrate growth throughout the learning process. Our goal is that all students demonstrate mastery of our essential content area standards. As a result, reassessment opportunities may be provided to all students on summative assessments at the discretion of the teacher. ~~and may not exceed 80%.~~

Students are expected to work with their teacher to develop a relearning plan that must be completed prior to a reassessment opportunity being provided. Reassessment scores will replace the initial summative assessment score. Relearning opportunities will not be provided on assessments that occur at the end of a Semester. ~~or any Trimester.~~

### Schedule Changes

~~To make schedule changes, students must follow the LSH Schedule Change Request Procedure communicated to students through email. Form. A thorough registration process occurs in Spring semester to determine section numbers and teacher allocations. Please note that the counselor will only be making Schedule changes may only occur during the first four days of each semester. Schedule change requests can only be made for the following reasons:~~

- ~~1. The student does not have the prerequisite(s) for the class listed.~~
- ~~2. The student failed a class.~~
- ~~3. There is an obvious error (two classes scheduled at the same time).~~
- ~~4. A class that is needed to graduate is not listed or was dropped from the schedule.~~
- ~~5. The schedule is unbalanced.~~

~~Phone calls and emails regarding schedule changes will not be accepted.~~

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Students, parents/guardians, and the counseling department are encouraged to work together to select appropriate courses. Despite careful planning, schedule changes may occasionally be necessary. Please note that schedule changes are not guaranteed and may not be approved.

#### **Add/Drop Guidelines:**

- Students may request to add or drop a course (semester or year-long) during the week *prior* to the start of the semester or school year. Written approval from a parent/guardian is required.
- Any course dropped *after* the semester begins must be approved by the Middle/High School Principal. If approved, the course will be recorded on the transcript with a grade of Withdraw or Withdraw/Fail (WF), which will be included in the student's cumulative GPA.

Students and parents/guardians will be notified electronically when schedules become available in Infinite Campus. For specific questions or to request a change, please contact the school counselor.

#### **Section 504 Policy Statement:**

Section 504 is a federal regulation that prohibits discrimination against persons with a disability in any program with federal financial assistance. It defines a person with a disability as anyone who:

1. Has a physical or mental impairment which substantially limits one or more major life activity such as caring for one's self, performing manual tasks, seeing, hearing, speaking, breathing, learning and working;
2. Has a record of such an impairment; or
3. Is regarded as having such impairment. (34 Code of Federal Regulations Part 104.3)

It is the policy of the Le Sueur-Henderson Board of Education to provide a free and appropriate education to each handicapped student within its jurisdiction, regardless of the nature or severity of the handicap. It is the intent of the district to ensure that students who are handicapped within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated and provided with appropriate educational services. Students may be handicapped under this policy even though they do not require services pursuant to the Individuals with Disabilities Act (IDEA). Due process rights of handicapped students and their parents under Section 504 will be enforced. Questions or concerns can be directed to the school office.

#### **Special Education**

The district takes pride in offering high quality staff and programs to students with special needs for learning. Several special needs programs are offered within the school or in cooperation with the SouthWest Metro Intermediate District.

#### **Student & Parent Communication Timelines**

Students and parents should check final grades on Infinite Campus at the end of each term.

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Dates for the 2025-2026 school year are as follows:

- End of Quarter 1: Oct. 30, 2025
- End of Semester 1: Jan. 16, 2026
- End of Quarter 3: March 20, 2026
- End of Semester 2: May 21, 2026

### Weighted Grade Categories

Le Sueur-Henderson Middle/High School supports and encourages our students to make mistakes. We understand that mistakes are an essential part of the learning process. The weighted grade categories below will be used to reduce the impact of students' formative mistakes on their reported grade. They will also help to ensure each students' grade accurately communicates their mastery of content area standards.

Summative Assessments: 80%

Formative Assessments: 20%

\*Course exceptions will only be granted as approved by administration or as required by a post-secondary institution.

## ATTENDANCE

### Attendance Procedures

It is the responsibility of the students, parents/guardians and the school to assure that the student attends school every day classes are in session. Absence, for whatever reason, is detrimental to a student's success. It is the student's responsibility to make up all work missed due to absence. In accordance with the regulations of the Minnesota Department of Education and the Minnesota Compulsory Attendance Law (MN. Stat.120A.22), students are required to be full time students and attend all assigned classes every day school is in session. **For detailed information, see the "Student Attendance" policy 503.**

Attendance procedures are designed to address the problems of absenteeism at Le Sueur-Henderson Middle and High School. School absences may result in one or all of the following:

- Parent notification by phone call, text, written communication and/or a requested conference.
- Remedial Intervention: detention, in-school suspension, referral to nurse or MTSS team.
- Required medical verification for illness.
- Referral of student and parent for truancy to Juvenile Court, in accordance with Minnesota Statutes.
- Referral to the County Social Service Department for further investigation.
- Excessive absences are a concern to all involved with the student's education. When an absence is necessary, the parents or guardian must notify the school explaining the reason for the student's absence.
- The school requires a phone call as early as possible. Office hours are 7:30 AM to 4:00 PM. Voicemail will be checked for those parents calling before the office is open.

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Absences not reported by parents will be recorded as unexcused. THE ATTENDANCE LINE PHONE NUMBER is 507-665-5801.

- The school has the right to verify any and all absences. (The school will make the final determination if the absence is excused or unexcused.)
- Homework - if a student is absent due to illness, homework may be obtained by checking their Google Classroom site or by contacting teachers and/or counselor.

Any student who leaves school without permission from the office for any purpose will receive an unexcused absence and may be suspended out of school for the remainder of the day. Parents/guardians may not excuse a student for leaving the building if the office has not been notified prior to the student leaving. Students who are ill during the day are required to check out through the nurse's office.

Students are not allowed to sit or be inside of a parked vehicle for any reason during the school day. Office permission must be obtained in order to go inside of a vehicle at any time during the school day; this includes the lunch period. Seniors who have obtained and intend to use Senior Privileges must leave school grounds during their study hall or lunch period. Loitering on school grounds is not allowed.

#### Truant Absences (MN. STAT. 127.20)

All absences not otherwise excused are considered unexcused. Following the 3rd unexcused absence within the school year, the child's parent or guardian will be notified that the child is a truant in accordance with section 260A.03. ~~a truancy petition will be filed with the County Court Systems. Examples of unexcused absences may include but are not limited to oversleeping, car trouble, ride did not come, baby-sitting, missed bus, skipping class, shopping, personal, or any other absence the administration judges as unexcused.~~

~~If a student is absent without lawful excuse on three or more class periods on three school days, they are considered a continuing truant. Habitual truancy will be filed on a student who is absent without an excuse for one or more class periods on seven school days. The school is required to report that the student is in violation of the state law on compulsory education to the County Attorney's office.~~

#### What To Do If Absent

For a student's absence to be excused, the parent or guardian shall notify the school by phone the morning of the absence. (507-665-5801)

#### Excused Absences

When excused absences reach 7 in a semester, medical verification will be required to be considered excused.

Personal business such as hair appointments, haircuts, buying groceries, etc., is to be done before and after school hours.

~~the classroom teacher will notify the Dean of Students. At that time the appropriate placement will be determined. Options may include:~~

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- ~~Student will continue participation in the classroom based on the guidelines set out at a meeting involving the teacher, student, Assistant Principal and parent.~~
- ~~At the discretion of the instructor and Principal, student may audit the class for the remainder of the semester. Audit of the class will be done on a Pass/Fail basis (70% is passing).~~
- ~~Student may be removed from the classroom and placed in a Structured Study Hall with MTSS (Multi-Tiered System of Supports) team referral.~~
- ~~A student shall be granted additional excused absences related to a parent's deployment to combat zones at the discretion of the administration to visit with his or her parents or legal guardian relative to such leave or deployment of the parent or guardian. Notwithstanding the above, the administration may provide a maximum number of additional excused absences.~~

### Pre-Excused Absences

Appointments with a doctor, dentist, campus visits, etc., should not be made during school hours. However, if a student must be absent from school, parents/guardians are to call the Attendance Office and ~~provide the reason for the absence.~~

Parents/Guardians must notify the school of planned vacations for prior approval.

~~make arrangements for the student to obtain an office permission pass that will allow the student to leave the classroom/building.~~ Students/~~Parent/Guardian~~ must obtain an office pass before leaving the building and check in upon return. ~~The attendance secretary will record the approved absence(s) in Infinite Campus under the Attendance Tab. The administration reserves the right to deny requests to leave the building.~~

### Unexcused Absences

- ~~Detention may be assigned for unexcused absences.~~
- ~~Each unexcused absence will result in loss of participation points which would affect the student's grade.~~
- ~~Unexcused absences in excess of four may result in one or more of the following:~~
  - ~~Student will lose credit in the class.~~
  - ~~An F Incomplete or NG (No Grade) will be assigned based on performance in the class at the time of the fifth unexcused absence.~~
  - ~~Student may be assigned to ISS (In-School Suspension) or Study Hall for the rest of the semester.~~
  - ~~Student will continue to participate in the class based on guidelines set at a meeting involving the teacher, student, Assistant Principal, Principal and parent.~~

~~The administration has the right to determine the acceptability of using school time for personal business.~~ Parent Absence requests may be denied or counted as unexcused if they are for reasons other than stated in the Attendance Policy 503 ~~those listed below:~~

### Excused Absences May Include

- ~~Illness of a student~~
- ~~Extended illness (Medical Professional Verification May Be Required)~~
- ~~Death of a family member~~

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- ~~Medical, dental, or orthodontic treatment, or a counseling appointment.~~
- ~~Religious instruction not to exceed three hours in any week.~~
- ~~Required court appearance~~
- ~~Physical emergency conditions such as fire, flood, storm, etc.~~
- ~~Official school field trip or other school/community sponsored outings.~~
- ~~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.~~
- ~~Active duty in any military branch of the United States.~~
- ~~A student's condition that requires ongoing treatment for a mental health diagnosis.~~
- ~~Pre-approved/planned absences: The student is responsible for presenting the Pre-Arranged Absence Form to their teacher in order to obtain assignments for the time that he/she will be absent, this includes school related activities, dental/medical appointments which cannot be scheduled outside the school day, and vacations.~~
- ~~Any other absences that are pre-approved by the administration. Written application for approval of vacation days must be submitted to the school office by a parent/guardian.~~

### Consequences of Unexcused Absences:

- Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.
- Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.
- 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.
- A letter will be sent to parent/guardian after 3 (three) unexcused absences.
- If a student reaches 5 (five) unexcused absences a letter will be sent home and a parent meeting with the Attendance Manager to make an attendance plan will occur. The county attorney's office may also be notified along with the county social worker.
- If a student reaches 7 (seven) unexcused absences they are considered habitually truant and the county attorney's office will be notified.
- Consequences of tardiness may include detention after 3 unexcused tardies. In addition 3 unexcused tardies are equivalent to one unexcused absence.

### PSEO Students

Any student enrolled in PSEO courses, work experience programs, or on-line courses not affiliated with Le Sueur-Henderson School District #2397 may not be in the building without prior authorization during those periods due to a lack of supervision and potential disruption of the educational setting.

### Ill or Injured While at School

Students who become ill or injured while in school must report to the Nurses Office before going home. Any student who leaves school without permission from the office for any purpose will receive an unexcused absence and may be suspended out of school for the remainder of the day. Parents/guardians may not excuse a student for leaving the building if the office has not been notified prior to the student leaving.

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## College Visits

Students are allowed a combination of 3 (three) college visits during their junior and senior years. Additional days may be used with school approval. Parents should notify the attendance secretary in advance of the visit.

## Tardiness

Reporting late for school, classes or any other required activities without approval of the school personnel will be counted as an unexcused absence. For purposes of definition: tardy is reporting to class/school 10 minutes or less after the start of the class period. Absences of greater than 10 minutes will be considered absent. Three unexcused tardies for the same class will count as one truant (unexcused) absence with the teacher assigning the consequences. Students with six tardies for a class will be referred to administration and may result in further consequences.

## How does a parent update attendance?

1. Call the attendance line within 24 Hours of the voice/text/email notification.
2. A written note may be provided to the attendance desk located in the main office by the student the next school day.

## Unexcused Absences May Include

- ~~Truancy: An absence by a student which was not approved by the parent and/or the school district.~~
- ~~Any absence in which the student/parent failed to comply with any reporting requirements of the school district's attendance procedures.~~
- ~~Work at home.~~
- ~~Work at a business, except under a school sponsored work release program.~~
- ~~Parent related work obligations—It is the parent's responsibility to ensure a child has transportation to attend school.~~
- ~~Oversleeping.~~
- ~~Car problems/trouble.~~
- ~~Missing the bus.~~
- ~~If suspended from the school district transportation, and the child does not attend school.~~
- ~~Absences resulting from accumulated unexcused tardies, (3) tardies equal one unexcused absence.~~
  - ~~Middle and High School: Up to 10 minutes late to a class~~
  - ~~Your child will be considered ABSENT if he/she is more than ten minutes late to class.~~
- ~~Any other absence not included under the attendance procedures set out in this policy.~~
- ~~Skipping class.~~
- ~~Leaving the building without office permission.~~
- ~~Personal Business—If an absence is absolutely necessary but the reason is too delicate or sensitive to discuss, the parent should call the Dean of Students or Principal who will ask for just enough information to determine that the absence should be excused. The administration has the right to determine the acceptability of using school time for personal business.~~

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~~Parents should discuss, before the absence occurs, any other absences not mentioned above with the Dean of Students or Principal. For a student's absence to be excused, the parent or guardian shall notify the school by phone (507-665-5801) the morning of the absence.~~

### Student's Responsibility After an Absence

- ~~• Make up work for all absences must be completed. Failure to complete make up work will result in an incomplete or failure in the course. Due to the nature of some activity and lab courses, make up work may not be available.~~
- ~~• Students must confer with their teachers prior to all pre-excused absences including those related to school activities and state tournament play. The make up date must be established at this conference and may not be the same as the absence policy.~~
- ~~• Students who are out of school suspended may be required to have their make up work completed upon returning to school.~~
- ~~• The student should make every effort to schedule routine non-emergency appointments outside the school day.~~
- ~~• With excused absences of up to five days, the student will have the number of days missed plus one day to make up new work upon returning to school. (ex. 2 days missed = 3 days to make up work)~~
- ~~• The student will still need to follow the indicated due date for an assignment or assessment that has a due date two days or greater from the assigned day; the student should make every attempt to communicate with the teacher before the due date regarding this deadline.~~
- ~~• When excused absences of more than five days occur, teachers and student should set a time limit that is mutually agreeable. If make up work is not finished within the time limit, a zero will be given for those assignments.~~
- ~~• Vacations when students miss due to vacation, it is left to teacher's discretion if the make up work is assigned prior to vacation or after returning. Due date should be agreed upon at the time of assignment.~~

### Extracurricular Activities and On-The-Job Training Programs

This procedure 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.

- School-initiated absences will be accepted and participation permitted.
- A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
- If a student is suspended from any class, he or she may not participate in any activity or program that day.
- 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.

### Parent/Guardian Communication Unknown Absences

**\*\*If the Attendance Office does not receive parent/guardian notification regarding attendance, ~~the following an~~ automated communication will occur. \*\*Note: Parents are**

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responsible for setting types of notifications they receive on Campus Portal through the Infinite Campus student management system.

- ~~1) **Message #1:** Infinite Campus Communication sent at approximately 10:30 AM
  - a) Any unknown absences Hours 1-3 will be identified.~~
- ~~2) **Message #2:** Infinite Campus Communication sent at approximately 3:00 PM
  - a) Any unknown absences Hours 4-7 will be identified.~~
- ~~3) **Automated Messages will be sent via:**
  - a) **Voice/Text/Email:** Sample Message: Your student has an unexcused absence today. Please check the Parent Portal or contact the Middle School/High School office at 507-665-5800
  - b) **Message #3:** Unknown Absences will become UNEXCUSED: Infinite Campus Communication sent at approximately 3:00 PM the day following the initial absence in question.
  - c) Automated Messages will be sent via:
    - d) **Voice/Text/Email:** Sample message: An unexcused absence has been reported for your child today. We would like to help you and your student in any way we can to correct this attendance concern. Any time a student has to miss school for any reason, it is a concern to us. If this absence has been marked in error, we encourage you to call the attendance office to clarify the situation. Thank you.~~

### Required Reporting

- ~~1. **Continuing Truant (Ages 13-18) and Educational Neglect (Ages 5-12)** Minn. Stat. § 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minn. Stat. § 120A.22 and is absent from instruction in a school, as defined in Minn. Stat. § 120A.05, without valid excuse within a single school year for three or more class periods on three days if the child is in middle school, junior high school, or high school.~~
- ~~2. **Reporting Responsibility:** When a student is initially classified as a continuing truant, Minn. Stat. § 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:
  - a. That the child is truant or parent is in violation of educational neglect
  - b. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
  - c. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minn. Stat. § 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minn. Stat. § 120A.34;
  - d. That this notification serves as the notification required by Minn. Stat. § 120A.34;
  - e. That alternative educational programs and services may be available in the child's enrolling or resident district;
  - f. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
  - g. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minn. Stat. Ch. 260;~~

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- ~~h. 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 Minn. Stat. § 260C.20; and~~
- ~~i. It is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.~~

### ~~3. Habitual Truant/Educational Neglect~~

- ~~a. A habitual truant/ educational neglect 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.~~
- ~~b. 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 Minn. Stat. Ch. 260A.~~

## CONDUCT EXPECTATIONS

### Backpacks

All backpacks will remain in lockers from 8:10 to 3:08 each day. Students will not carry backpacks/excessively large purses/briefcases and any other item administration deems too large to and from classes each day.

### Personal Possessions and Student's Person

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

### Closed Campus

Le Sueur-Henderson Middle and High School is a closed campus. Only Seniors eligible for Senior Privileges may leave during lunch and/or afternoon Study Halls. Students who have signed up to take online classes or PSEO must elect to be on campus or off-campus for the entire semester. Students who remain on campus during online classes or PSEO will be assigned to a designated area of the building where attendance will be taken each day. Students who elect to be off campus during their online class must leave school property each day and sign in/out through the school office.

### Investigations

Students are required to participate and answer questions on investigative matters regarding student conduct that involves a violation of the student code of conduct.

### Pledge of Allegiance

Schools in the district recite the Pledge of Allegiance to the United States of America one or more times each week. Anyone who does not wish to participate in reciting the Pledge of

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Allegiance for any personal reason may elect not to do so. Students must respect another person's right to make that choice.

### **Student Publications and Materials**

The school district's policy is to protect students' free speech rights while, at the same time, preserving the district's obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building principal and/or sponsor. Non School-sponsored publications may not be distributed without prior approval.

### **Distribution of Non School-Sponsored Materials on School Premises**

The school district recognizes that students and employees have the right to express themselves on school property. This protection includes distributing nonschool-sponsored material, subject to school district regulations and procedures, at a reasonable time and place and in a reasonable manner. For detailed information, see the complete "Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees" [policy 505](#).

### **Posters, Banners, Signs, and Bulletin Boards**

School sponsored co-curricular activities may post signs/banners/posters to advertise activities concerning school functions with the approval of their group's advisor. School clubs may post signs to advertise meeting times and location with the approval of school administration. Functions that are not school sponsored must have approval of school administration before being posted. Le Sueur-Henderson Middle/High School will have designated posting areas within the building, and all signs/banners/posters must be within these designated posting areas. Any sign/banner/poster not posted in the approved areas or posted without administrative approval will be removed. Those who post information are expected to remove it the school day following the event. Prior permission of administration is required of anyone for the distribution or selling of pamphlets in or about Le Sueur-Henderson Middle/High School.

### **School-Sponsored Media**

School district policy 512 sets forth the rights and responsibilities of student journalists. Student media advisers shall supervise student writers journalists to ensure compliance with the law and school district policies. Students producing school-sponsored media and participating in school activities will be under the supervision of a student media adviser and the school principal. Expression in school-sponsored media or school-sponsored activity is prohibited when the material:

1. is obscene to minors;
2. is defamatory;
3. is profane, harassing, threatening, or intimidating;
4. constitutes an unwarranted invasion of privacy;
5. violates federal or state law;

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6. causes a material and substantial disruption of school activities;
7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
8. advertises or promotes any product or service not permitted for minors by law;
9. advocates sexual, racial, or religious harassment or violence or prejudice; or
10. is distributed or displayed in violation of time, place, and manner regulations.

Expression in school-sponsored media or school-sponsored activity is subject to school district editorial control over the style and content when the school district's actions are reasonably related to legitimate pedagogical concerns. School-sponsored media may be distributed at reasonable times and locations.

### Senior Privileges

Senior Privilege is a program for seniors who are on track to graduate and are in good academic and behavioral standing. This privilege is offered at the discretion of LSH M/HS administration. Senior Privilege will begin no earlier than the second week of school. Eligibility may be determined at mid-term and semester.

In order to qualify students must:

- Have attained a minimum of 20 credits at the start of their senior year
- Have attained a minimum of 22.5 credits by the end of their first semester senior year.
- Students must demonstrate responsibility by maintaining a minimum cumulative GPA of 2.0
- Sustain a positive attendance record (no more than 7 excused or unexcused absences per semester).
- Positive conduct.

Seniors who qualify for this are free to leave campus during afternoon study hall and during lunch. They may not leave campus with underclassmen during either of these times. Senior Privilege may be revoked if disciplinary, behavioral or attendance expectations are not met. Seniors who qualify for the Senior Privilege Program must complete the application form, have their parent or guardian submit it to the main office during the first week of school. Seniors will be informed when they have been approved and can then begin to exercise their privileges.

### Student Lockers

Students and parents are reminded that lockers are school property and "on loan" to the student for the school year. **It is the responsibility of the student to ensure that no one else has the combination for the locker, and to keep the contents of the locker free of illegal or dangerous items.**

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- Valuables; including wallets or purses, should not be kept in the locker, as the district assumes no responsibility for lost or stolen items.
- Only school locks are allowed on lockers; this does not apply to athletic lockers. Other locks used in locker rooms will be removed, even if the lock is destroyed (with no replacement compensation), when deemed necessary by school administration.
- Students are reminded to report any problems with their locker, repairs needed or theft immediately. If the locker is damaged, a fine will be assessed. The fine will be based on the cost of the repairs.

According to District [Policy #502](#), school officials may inspect the interiors of lockers for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials. Students may be held responsible for damage done to his/her locker. All lockers must be emptied completely by the last day of the completion of each school year.

### Student Parking

Student parking will not be assigned and will be on a first come, first choice basis each day. Students will need to complete a parking permit registration form and submit payment to the Le Sueur-Henderson High School office. This can be done beginning on the third Monday in August. The cost for a parking pass will be determined by the following dates of purchase and be valid through the school year:

- |   |                |
|---|----------------|
| • Permits purchased between <b>Sept 2 - Oct 30, 2025:</b>       | <b>\$70.00</b> |
| • Permits purchased between <b>Nov 1, 2025 - Jan. 16, 2026:</b> | <b>\$52.50</b> |
| • Permits purchased between <b>Jan. 18 - March 20, 2026:</b>    | <b>\$35.00</b> |
| • Permits purchased between <b>March 21 - May 21, 2026:</b>     | <b>\$17.50</b> |

Upon receipt of payment and registration, the student will receive a parking permit allowing them to park in the South off of Ferry Street or West parking lots at LSH High School.

### Vehicles on Campus

The school bus lot and faculty lot (at the back of the school) are off limits to students from 7:30 a.m. to 4:00 p.m. The parking lot will be randomly checked for vehicles that do not have permits as well as cars parked in nonstudent locations. Vehicles parked on school grounds without the proper permit, parked in nonstudent locations, or not in a designated parking stall will be towed at the owner's expense.

### 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.

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Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

### Search of the Interior of a Student's Motor Vehicle

~~Interiors of students' vehicles in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of a law, school policy, or rule. If a search yields contraband, school officials may seize the item and may turn it over to legal authorities when appropriate. A student who violates this policy may be subject to withdrawal of parking privileges and/or discipline according to the school district's "Student Discipline" policy.~~

The interior of a student's motor vehicle, including the glove and trunk compartments, in a school district location 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 loss of parking privileges and to discipline if the student refuses to open a locked motor vehicle or its compartments under the student's control upon a school official's request. POLICY #506

## CO-CURRICULARS, ACTIVITIES & ATHLETICS

~~Students are encouraged to participate in the many co-curricular activities available at Le Sueur-Henderson High School. Information regarding participation fees and head coaches/advisors can be found in the LSH Activities Handbook.~~

The school district provides opportunities for students to pursue special interests that contribute to their physical, mental, and emotional health. Formal instruction is the school district's priority.

Students who participate in school-sponsored activities are expected to represent responsibly the school and community. All rules pertaining to student conduct and student discipline apply to school activities.

All spectators at school-sponsored activities are expected to behave appropriately. Students and employees may be subject to discipline. Parents/guardians and other spectators may be subject to sanctions for inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

The Le Sueur-Henderson School District is a member of the Minnesota State High School League (MSHSL). Students who participate in MSHSL activities must abide by the MSHSL rules. The district will enforce all MSHSL rules during the school year and in the summer as applicable.

Employees who conduct MSHSL activities will cover applicable rules, penalties, and opportunities with students and parents/guardians prior to the start of an activity. For

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more information about the MSHSL rules and student eligibility requirements, contact Paul Theorin, Activities Director.

A MSHSL Parent Permission form must be signed by both parent and student once each year; also, a physical examination form must be on file signed by doctor, parent and student and must be renewed every three years. (Participants cannot begin without these forms).

### Co-Curricular Academic Eligibility Standards

Academic achievement and co-curricular activity participation go hand in hand to promote the educational growth of each student. Whenever there is a question of priority, however, we at Le Sueur-Henderson High School believe that academics take precedence. For this reason and to encourage achievement in both curricular and co-curricular areas, the following academic standards and eligibility guidelines have been established.

In order to be eligible for all co-curricular events, students must have all school work current and up to a passing level. Every two weeks, starting with the 3<sup>rd</sup> week of each semester, a "deficiency list" will be generated by the Activities Director. All students whose name appears on the "deficiency list" will forfeit their privilege to participate in co-curricular events until they are passing all of their classes. In order to regain eligibility for co-curricular participation, ineligible students are required to bring teacher-signed verification to the Activities Director or the Activities Director's Secretary that their schoolwork is at a passing level.

### Family / Church Night

By virtue of a long standing agreement with the Le Sueur-Henderson Ministerial Association, Wednesday evenings are to be free of school activities. No school activities are to be scheduled after 5:45 p.m. on Wednesdays unless specifically approved by the Superintendent.

### Student in Good Standing Expectations

All Homecoming/Snow Week Dance/Prom/School Dance/Valleyfair attendees must qualify as a student in good standing. To qualify as a student in good standing, A student must:

- Complete all assigned detention time.
- Pay all fees.
- Not be serving any in or out of school suspension or exclusion during the scheduled event.
- Not have a record of repeated behavioral violations. Such a record may result in loss of participation as determined by school administration.
- Not have more than 4 unexcused absences at school for Homecoming.
- Not have more than 6 unexcused absences at school for Snow Week.
- Not have more than 7 unexcused absences at school for Prom or Valleyfair.

A student who is not in good standing significantly compromises their education and the integrity of the school environment. Students must understand that going to homecoming and/or prom is a privilege and that their primary responsibility is to maximize their academic opportunities while at LSH.

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### Mood Altering Chemicals

Students are subject to Minnesota State High School League Rules.

## PENALTIES FOR CATEGORY I: Athletic Activities, Debate, Speech, One Act Play

**1st Offense:** Student will lose eligibility for the next 2 consecutive contests or 2 weeks of a season in which the student is a participant, whichever is greater.

**2nd Offense:** Student will lose eligibility for the next 6 consecutive contests or 3 weeks of a season in which the student is a participant, whichever is greater.

**3rd Offense:** Student will lose eligibility for the next 12 consecutive contests or 4 weeks of a season in which the student is a participant, whichever is greater.

## PENALTIES FOR CATEGORY II: Musical Activities, Visual Art Activities

**1st Offense:** Student will lose eligibility for the next activity performance.

**2nd Offense:** Student will lose eligibility for the next two (2) activity performances.

**3rd Offense:** Student will lose eligibility for the next four (4) activity performances. If a student is involved in both categories, they are required to serve penalties in each.

\*Students with a chemical violation that have not completed their penalty are ineligible to be royalty candidates for Homecoming or Snowball or participate in other school sponsored activities.

### Due Process Procedure

A student, parent or guardian wishing to contest a school's decision regarding eligibility may appeal that decision by contacting the Activities Director's office for a copy of the Due Process Procedure.

### Fee Waiver

District policy allows activity fees to be waived on the basis of undue hardship or family income/family need. The Activities Director will determine eligibility.

- Students who qualify for "free lunch" will have their fee waived.
- Students who qualify for "reduced lunch" will pay 1/2 the required fee.

Please notify the Activities Director if you qualify for free/reduced lunches.

### Activity Passes

Activity passes may be purchased at the High School Activities Office or at the ticket gate before games. The passes may be used for all regular season home events, *excluding tournaments and/or playoffs. These passes cannot be used for post-season events.*

- Student Season Pass:       \$30
- Adult Season Pass:         \$75
- Sr. Citizens - LSH Taxpayer (60 & Over):       Free
- Sr. Citizen Non - LSH Taxpayers: (60 & Over):   \$30

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### South Central Conference Sportsmanship Code

- Accept the decisions of the contest officials.
- Avoid unsportsman-like gestures or language.
- Display modesty in victory and graciousness in defeat.
- Show respect for opposing coaches, players and fans.
- Show respect for public property.
- Show respect for coaches' decisions during and after games.
- Be positive and refrain from negative comments

### School Dances

All students attending school dances are required to have a LS-H photo ID for admission. Non-LSH students may also attend if they attend with a LS-H student and have completed a school dance verification form available in the office. Guests must at least be in 9th grade and younger than 21 years of age. Appropriate behavior and dancing must be displayed at all times, or students will be asked to leave the dance.

Prom is a formal evening that is sponsored by the Junior class and includes a grand march and dance. All 11th and 12th grade students are invited. The following guidelines must be followed to participate in the event:

- All couples must register in the office.
- All participants are expected to dress formally.
- Administration reserves the right to deny a student from participating if they deem a student has not followed dress expectations for this event or the school dress code.
- 10th grade students may attend as the guest of an 11th or 12th grade student. Any student below 10th grade may not attend as a guest.

### National Honor Society

The purpose of this organization shall be to create enthusiasm for scholarship, to stimulate a desire to render service, to promote leadership, and to develop character in the students of secondary schools.

Membership in the Le Sueur-Henderson High School Chapter of the National Honor Society is an honor bestowed upon a student at an induction ceremony each May. To be eligible for membership, the candidate must meet the following criteria:

1. Be a member of the sophomore, junior or senior class.
2. Have a cumulative scholastic average of 3.33 ("B+") for the sophomore and/or junior year.

When candidates have met these scholastic criteria, they become probationary members and will be evaluated on the basis of service, leadership, and character. Probationary members become official members by a majority vote of the Honor Society Faculty Council and are inducted at a special ceremony in the spring.

Each year all members of the Le Sueur - Henderson Honor Society are required to plan and participate in one or more service projects that have the following characteristics: fulfill a need within the school or community; have the support of the administration and the

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faculty; be appropriate and educationally defensible; and be well planned, organized and executed.

## DAILY SCHEDULES

### Student Schedules

Students must be registered and attending LS-H High School for seven periods each semester. Students may only register for two periods of study hall. Any variation from these guidelines is at the principal's discretion.

#### Regular Daily Schedule

#### Two Hour Late Start Schedule

#### Two Hour Early Release Schedule

RISE	8:10-8:35		PERIOD 1	10:10-10:45		PERIOD 1	8:10-8:45
PERIOD 1	8:39-9:27		PERIOD 2	10:50-11:25		PERIOD 2	8:50-9:24
PERIOD 2	9:31-10:19		HS LUNCH	11:25-11:55		PERIOD 3	9:29-10:03
PERIOD 3	10:23-11:11		PERIOD 3 - HS	11:55-12:30		PERIOD 4	10:08-10:42
HS LUNCH	11:11-11:41		PERIOD 3- MS	11:30-12:05		HS LUNCH	10:42-11:12
PERIOD 4 - HS	11:45-12:33		MS LUNCH	12:05-12:35		PERIOD 5 - HS	11:17-11:51
PERIOD 4 - MS	11:15-12:03		PERIOD 4	12:35-1:10		PERIOD 5- MS	10:47-11:21
MS LUNCH	12:03-12:33		PERIOD 5	1:15-1:50		MS LUNCH	11:21-11:51
PERIOD 5	12:37-1:25		PERIOD 6	1:55-2:30		PERIOD 6	11:56-12:30
PERIOD 6	1:29-2:17		PERIOD 7	2:34-3:08		PERIOD 7	12:35-1:08
PERIOD 7	2:21-3:08						

## DISTRICT CALENDAR

The school calendar is adopted annually by the school board. A copy of the school calendar can be found on the school district's website at <https://www.isd2397.org>.

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## GENERAL INFORMATION

### 18 Year Olds

Minnesota Law 120.06 states that school districts may impose the same rules and regulations on students 18-21 years of age as those imposed on students under 18. All Le Sueur-Henderson High School students are expected to adhere to the same set of policies and guidelines.

### Fees

Materials that are part of the basic educational program are provided with state, federal and local funds at no charge to a student. Fees may be charged to students under circumstances including:

- Admission fees or charges for extracurricular activities, where attendance is optional and where the admission fees or charges a student must pay to attend or participate in an extracurricular activity are the same for all students, regardless of whether the student is enrolled in a public or a home school.
- Cost for materials for a class project that exceeds minimum requirements and is kept by the student.
- Security deposits for the return of materials, supplies or equipment.
- Personal physical education and athletic equipment and apparel.
- Items of personal use or products that a student has an option to purchase such as student publications, class rings, annuals, and graduation announcements.
- Field trips considered supplementary to the district's educational program.
- Admission fees or costs to attend or participate in optional extracurricular activities and programs.
- Cost of school equipment or material either lost, destroyed, broken, or unduly damaged through carelessness or failure to follow instructions, in the amount necessary to restore the item involved to service.
- Use of musical instruments owned or rented by the school district.
- Participation fee for co-curricular activities such as athletics. See the activities office for information about these fees.
- Cost of the yearbook, graduation announcements, or class rings.
- A school district sponsored driver or motorcycle education training course.
- Transportation to and from school for students living within two miles of school.
- Transportation of students to and from optional extracurricular activities or post-secondary instruction conducted at locations other than school.

Students are required to furnish their own paper, pencils, pens, notebooks, graph paper, sketch pads, calculators, ~~physical education clothing, tennis and athletic shoes and~~ other ~~items of personal~~ equipment items.

Students will be charged for textbooks, workbooks, and library books that are lost or destroyed. The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information contact the Principal.

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### Lost and Found

The lost and found service is located by the office. Contact the receptionist if you have lost or found items. Students should not leave money or valuables in lockers. Keep your locker locked at all times and do not share your locker combination with others.

### Messages/Deliveries

Office telephones are not for students' personal use. Students will not be called out of class to receive phone messages except in the event of an emergency. Personal cell phone use during the instructional day is prohibited. Students are expected to stop in the office for packages delivered from parents. No work related messages from employers will be delivered. No student-to-student messages will be delivered.

### Nondiscrimination

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age in its programs and activities. The school board has designated ~~Dave Swenberg~~ Paul Theorin, Athletic Director, 901 Ferry St, 507-665-5804, as the district's human rights officer to handle inquiries regarding nondiscrimination.

### Parent Right to Know

If a parent requests it, the school district will provide information regarding the professional qualifications of his/her child's classroom teachers, including, at a minimum, the following:

1. whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
- ~~3. the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree; whether the teacher is teaching in the field of discipline of the certification of the teacher;~~
4. whether the student is provided services by paraprofessionals and, if so, their qualifications.

In addition, the school district will provide parents with information as to the level of achievement of their child in each of the state academic assessments. The school district will provide notice to parents if their child has been assigned to, or taught for four or more consecutive weeks by, a teacher who ~~does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned. is not highly qualified.~~

### School Hours

Students are scheduled into classes from 8:10 to 3:08 each day. Students are responsible to report to their assigned classes in the time allowed. The building is open from 7:30 a.m. to 4:00 p.m. for students to use the library or meet with teachers. Students are expected to

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conduct themselves appropriately and be under the supervision of school staff at all times. Loitering in the building is not allowed.

### Staff Phone Extensions and Directory

High School Office	507-665-5800
Nurses Office	507-665-5811
Attendance Line	507-665-5801
<a href="#">LS-H Middle &amp; High School Staff Directory</a>	isd2397.org

### Student Insurance

The school district has no student insurance for accidents occurring at school.

### Student Records

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an "eligible" student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more information on the rights of parents/guardians and eligible students regarding student records. A complete copy of the school district's "Protection and Privacy of Pupil Records" policy may be obtained at [[Policy 515](#)].

### Student Surveys

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. For complete information on the rights of parents/guardians and eligible students about conducting surveys, collection, and use of information for marketing purposes, and certain physical examinations. A complete copy of the school district's "Student Surveys" policy may be obtained at [[Policy 520](#)].

## [Transportation of Public School Students](#)

The school district will provide transportation, at the expense of the school district, for all resident students who live two miles or more from the school. Transportation will be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break, except in certain circumstances. The school district will not provide transportation for students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian.

### Extracurricular Transportation

The school district may provide transportation for students to and from extracurricular activities. To the extent the school district provides extracurricular transportation, the district may charge a fee for transportation of students to and from extracurricular activities and optional field trips at locations other than school.

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## HEALTH AND SAFETY

The safety of students on campus and at school-related activities is a high priority of the district. While district-wide safety procedures are in place, student and parent cooperation is essential to ensuring school safety.

### Accidents

All student injuries that occur at school, at school-sponsored activities, or on school transportation should be reported to the School Nurse in the MS/HS Office. Parents/guardians of an injured student will be notified as soon as possible. If the student requires immediate medical attention, the principal or other district leader will call 911 or seek emergency medical treatment and then contact the parent(s).

### Crisis Management

The Le Sueur-Henderson School District has a Crisis Management Plan in place to provide guidelines, structure, and a process in dealing with a range of crisis situations which may interrupt the normal operation of school at our building sites and/or in our community. The plan provides a process to deal with any situation that has the potential to result in physical injury to one or more students, staff, or community members.

The key elements of the Crisis Management Plan involve the following:

- Routine and emergency building security procedures
- Keeping our students and staff safe and out of harm's way
- Identifying the specific role of each member of the school staff during a crisis
- Informing school district staff using information channels to communicate effectively
- Dealing effectively and fairly with the news media and
- Stopping the rumor mill (internally and externally).

For more information, please review District [Policy 806](#).

### Data Privacy/Release of Student Information

Student records are classified as public, private, or confidential. State & federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. The directory information identified by the Le Sueur-Henderson School District can be found in [Policy 515](#). Per Federal law, Le Sueur-Henderson Schools provides a list of high school students to secondary institutions and military recruiter offices as requested, unless the parent or student requests in writing that their name be removed from the listing. This information is public. The parent or student may, however, notify the school in writing that any or all of the information listed here not be released to that individual student. Parents (or students 18+) who do not want this information to be shared should give notice in writing to the district by October 1st of each year. For more complete information on the rights of parents/guardians and eligible students regarding student records, please review District Policy 515.

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### Drug-Free School and Workplace

The possession and use of alcohol, controlled substances, and toxic substances are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The school district will discipline or take appropriate action against anyone who violates this policy.

District policy is not violated when a person brings a controlled substance that has a currently accepted medical treatment into a school location for personal use if the person has a physician's prescription for the substance except marijuana is not allowed on school property even if prescribed. Students who have prescriptions must comply with the school district's "Student Medication" policy.

### Emergency Evacuation Procedures

Emergency evacuation procedures are posted in each classroom. It is the student's responsibility to know the procedure for each classroom.

### Employment Background Checks

The school district will seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also will seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

### Essential Oils and Scented Products

Staff will not administer essential oils to students. If the student has a Doctor's prescription for essential oils, this should be administered by the nurse or designee. Staff will be cognizant of student health concerns that may be heightened with scents. Some students are sensitive to air fresheners, diffusers, essential oils or other scented products. If a classroom has a student or staff member that is sensitive, that classroom should not use these products. Please talk to the school nurse if you are unsure if a student is sensitive to these products.

### Equal Access to School Facilities

The school district has created a limited open forum for secondary students to conduct non curriculum-related meetings during non instructional time. The school district will not discriminate against or deny equal access or a fair opportunity on the basis of the religious, political, philosophical, or other content of the speech at such meetings. These limited open forum meetings will be voluntary and student initiated; will not be sponsored by school employees or agents; employees or agents of the school will be present at religious meetings only in a non participatory capacity; the meetings will not interfere with the orderly conduct of educational activities within the school; and nonschool persons will not direct, control, or regularly attend activities of student groups. All meetings under this provision must follow the procedures established by the school district.

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## Health Information

### First Aid

The nurse's office in each building is equipped to handle minor injuries requiring first aid. If the nurse's office is not open, assistance can be sought from the building's administrative office. If a student experiences a more serious medical emergency at school, 911 will be called and/or a parent/guardian will be contacted depending on the situation.

The district has installed automated external defibrillators (AEDs). Tampering with any AED is prohibited and may result in discipline.

### Communicable Diseases

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If a parent or guardian suspects that his/her child has a communicable or contagious disease, the parent or guardian should contact the school nurse or principal so that other students who might have been exposed to the disease can be alerted.

Students with certain communicable diseases will not be excluded from attending school in their usual daily attendance settings as long as their health permits and their attendance does not create a significant risk of transmitting the illness to other students or school district employees. The school district will determine on a case-by-case basis whether a contagious student's attendance creates a significant risk of transmitting the illness to others.

### Immunizations

All students must provide proof of immunization or submit appropriate documentation exempting them from such immunizations in order to enroll or remain enrolled. Students may be exempted from the immunization requirement when the immunization of the student is contraindicated for medical reasons; laboratory confirmation of adequate immunity exists; or due to the conscientiously held beliefs of the parents/guardians or student. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student reaches the age of 18. For a copy of the immunization schedule or to obtain an exemption form or information, contact the School Nurse in the MS/HS Office.

### Medications at School During the School Day

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An "Administering Prescription Medications" form must be completed once a year and/or when a change in the prescription or requirements for administration occurs. Prescription medications must be brought to school in the original container labeled for the student by a pharmacist, and must be administered in a manner consistent with the instructions on the label. Prescription medications are not to be carried by the student, but will be left with the appropriate school personnel. Exceptions that may be allowed include: prescription asthma medications administered with an inhaler pursuant to school district policy and procedures, medications

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administered as noted in a written agreement between the school district and parent or as specified in an Individualized Education Program (IEP), a plan developed under Section 504 of the Rehabilitation Act (section 504 Plan), or an individual health plan (IHP). Marijuana is not allowed on school property even if prescribed. The school district is to be notified of any change in administration of a student's prescription medication.

### Suicide Prevention Information

Le Sueur-Henderson school district issues identification cards to students in middle and high school, which provide contact information for the National Suicide Prevention Lifeline (1-800-273-8255) and Crisis LifeLine (988 LifeLine), the Crisis Text line (741741), and the Le Sueur County Mobile Crisis Services (1-877-399-3040).

## Video and Audio Recording

### School Buses

All school buses used by the school district may be equipped for the placement and operation of a video camera. The school district will post a notice in a conspicuous location informing students that their conversations or actions may be recorded. The school district may use a video recording of the actions of student passengers as evidence in any disciplinary action arising from the students' misconduct on the bus.

### Places Other Than Buses

The school district buildings and grounds may be equipped with video cameras. Video surveillance may occur in any school district building or on any school district property.

### Visitors

To ensure the safety of those in the school and to avoid disruption to the learning environment, all visitors must report directly to the school office upon entering the building, with the exception of events open to the public.

During the school day, visitors will be asked to present a government-issued ID, such as a driver's license or passport, which will be scanned into the system. The Raptor system will then conduct an on-the-spot background check against the national sex-offender database. Once entry is approved, a sticker badge will be issued and will be required to wear (must be visible) while in the building. The system does not create a copy of the ID. The Raptor scanner collects the ID photo, name, date of birth, and the last four digits of the license number.

Visitors must have the approval of the principal before visiting a classroom during instructional time.

An individual or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district. **All visitors will both register and check out in the school office.**

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We value and encourage parental involvement. We also encourage parent visits to school, especially for special events such as concerts, conferences, open house, and sporting events, and also for volunteering opportunities. In the interest of assuring student safety and minimizing disruptions to the educational process, visitors who plan to come in during the student day (8:10 AM-3:08 PM) must abide by the following guidelines:

1. Parents are welcome to visit the counseling or administrative offices at any time during the school day, but appointments are advised.
2. Notify the school office at least 24 hours in advance if you wish to visit a classroom.
3. Classroom visits for parent-teacher conferencing will not be permitted. Teacher conferences need to be scheduled for before 8:10 AM or after 3:08 PM.
4. Please do not bring others, especially young children, on your visit.
5. Classroom visitation will only be permitted for classes in which your child is enrolled and presently attending.
6. Actions or demonstrations that draw attention or disrupt the class in any way are prohibited.
7. Visitors will not audiotape, record video or take photographs during the class without prior permission from the principal.
8. The names of students shall not be mentioned by the visitor when publicly discussing anything observed during the visit.
9. If a parent requests a visit to his or her school and custody of the child is an issue, the principal will abide by existing legal agreements.
10. School administrators have the discretion to adopt or enforce more specific and/or restrictive rules governing visits to school buildings.

Students enrolled in other school districts may not attend LSH Middle and High School during the academic day. They are welcome to attend extra curricular activities and must follow the guest procedures outlined for all school dances.

### Weather Emergencies

School cancellations or emergency late starts will be announced through the school notification system and on radio stations KEEZ (Z99) 99.1 FM; KYSM 103.5 FM; KRBI 105.5 FM; KMKO 95.7 FM (all are Three Eagles Radio Stations in Mankato); KCHK New Prague 103.5 AM, 95.5 FM and TV stations WCCO Channel 4, KSTP Channel 5, KMSP Channel 9, KARE Channel 11 and KEYC Channel 12. Please use these notification systems, rather than calling the school. It is important our lines are available for emergency calls. In most instances, if there is an emergency school closing or if school is closed due to inclement weather, all co-curricular practices, games, or events will be canceled or postponed. Exceptions to this policy may occur if conditions improve throughout the day and travel is deemed safe for games and/or practices. A final decision on participation in Activities during emergency closing situations will be made by the Superintendent, Activities Director, Building Principal, and Director of Transportation.

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## STUDENT SERVICES

### Lunch/Breakfast Program

All students will receive one free breakfast and one free lunch each day. Students may also purchase 2nd meals and ala carte items from the school cafeteria during scheduled meal times.

Lunch is to be eaten in designated areas only. Lunch times vary by grade level. Students will be notified of their assigned lunch time on the first day of school. Students may receive a lunch at school or bring a prepared lunch from home. Milk will be available to supplement lunches brought from home.

**\*TICKET SALES:** We have a computerized system that allows parents/students to add money to their account. When a student eats a meal, we will deduct from the amount available.

Students will give their PIN number for lunch and breakfast. Students will be expected to settle their accounts in the mornings at the high school kitchen. Checks should be made payable to ISD 2397, please indicate your child's name on your check memo.

Breakfast will be available in the school cafeteria each morning from 7:40-8:00 a.m. Students should not arrive for breakfast until the scheduled time. School lunch menus are available in the serving line

Information regarding free and reduced meal application procedures are made available to families in the fall of each year. If you need a form during the year please contact Becky Eades at 507-665-5813 or the school office.

Food Service Prices 2025-2026	
Student Breakfast	\$3.00
6-12 Lunch	\$5.25
Extra Milk	\$.50

**Please note:** *When a family qualifies for Free or Reduced meals, the school receives more state aid funding, even if the student(s) do not use the hot lunch program. Please complete the Educational Benefits form and return it to school. More state funding means more educational opportunities for our students!*

### Notification of Account Status

- A. Food account balances are posted to the Infinite Campus Parent Portal daily for families to review.

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- B. The parent/guardian will be notified when any of their children's accounts are \$5.00 or less according to the following procedures.
  - a. Middle / High School
    - i. Once a student's balance becomes \$5.00 or less, email notification will be sent to the parent/guardian contact by the Food Service Director.
    - ii. If the account becomes below \$0, an email and letter will be sent home by the Food Service Director.
    - iii. When the balance is -\$15.00, a phone call to parent/guardian will be made by the food service director. Students will not be allowed to take items beyond a single reimbursable meal.
    - iv. When the balance is at -\$30.00, the Building principal or designee will meet with the family.
- C. Families using Non-Sufficient Fund Checks to replenish their lunch accounts will be charged \$15.00 for collection charges.
- D. At the end of the year, significant negative accounts (below -\$50) for Food Service Fund Balances and/or unreturned or damaged school district property will be sent to collections after attempts have been made to contact parents/guardians.

### School Nurse

A certified school nurse is in the district during the school day to provide health services for all students and staff. A diagnosis of any illness is not made by the nurse. Health services include: (1) first aid, (2) hearing and vision screening, (3) limited classroom teaching, (4) individual student/family health counseling, (5) scoliosis screening, (6) keeping of health records on each child, and (7) a resource for teachers.

If a student becomes ill at school, **the student is required to report to the nurse's office.** The parent or guardian, or a person designated by the parent or guardian is called by the school nurse. It is the parent's responsibility to take the student home. In case of an accident, first aid will be administered and the parent or guardian will be called. If the student needs further treatment, it is the responsibility of the parent or guardian to transport the student to the doctor. In the event that a parent or guardian cannot be reached, the school will contact the physician listed on the student information form or make whatever arrangements necessary to provide health service to the child.

It is very important to update the student information form for each of your students each Fall, so we have the most current information should illness or an accident occur during the school day. If any changes occur during the year please contact the school secretary with a new address, phone number, work phone, neighbor contact, etc.

### Illnesses

**Students not feeling well must report to the nurse's office. Students calling a parent/guardian for pickup from school prior to seeing the school nurse will receive an unexcused absence.** When your child is ill, please call the school daily to report the illness. If we call because your child has become ill, arrangements are expected to be made for your child to be picked up within an hour.

Many students and parents are concerned about when students should stay home or attend school. The following information is intended to help with this decision:

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- Students with a fever of 100 degrees or more are expected to stay home for 24 hours after the temperature returns to normal without medication.
- If the student has vomited or had diarrhea, he/she is expected to stay home until 24 hours after the last episode.
- If the student has any rash that may be disease-related or the cause is unknown, check with your health care provider before sending him/her to school.
- If the student has open/draining skin sores, or inflamed/draining eyes or ears the student should stay home until seen by your healthcare provider.

## COUNSELOR

### Mission Statement

The mission of the Counseling Program is to empower all learners to lead satisfying lives in the present and to make successful connections to the future.

### Services available to every student

- Helping students plan a program, select courses and change schedules if necessary.
- Testing and interpretation of test scores.
- Providing career information.
- Helping students deal with a personal crisis.
- Assisting individual students with decision making and goal setting.

### Location

The Counseling Center is located in the main office. Jessica Kirschner is the School Counselor for students in grades 6-12. Cassie Wilke is the Child Life Specialist.

### P.O.W.E.R. Lounge

The POWER Lounge is a dedicated space in our school designed to support students in various ways. It stands for **Pride, Ownership, Willingness, Empathy, and Respect**—the core values we strive to uphold in our community. The POWER Lounge provides a safe and supportive environment where students can de-escalate from stressful situations, reflect on their actions, and relearn appropriate behaviors. It also offers a haven for social-emotional support, helping students navigate their personal and academic challenges with the guidance of trained staff. Our goal is to foster a positive school experience by encouraging students to take ownership of their actions, demonstrate willingness to improve, show empathy towards others, and maintain respect in all interactions.

### Appointments

To make an appointment with the counselor, check with the counselor and set an appointment. Parents who wish to make an appointment to discuss their student's needs may do so by contacting the counselor or Child Life Specialist.

Jessica Kirschner: (507) 665-5807  
jkirschner@isd2397.org

Cassie Wilke: (507) 665-5806  
cwilke@isd2397.org

### Program Outcomes

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1. To provide counseling services that are flexible and relate to a variety of current student needs.
2. To assist all students to develop self-understanding and a positive self-concept.
3. To assist all students to develop effective human relations.
4. To assist teachers in their classroom relationships with students.
5. To provide positive intervention for students in need.
6. To support students' social emotional learning and development.
7. To assist all students to develop decision-making competencies.
8. To provide students with developmental career education experiences and information.
9. To help students relate their high school studies to their abilities and to their future career goals.
10. To assist students in applying to and being accepted at colleges and technical schools.
11. To provide students with information on post-high school opportunities in the workforce, the military, and other specialty careers.
12. To provide parents and students with current information on financial aid and scholarships.
13. To facilitate the administration of district-wide testing programs.
14. To provide students, parents, teachers and administrators with standardized test results and interpretations.

### Library Media Center

The Library Media Center (LMC) serves as an instructional facility for all students and staff. It is here that the critical skills of information gathering, analyzing, and evaluating are practiced and reinforced. ~~Located in the LMC are: a main reading and instructional area, a mini-lab for students conducting online research and working on computer projects, a video viewing station, and access to a variety of resources.~~ Students may use the library/media center during the school day and before and after school only when a supervisor is present.

The resources of the LMC are made available to all students. Students, in turn, are expected to demonstrate proper care of the materials, equipment and facilities. This includes sharing resources with others by returning them when due. Students will be charged fees for lost or damaged materials.

### Use of the Library/Media Center (LMC)

The library is a place for quiet study. Students using the center must not interfere with others working there. No food or pop is allowed in the library or the computer labs. Students are expected to come to the center prepared.

Grades 6-8 Procedure: Teachers will take their students to the LMC during classes and stay with them while they are in the LMC.

Grades 9-12 Procedure: To use the LMC during study hall, students must follow the pass system requirements to obtain a pass from the academic teacher who assigned the materials being worked on. No more than 5 students from any one study hall will be allowed to use the LMC during any given class period. Classroom teachers will accompany their students to the LMC and stay with them if more than 5 students

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need to use the LMC. Students who are taking online courses will not be allowed to use the LMC unless appropriate technology/resources are unable to be provided in their designated school location.

### Penalty for Misuse

Students who do not behave in a responsible manner will not be allowed to use the LMC for a time determined by the teacher and Assistant Principal/Dean of Students or Principal.

## STUDENT CONDUCT

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For detailed information on the Student Code of Conduct and consequences for violations, see the "Student Discipline" [Policy 506](#) (Appendix 5).

### CELL PHONES/ELECTRONIC DEVICES



Before I make a post, I pledge to ask myself:

Who will be able to see what I post?  
Will anyone be embarrassed or hurt by it?  
Am I proud of what I'm posting?  
How would I feel if someone posted it about me?

ALL GIANTS need to use common sense when posting on the internet **sites**, texting, or tweeting. Any posts that are related to school (including the use of school logos), harmful to students, or cause a disruption of the school environment are subject to potential school consequences.

LSH recognizes that cell phones and **personal electronic** devices can serve an educational purpose. Students are reminded that having a cell phone **and/or personal device** in your possession is a privilege at LSH MS/HS. It is the responsibility of the student to be aware of cell phone and **personal device (including** wearable technology) expectations.

#### Cell Phone Expectations Grades 9-12

9-12th grade students are not allowed to bring cell phones/**personal devices** into the classroom. Students must leave cell phones in their lockers while in class.

#### Cell Phone Expectations Grades 6-8

**AWAY FOR THE DAY:** 6-8th grade students are expected to turn off and leave cell phones/**electronic personal** devices at home or in their locker from 8:10-3:08 pm.

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Le Sueur-Henderson Middle/High assumes NO RESPONSIBILITY for the loss or theft of any **electronic personal** devices nor is it obligated to investigate any loss or theft. If you are concerned about loss or theft, leave the device at home.

Wearable technology may be included if it interferes with learning and/or academic integrity. For safety reasons, earbuds will not be allowed outside of classrooms during the school day.

*\*Students suspected of any inappropriate use (cheating, pictures, social media, etc) of any cell phone **or personal device** in their possession may be asked to show the contents of the phone. Refusal to show the contents may result in the student not being allowed to bring the phone to school for the rest of the year.*

The use of electronic **and/or personal** devices or other objects, which cause distractions to the educational environment; making, distributing or posting recordings, either audio or video, of any school activities, classroom, or school employee without prior approval of a building administrator; and the use of **electronic-personal** devices in locker rooms, as well as, classrooms or other areas requiring a private, secure, or distraction-free setting are examples of unacceptable behavior subject to disciplinary action by the school. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings; school grounds and school property; school-sponsored activities or trips; school bus stops; school buses; school vehicles; school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions. This policy also applies to any student whose conduct at any time or in any place interferes with, or obstructs, the mission or operations of the school or the safety or welfare of the student, other students, or employees.

Violation 1: Lunch Workshop/Detention and phone/**personal electronic** device kept in the office until the end of the day.

Violation 2: Lunch Workshop/Detention and parents picking up the cell phone/**personal electronic** device.

Violation 3: Alternative Learning Day, Parent pickup of cell phone/**personal electronic** device and plan created with Parents/Guardians

**\*Refusal to give up a cell phone or **personal electronic device** including wearable technology to a staff member will result in up to and including suspension.**

### Communication

Parents shall be notified as deemed appropriate by school personnel of the rules of conduct and resulting disciplinary actions except as provided otherwise by the Minnesota Pupil Fair Dismissal Act.

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### Bullying Report Form

A bullying report form has been established in an ongoing effort to maintain a safe learning environment. The purpose of the form is to provide students and parents with a simple way to report unsafe situations. Students can still share any concerns they might have with school staff. The Bullying Report Form is one more option students and parents have to help keep schools safe and communicate with district administrators.

[LSH Bullying Report Form Link](#)

### Food and Beverages

Parents and/or students are not allowed to schedule an outside vendor to deliver food to the school (ie. Pizza, Door Dash).

In an effort to maintain high quality school facilities, **food and beverages may not be consumed in classrooms, other instructional areas, or hallways** (Ex. fine arts and physical education areas). Students are allowed to carry a water bottle in instructional areas of LS-H Middle/High School. Food and beverage purchased from Food Service may be consumed in the commons or near a second chance breakfast location. Only a principal may grant an exception to the food and beverage policy stated above. Students with special health needs may possess and consume food and/or beverages by arrangement through the health office.

### Nuisance/Contraband Items

“Contraband” means any unauthorized item, the possession of which is prohibited by school district policy and/or law. Such items as fireworks; lighters of any kind; paintballs & paintball guns; squirt guns; knives of any kind; laser pointers/pens; inappropriate media (pictures, magazines, items displaying the Confederate flag or other racial symbols/innuendos, etc.); incense; etc. are all contraband & are NOT allowed in school, on school property/grounds, at school activities, and/or on school buses. If a student inadvertently brings such an item(s) to school, the student needs to report directly to the school office with the item & turn it over to appropriate staff. If this is done accordingly, no consequences will be considered. These items will be confiscated and must be picked up by a parent. Repeated violations of this policy will be considered insubordination and will be subject to further disciplinary consequences.

### Pictures/Video/Audio Recordings

**Students shall not photograph or record other individuals at school or at school sponsored activities without their knowledge and consent, except for activities considered to be in the public arena such as sporting events or public performances.** Use of cellular phones or other personal electronic devices is strictly prohibited in locker rooms and restrooms. Assuring academic integrity: Students shall not use cellular phones or other electronic devices in any way that may cause a teacher or staff member to question whether the student may be cheating on tests or academic work or violating copyright policy.

Use of cellular phones or other personal electronic devices must not violate any other district policies, including those regarding student privacy, copyright, cheating, plagiarism, civility, student code of conduct, electronic technologies acceptable use, or harassment. If a

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violation occurs involving more than one District policy, consequences for each policy will apply.

### Technology Use

The Le Sueur-Henderson School District is committed to teaching 21st century skills. We believe that using technology for teaching and learning supports communication, collaboration, critical thinking and creativity in the classroom. LSH Schools want to ensure students develop the skills and knowledge necessary to responsibly navigate this emerging modern world. Therefore, Le Sueur-Henderson Schools has implemented a 1:1 (student to computing device) program for grades 4-12 using chromebooks to create a seamless and dynamic educational experience for students. **All chromebooks are the property of Le Sueur-Henderson Schools and as a result may be seized and reviewed at any time. Students should have no expectation of privacy of materials found on the chromebook.** Please review District [Policy 524](#) and the Device Handbook for further information.

### Data Privacy Notice (TENNESSEN WARNING)

During investigations of student misconduct, students may have the right to say nothing. There may be consequences applied, regardless of the student's decision. Students have the right to know the intended use of any personal information requested and who is authorized to see such information.

### Detention and Lunch Workshop

Detention or Lunch Workshop may be assigned by a teacher or principal for unacceptable behavior addressed under the Rules of Conduct. Parents will be notified by email or a call when a detention/Lunch Workshop is assigned.

Lunch Workshop will be served on the day of or the day following the violation. Students will be notified by the teacher who assigned Lunch Workshop or Detention.

Students who are to serve detention will receive notification through their school email and/or their assigning teacher, Assistant Principal, or Principal. It is the responsibility of the student to check their school email daily. Students who skip Detention or Lunch Workshop may face additional consequences, which could include suspension. Students who have more than 3 detentions or Lunch Workshops will face further consequences up to and including suspension.

#### Detention Rules

1. Students must bring schoolwork or a book to read. Chromebooks can only be used for schoolwork or reading (no games, social media, or messaging).
2. No other electronic devices are allowed
3. No sleeping.
4. No food or beverages are allowed.
5. Students should be seated quietly and spread throughout the room.
6. Failure to listen to the detention supervisor's instructions may result in dismissal of the student with no credit for time served.
7. Skipped detentions or dismissal from detention for poor behavior will result in further consequences up to and including suspension.

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## Behaviors Defined and Consequences

The following guidelines have been established in order to help students, parents, and teachers better understand the behavioral expectations for students. The consequences are aimed at assisting students in meeting expectations. They are not, however, absolute. Each disciplinary situation that arises will be handled with the best interests of the student involved and the school as a whole in mind. Therefore, professional judgment may be used when determining what, if any, consequences are enforced in a given disciplinary situation. The principal or designee may impose or recommend longer suspensions, expulsion, or any other discipline as appropriate on a case by case basis. Definitions of violations follow the table.

Violation	First Offense	Second Offense	Subsequent Offenses
Abuse of Technology	Varies depending on offense: Warning to possible recommendation for expulsion		
Inappropriate Use of School Logos & Branding	Warning, delete posting, and parent contact	Alternative Learning Day, delete posting, Parent contact	Suspension, Contact Law Enforcement, Parent conference
Assault/Staff or Student	Suspension and possible recommendation for expulsion; parent conference; contact law enforcement		
Bullying	Varies depending on offense: Warning, suspension, or recommendation for expulsion Bullying education with counselor/ Lunch Workshop		
Bus Misbehavior	Warning and parent contact	Loss of riding privileges for one week and parent contact/meeting	Loss of riding privileges for the remainder of the school year and parent meeting.
Cafeteria Misconduct	Warning/Lunch Workshop/Detention	Lunch Workshop, Regular Detention and/or assigned seating. Parent Contact	Possible permanent seating. Suspension and parent contact.
Cyberbullying	Varies depending on offense: Warning to possible recommendation for expulsion		
Disorderly Conduct (Outside of classroom)	Warning and parent contact	Minimum of one hour of detention/ Lunch Workshop and parent contact	Alternative Learning Day or In-school suspension and parent contact

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Disruptive Conduct (Classroom)	Removal from class for one class period; Lunch Workshop; parent contact	Removal from class period for three days; parent contact	See Classroom Removal Policy
Electronic Devices (When NOT being used properly or used without teacher permission.)	Confiscation of device and Lunch Workshop/Detention Device returned to student at end of day.	Confiscation of device. (Parents can retrieve at the end of the day). Lunch Workshop or Detention. Parent Contact	Confiscation of device. (Parents can retrieve at the end of the day). Alternative Learning Day. Parent meeting to discuss alternative plans to prevent future disruptions.
Fighting	Alternative Learning Day or Suspension; parent conference; contact law enforcement; Counseling	Suspension; parent conference; contact law enforcement; Counseling	5 day suspension and possible recommendation for expulsion; parent conference; contact law enforcement; Counseling
Harassment/Threats	Varies depending on offense: Warning to possible recommendation for expulsion		
Hazing	Varies depending on offense: Warning to possible recommendation for expulsion		
Improper Dress See Dress Standards	Change into proper clothing. Parent contact.	Change into proper clothing. Detention/ Lunch Workshop. Parent Contact.	Considered to be Insubordinate. Parent contact.
Insubordination	1-2 days of Alternative Learning days or possible out of school suspension; parent contact	1 - 3 days of in-school, Alternative Learning Days or out of school suspension; Parent conference.	3-5 Day Suspension and possible recommendation for expulsion. Contact parents.
Leaving the building without a pass. (This includes lunch.)	Detention/ Lunch Workshop; contact law enforcement	Increased time in detention.	Suspension
Nuisance Objects	Varies depending on offense and object.	1- 3 day suspension; parent conference; possible law enforcement contact	Suspension; possible recommendation for expulsion
Plagiarism	Possible no credit and teacher	Parent conference and possible failing quarter/semester grade.	

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	discretion on possible retake. Parent contact.		
Cheating	Possible no credit and teacher discretion on retake. Parent Contact	Parent conference and possible failing quarter/semester grade.	
Theft, buying or receiving stolen goods	Return/replace; 1 - 5 day suspension. Contact parents and may involve law enforcement.	Return/replace; 3-7 day suspension; Contact parents and may involve law enforcement.	5-9 day suspension and possible recommendation for expulsion. Contact parents and law enforcement.
Unnecessary use of physical force	Warning to suspension depending on the offense		
Use or possession of tobacco or vaping products, including matches or lighter	1 - 2 day suspension; confiscation; contact parents and law enforcement; Counseling	3 day suspension; confiscation; contact parents and law enforcement; Counseling	Up to 5 days suspension; confiscation; contact parents and law enforcement Counseling
Use/possession of chemicals, alcohol or items intended to be used as mood altering	3-5 day suspension; contact parents and law enforcement Counseling	5 days suspension; contact parents and law enforcement; possible recommendation for expulsion Counseling	
Vandalism	Restitution; 1 - 3 day suspension. Contact parent and potential law enforcement involvement.	Restitution; 3-5 day suspension; contact parent and law enforcement.	Restitution; suspension and possible recommendation for expulsion; contact parent and law enforcement.
Vulgar Language 1.General 2.Toward Staff	1.Detention/ Lunch Workshop 2.ISS/Alternative Learning Day	1.Alternative Learning Day or ISS 2. .Alternative Learning Day, ISS or suspension	Suspension & parent meeting
Weapons, Possession and distribution	Suspension; contact parent and law enforcement; recommendation for expulsion.		

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### Abuse of Technology

~~Technology is available to students in many areas. Its use can enhance student learning and offer opportunities for student creativity. Specific guidelines are outlined in the Acceptable Use Policy. The use of the school district system and access to use of the Internet is a privilege, not a right.~~

All school district students have conditional access to the school district's computer system, including Internet access, for limited educational purposes, including use of the system for classroom activities, educational research, and professional and career development. Use of the school district's system is a privilege, not a right. Unacceptable use of the school district's computer 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, but not limited to, suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws.

A copy of the school district's "Internet, Technology, and Cell Phone Acceptable Use" policy 524 is available at [www.isd2397.org](http://www.isd2397.org).

### Alternative Learning Day

A designated day where students receive educational instruction in an alternative learning environment to accommodate diverse academic and behavioral needs.

### Assault: Staff or Student:

Assault is committing acts of verbal and/or non verbal coercion through intimidation or threat of force. Assault and battery is committing a physical attack upon another person with the intent of causing bodily harm.

### Bus Misbehavior

Safety is of prime concern for the school bus driver. A student is in violation of this rule when he/she interferes with the safe and efficient transportation of students to and from school and/or fails to accept and carry out reasonable instructions given by the bus driver. Students must remember that riding the school bus is a privilege, not a right.

### Cafeteria Misconduct

Le Sueur-Henderson Middle/High School has a closed campus (Except for Seniors) and students are expected to stay in school for lunch. Students are expected to behave appropriately and cannot take food out of the Commons.

### Cyberbullying

Cyberbullying is the act of using technology, such as the Internet or cellular phones, to bully or intimidate. Cyber bullying most often occurs outside of school; however, when the behavior causes a disruption at school and has a direct effect on school safety, students are subject to discipline. Cyber bullying includes messages intended for both students and staff members. Students who engage in cyberbullying will suffer consequences ranging from a warning to expulsion.

### Disorderly Conduct

This is defined as engaging in obscene or abusive language or in boisterous and noisy conduct tending to arouse alarm or resentment in others (i.e. poor sportsmanship at

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athletic events, inappropriate cheers.) False fire alarms will result in an automatic five-day suspension and notification of police.

### Disruptive Conduct (Classroom)

Students who are disruptive in the classroom stop their own learning process and interfere with the learning process of other students.

### Dress Standards

At Le Sueur-Henderson Middle/High School, we take pride in the appearance of our students and our learning environment. Our dress reflects the quality of our school, conduct, and adhering to basic standards of dress is preparation for adhering to standards of dress in professional settings after high school. Refer to [Policy 504](#) for a complete list of details. ~~All students must be attired appropriately. This means that undergarments and posterior will be covered at all times. Shoes must be worn at all times and must not pose a risk to damaging school property.~~

~~The following types of clothing are examples of items that are not considered school or workplace appropriate and should not be worn during the school day. This includes, but is not limited to the following:~~

- ~~• Shorts or skirts that reveal buttocks~~
- ~~• Tube tops, halter tops, low cut, midriff, bare back or strapless off the shoulder shirts~~
- ~~• Pants that reveal undergarments~~
- ~~• Any jewelry, accessory or clothing that could be used as a weapon is prohibited. This may include, but is not limited to: rings, chains, bracelets, spiked accessories, etc.~~
- ~~• Clothing that is lewd, vulgar, obscene or promotes products or activities that are illegal for use by minors.~~
- ~~• Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in school policy. This includes representations of confederate flags, swastikas, KKK signs and similar symbols, and applies to school property or school sponsored events on or off of school property including the parking lot and the school buses.~~
- ~~• Hats/caps will be allowed and must follow all dress code rules. For safety reasons, hoods must remain down at all times. Teachers and other staff reserve the right at any time to ask students to remove headwear. In addition, staff can require students to remove headwear for safety purposes. Exceptions will still be made for religious, ethnic, and medical reasons.~~
- ~~• The principal will have the final say on all inappropriate attire.~~

~~Standards for attire and grooming while participating in elective co-curricular programs may involve additional requirements of students as they represent our school and community.~~

~~Students in violation of this policy will be asked to adjust their attire. This may include a phone call to a parent to bring appropriate clothing. If there is repetitive violation of dress code, further action will be taken. The school will reserve the right to change the dress code at any time.~~

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### Electronic Devices

~~Electronic devices are generally a distraction to the educational process. Additionally, they can disrupt classrooms. If students choose to bring an electronic device to school, it must be muted and placed in their locker. The devices are not allowed in the classroom. Lost or stolen items are often not retrieved and the school will not be responsible for them.~~

### Drug-Free School and Workplace

The possession or use of alcohol, controlled substances, toxic substances, medical cannabis, nonintoxicating cannabinoids, and edible cannabinoid products are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The school district will discipline or take appropriate action against anyone who violates this policy.

District policy is not violated when a person brings a controlled substance that has a currently accepted medical treatment use onto a school location for personal use if the person has a physician's prescription for the substance except marijuana is not allowed on school property even if prescribed. Students who have prescriptions must comply with the school district's "Student Medication and Telehealth" policy. The school district will provide an instructional program in every elementary and secondary school on chemical abuse and the prevention of chemical dependency.

### Fighting

Fighting is mutual combat in which both parties have contributed to the situation by verbal and/or physical action. Students are expected to avoid fights and to seek other non-violent means of resolving conflicts. To that end, they are expected to walk away from situations in which they are provoked if at all possible.

### Harassment: Religious, Racial, and Sexual Harassment

See District 2397 Policy Against Religious, Racial and Sexual Harassment and Violence at the end of the Le Sueur-Henderson Middle/High School Parent/Student Handbook. [www.isd2397.org](http://www.isd2397.org)

### Hazing Prohibition

Hazing is prohibited. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the school district's "Student Discipline" policy. Please see the school district's "Hazing Prohibition" [policy 526](#)

~~See School District Policy Hazing Prohibition at the end of the Le Sueur Henderson Middle/High School Parent/Student Handbook.~~

~~Athletes who violate this rule are subject to the same High School League consequences as those who violate High School League rules concerning chemical use and harassment. Participants in hazing or initiation may also be subject to criminal and/or civil action.~~

### Inappropriate Use or Representation of School Logos or Branding

The use of the school's name, logos, mascots, and any other branding materials on personal social media accounts must be approved by school administration. Unauthorized use or alteration of school logos and branding that misrepresents the school is prohibited.

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### Insubordination

Each person, regardless of position or role at Le Sueur-Henderson Middle/High School, has the right to be treated with respect. The deliberate refusal to follow and obey the reasonable request or order of a school staff member or employee will be considered insubordination. For example, any student who refuses to give the proper name to a district employee or go to the office when directed to do so will be considered insubordinate.

Insubordination is also involved when students directly attack a staff member or employee, either physically or with words or manner including but not limited to swearing or obscene language or gestures.

### Leaving the Building Without a Pass

Students are not allowed to leave the building during the day without a pass from the office. This includes going out to the parking lot to retrieve books or supplies from cars. If students need to leave the building, they need to stop in the office to receive a pass. Teachers do not have authority to give students passes to leave the building.

### Lunch Workshop

Students referred to Lunch Workshop for misconduct will receive/eat lunch with a designated staff member who will conduct a mini workshop directed towards the offense in which the student committed. Students are required to be present for their entire 30 minute lunch period and actively participate in the workshop in various ways. Failure to participate in the activities or adhere to the designated staff member's instructions may result in dismissal of the student with no credit for time served.

Students who skip Lunch Workshop may face additional consequences, which could include suspension. Students who have more than 3 Lunch Workshops may face further consequences up to and including suspension.

### Notice of Violent Behavior by Students

The school district will give notice to teachers and other appropriate school district staff before students with a history of violent behavior are placed in their classrooms. Prior to giving this notice, district officials will inform the student's parent or guardian that the notice will be given. The student's parents/guardians have the right to review and challenge their child's records, including the data documenting the history of violent behavior.

### Nuisance Objects

Nuisance devices detract from the learning environment and can be potentially dangerous. Nuisance items include but are not limited to firecrackers, water pistols, water balloons, and smoke bombs. Students cannot be in possession of these items on school grounds, at school events, or on school buses. Depending on the seriousness of the item, police may be called.

### Plagiarism/Cheating

~~The acts of plagiarism and cheating interfere with the learning process. They keep one student from learning and others from having the uniqueness of their work recognized.~~

**Cheating and plagiarism are prohibited.** The following are the most common types of plagiarism that occur in student work:

- A. Blatant plagiarism or the direct copying of another's material without acknowledging that source

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- B. Plagiarizing material or using an original idea of someone else without crediting the source of the material or idea.
- C. Using artificial intelligence (AI) on assessments and/or when not approved by the teacher.

To cheat is to mislead an instructor in some way so as to receive a grade for work that the student did not originate, or work performed with unauthorized aid and assistance. Providing work to another student who then claims it as his/her own is considered cheating.

**Tobacco-Free Schools; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction**

School district students and staff have the right to learn and work in an environment that is tobacco free. School policy is violated by any individual's use of tobacco, tobacco-related devices, or carrying or using activated electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Students may not possess any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Any student who violates this policy is subject to school district discipline. For detailed information on the school district's "Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction" [Policy 419](#). Contact Principal Cindy Schmidt or Dean of Students Eric Lewis if you have questions or wish to report violations.

*[Note: A limited exception to the tobacco prohibition exists for adult members of an Indian tribe, as defined under Minnesota law, who may light tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony.]*

**Theft/Buying or Receiving Stolen Goods**

Students should not bring large amounts of money or valuable property to school. Theft is the unauthorized taking of the property of another. A student knowingly in possession of stolen items is in violation of this policy.

**Unnecessary Use of Physical Force or Roughness**

This is defined as irresponsible/inappropriate behavior that presents either the potential for or is the cause of physical injury to self or others.

~~**Use or Possession of Tobacco, Vaping Products, Matches or Lighter**~~

~~Use and tobacco is forbidden by state law to anyone under the age of 21. This includes e-cigarettes. Smoking and/or possession of tobacco products is prohibited in school, on school grounds, in the parking lot, and at school sponsored events. This no tobacco use/possession policy is in effect both before and after school hours. See School District Policy Tobacco-Free Environment at the end of the Le Sueur-Henderson Middle/High School Parent/Student Handbook.~~

~~**Use/Possession of Chemicals, Alcohol, Items Intended to be Used as Mood Altering, Paraphernalia**~~

~~The possession or use of controlled chemical substances by students is harmful and illegal. Possession of controlled substances includes illegal drugs, alcohol, or substances intended~~

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~~to be used as mood altering chemicals. Possession and use of narcotics without a prescription is illegal at any age. The school district will help the student and family find resources when appropriate to help maintain the proper atmosphere for learning. Students in violation of this policy during end of year activities will not be allowed to participate in any final week activities including graduation.~~

### Vandalism

All members of the school community want to be proud of their school. Vandalism is the willful destruction and/or defacement of property or the destruction and/or defacement through negligence. Students will be responsible to pay restitution for all acts of vandalism.

### Vulgar Language

An effective learning and work environment is free of inappropriate language. Students should refrain from swearing while at school. This includes before school, during class, between classes and at lunch, after school, at school sponsored events, and during bus transportation. Using vulgar language towards a staff member may likely result in greater consequences.

### Weapons

Items included in this policy:

1. Any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, a firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains, arrows; and objects that have been modified to serve as a weapon.
2. Additionally, items treated like weapons which includes, but is not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. Articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate.

A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in her or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. The superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## DISTRICT POLICIES AND PROCEDURES

The policies printed in the following section of this handbook are summarized. Not all district policies are referenced in this handbook. Copies of these policies in their entirety may be obtained by visiting [www.isd2397.org](http://www.isd2397.org).

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### Asbestos Management Plan

The school district has developed an asbestos management plan. A copy of this plan can be found in the Facility Director's Office and is available on the district's website.

### Classroom Removal Procedure (POLICY 506 VIII.A)

To maintain a proper learning environment, students will sometimes need to be removed from the classroom. Disruptive, uncooperative, or inappropriate behavior that affects the learning environment is subject to Le Sueur-Henderson Middle/High School's classroom removal policy. Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which is at the discretion of the teacher or administration, requires removal of the student from class. Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

### Grounds for dismissal (§MN Statute 121A.45)

A pupil may be dismissed on any of the following grounds:

- (a) willful violation of any reasonable school board regulation. Such regulation must be clear and definite to provide notice to pupils that they must conform their conduct to its requirements;
- (b) willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
- (c) willful conduct that endangers the pupil or other pupils, or surrounding persons, including school district employees, or property of the school.

### Lead in Drinking Water Results

Drinking water results will be posted on the District Website when available.

### Parent notification and meeting (§MN Statute 121A.45)

If a pupil's total days of removal from school exceeds ten cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the pupil and the pupil's parent or guardian before subsequently removing the pupil from school and, with the permission of the parent or guardian, arrange for a mental health screening for the pupil. The district is not required to pay for the mental health screening. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the pupil assessed or diagnosed to determine whether the pupil needs treatment for a mental health disorder.

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### Student Discipline (POLICY #506)

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

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

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects students (Some of the policies printed in the following section of this handbook are summarized. Not all district policies are referenced in this handbook. Copies of these policies in their entirety may be obtained by visiting [www.isd2397.org](http://www.isd2397.org).) attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

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

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

### Searches of Student Lockers, Desks, Personal Possessions, and Student's Person (POLICY 502)

#### Lockers and Personal Possessions Within a Locker

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

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search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

### Desks

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

### Personal Possessions and Student's Person

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

It shall be a violation of this policy for students to use lockers and desks for unauthorized purposes or to store contraband. It shall be a violation for students to carry contraband on their person or in their personal possessions.

### Pesticide Application Notice

The school district may plan to apply pesticide(s) on school property. To the extent the school district applies certain pesticides, the school district will provide a notice by September 15 as to the school district's plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, an estimated schedule of pesticide applications (which will be available for review or copying at the school office), and the long-term health effects of the class of pesticide on children can be requested by contacting Todd Vrklan, Director of Building and Grounds.

### Lead in School Drinking Water

### Statewide Reasonable Force Statute(MN Statute 121A.582)

This law allows use of reasonable force by a teacher, school employee, bus driver, or other agent of a school district. Reasonable Force may be used when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another. This law does not authorize corporal punishment, which is prohibited by M.S.121A.67 nor does it authorize aversive and deprivation procedures, which are prohibited by M.S.121A.67.

### Student Transportation Safety (POLICY 709)

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

### Rules on the Bus

1. Immediately follow the directions of the driver.
2. Sit in your seat facing forward.
3. Talk quietly and use appropriate language.
4. Keep all parts of your body inside the bus.
5. Keep your arms, legs, and belongings to yourself.
6. No fighting, harassment, intimidation, or horseplay.

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7. Do not throw any object.
8. No eating, drinking, or use of alcohol, tobacco, or drugs.
9. Do not bring any weapons or dangerous objects on the school bus.
10. Do not damage the school bus.

### Rules at the Bus Stop

1. Get to your bus stop 5 minutes before your scheduled pickup time. The school bus driver will not wait for late students.
2. Respect the property of others while waiting at your bus stop.
3. Keep your arms, legs, and belongings to yourself.
4. Use appropriate language.
5. Stay away from the street, road, or highway when waiting for the bus.
6. Wait until the bus stops before approaching the bus.
7. After getting off the bus, move away from the bus.
8. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
9. No fighting, harassment, intimidation, or horseplay.
10. No use of alcohol, tobacco, or drugs.

### Consequences

All students who have the opportunity to ride district buses may do so as long as they display behavior that is reasonable and safe. Choosing to follow unacceptable behavior will result in the loss of bus privileges.

### Field Trip Notification Procedure

Some of the classes at Le Sueur-Henderson High School (9-12) will require students to travel during school hours from time to time. Teachers will notify parents of the requirements of the course and will make the necessary arrangements so that all students can participate. If you have any questions about travel during school hours, please contact your child's teacher or the school office. **Le Sueur-Henderson Public School assumes parents approve of their son or daughter traveling for class unless they notify the school otherwise.**

Students in grades 6, 7 & 8 may also leave school grounds for a class. Due to the age of these students, parents must consent to any field trip their child attends. Teachers will notify parents before any events. These notifications will explain when and where the trip will take place and ask parents to notify the school if they decline the opportunity. **If parents do not notify the school, it will be assumed that parents approve their child's attendance.**

### Hazing Prohibition ([POLICY 526](#))

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.

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- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures. Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.
- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act
- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

#### Internet Acceptable Use and Safety Policy (POLICY 524)

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. The school district expects that faculty will blend thoughtful use of the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

#### Unacceptable Uses:

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

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harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

Use of the district's electronic technologies is for educational purposes. Students (and employees) are expected to use electronic technologies to further the district's educational mission, goals and strategic direction. Students (and employees) are expected to use the district's electronic technologies to support classroom activities, educational research or professional enrichment. Use of the district's electronic technologies is a privilege, not a right. Use of the technologies in violation of any district policy and specifically the school discipline policy is expressly prohibited and may result in the loss of the privilege.

The district's network, an educational technology, is a limited forum; and the district may restrict speech for educational reasons.

Participation in "distance learning" or "hybrid learning" is subject to all district policies and rules. The district's acceptable use policy governs this participation and can be found at the link above.

#### **Drug-free Workplace/Drug-Free School (POLICY 418)**

1. Use of controlled substances, toxic substances, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
2. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses alcohol, toxic substances, or controlled substances in any school location.
3. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

#### **Harassment & Violence (POLICY 413)**

The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

#### **Bullying (POLICY 514)**

School Board Policy 514 defines "bullying" as intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

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An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

#### **School Weapons Policy (POLICY 501)**

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

#### **Definitions**

A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

#### **Exceptions**

A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

#### **Student Disability Nondiscrimination (POLICY 521)**

The purpose of this policy is to protect disabled students from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

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- A. Disabled students who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
  - a. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
  - b. has a record of such an impairment; or
  - c. is regarded as having such an impairment.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

### Protection and Privacy of Pupil Records (POLICY 515)

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

Surveys that contain questions from one or more of the eight protected areas and are funded by the Department of Education, the school will notify parents of the survey and obtain written consent before the student submits to the survey. The school also administers surveys that are not funded by the Department. Parents may wish to opt-out their students, but the school district does not need written consent to administer these surveys. However, we do notify parents of surveys that we administer.

### Wellness Policy (POLICY 533)

The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

- A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.
- B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board,

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school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

- D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.
- E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

#### Building Guidelines For Classroom Celebration Incentives

The Board encourages classroom celebrations that promote non-food or beverages as classroom or individual rewards and incentives. Schools shall not withhold food or beverages as punishment. There will be no opportunities for a student to feel shamed when incentives and rewards are provided to class and individuals.

#### Non-Food Celebration Suggestions

Talk time, late assignment pass, have class outside, nature hike outside, group game, recognition in morning announcements, music choice, etc.

#### Smart Snack Suggestions

100 calorie packs of whole grain crackers, whole grain pretzels, baked tortilla or potato chips, sugar-free pudding cups, boxed raisins, dried fruits, fruit cups, etc.

#### Tobacco-Free Environment (POLICY 419)

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

1. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or electronic cigarettes in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
2. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related device, or electronic cigarette in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

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3. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
4. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, devices, or electronic cigarettes. The school district will not promote or allow promotion of tobacco products or e-cigarettes on school property or at school-sponsored events.

### **E-Learning Guidelines**

The term “flexible learning day” refers to a school day when instead of coming to our school buildings, teachers and students will be working off-site. Students in grades K-12 will do different learning activities throughout the flexible learning day.

### **Staff Availability during E-Learning days**

Teachers, administrators, and other licensed professionals will be available by email, phone (via voicemail) from 9:30 am - 11:30 am and then from 12:00 pm until 3:00pm. The staff directory includes all district email addresses and voice mail extensions.

### **Student Work**

E-Learning Days for students in grades 6-12 will consist of communicating online as well as having packets available for each of their courses. Teachers will physically and /or virtually share assignments and hold virtual office hours, while students complete assignments and receive guidance from teachers.

### **Unique Learners, as required under Chapter 125A:**

Any unique learners requiring further accommodations or modifications will receive individual directions from their case managers.

- At the annual IEP meetings, the key stakeholders (case manager, parent, teacher and student) will collaborate on individual flexible learning day plans.
- On an E-Learning Day the classroom teacher will be the main resource for help on assignments and lessons. If a child ordinarily leaves the classroom and goes to another teacher for math, reading, or some other subject, then that special area teacher should be the point of contact on the assignment for that particular area.

### **Certified Teaching Staff Responsibilities**

- Check email and/or voicemail throughout the E-Learning Day from 7:30 am-3:08 pm.
- Continue working on professional development topics.

### **Employment Background Checks ([POLICY 404](#))**

The Le Sueur-Henderson School District has adopted a policy, the purpose of which is to promote the physical, social, and psychological well-being of its students. Pursuant to this policy, the school district shall seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also shall seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches,

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extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

**Student Sex Nondiscrimination (POLICY 522)**

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

- A. The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. It is the responsibility of every school district employee to comply with this policy.
- C. The school board hereby designates the Activities Director Eric Lewis as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

**PARTICIPATION IN STATEWIDE TESTING**

**[Statewide Assessments: Parent/Guardian Participation Guide and Refusal Information](#)**

**LE SUEUR-HENDERSON PUBLIC SCHOOL  
GRIEVANCE PROCEDURE FOR COMPLAINTS OF DISCRIMINATION**

The following grievance procedure applies to claims of sex and disability discrimination:

- A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 30 calendar days of the alleged violation.
- B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an

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employee or student directly with the Human Rights Officer, the school board or other school district official.

- C. While the school board has designated the Human Rights Officer to receive complaints of unlawful discrimination, if the complaint involves the Human Rights Officer, the complaint shall be made to the superintendent.
- D. Upon receipt of a complaint, the Human Rights Officer shall immediately notify the superintendent. If the superintendent is the subject of the complaint, the Human Rights Officer shall immediately notify the school board.
- E. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 24 hours and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office.
- F. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

#### Investigation

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 Coordinator for complaints of disability discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint.
- C. The investigation may also consist of other methods deemed pertinent by the investigator.
- D. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incident occurred.
- E. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- F. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school board. The report shall include the facts, a determination of whether the allegations have been

substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.

- G. The district shall comply with federal and state law pertaining to retention of records.

### **Appeal**

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled "Right to Alternative Complaint Procedures."

### **School District Action**

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such actions may include, but are not limited to, warning, suspension, expulsion, transfer, remediation or termination.
  - a. School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

### **Retaliation**

The school district shall take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in an investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

### **Conflict of Interest**

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third party investigator to conduct the investigation or recusal from the process by the person for whom a conflict or potential conflict of interest exists.

### **Dissemination of Policy**

The school district shall adopt and publish these procedures.

### **Right to Alternative Complaint Procedures**

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include filing charges with the agencies listed below or initiating action in state or federal court.

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Claims of discrimination may also be pursued through the following agencies where appropriate:

**U.S. Department of Education**  
Office for Civil Rights, Region V  
500 W. Madison Street- Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

**MN Department of Human Rights**  
190 E 5th Street  
St. Paul, MN 55101  
800.657.3704  
651.296.5663  
TDD 651.296.1283

**For complaints of employment discrimination:**  
Equal Employment Opportunity Commission  
330 S. 2nd Avenue  
Suite 430  
Minneapolis, MN 55401  
800.669.4000  
612.335.4040  
TDD 612.335.4045

This document provides general information and is not to be a substitute for legal advice. Changes in the law, including timelines for filing a complaint, may affect your rights.

## School District Policy Cross Reference Table

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Alternative Educational Opportunities	<a href="#">605</a>
Attendance	<a href="#">503</a>
Bullying Prohibited	<a href="#">514</a>
Cell Phone	<a href="#">506</a>
Complaints	<a href="#">103</a>
Course Credits Required	<a href="#">604</a>
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Weapons Prohibited	<a href="#">501</a>

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# **LABOR AGREEMENT**

**Between**

**LE SUEUR - HENDERSON PUBLIC SCHOOL DISTRICT**

**#2397**

**and**

**MINNESOTA TEAMSTERS PUBLIC AND LAW**

**ENFORCEMENT EMPLOYEES' UNION, LOCAL #320**



**REPRESENTING  
PARAPROFESSIONALS**

**JULY 1, 2025 - JUNE 30, 2027**

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**ARTICLE 1  
PURPOSE**

This Agreement is entered into between the Le Sueur - Henderson Public School District (Independent School District 2397), hereinafter referred to as the "District" or the "School District" and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320, hereinafter referred to as the "Exclusive Representative", pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended is hereinafter referred to as PELRA, to provide the terms and conditions of employment for paraprofessional staff for the duration of this Agreement.

**ARTICLE 2  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with PELRA, the School District recognizes Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320 as the Exclusive Representative for all Paraprofessionals and Specialized Services Paraprofessionals employed by Independent School District No. 2397, Le Sueur-Henderson, Minnesota, who are public employees within the meaning of Minn. Stat. 1 79A.03, subd.14, excluding supervisory, confidential and all other employees; also excluding part-time employees whose service does not exceed fourteen (14) hours per week and employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year. The Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

**Section 2. Appropriate Unit:** The Exclusive Representative shall represent all such employees of the School District as defined in ARTICLE 3, Section 2, and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

**Section 3. Inclusion/Exclusion:** In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**Section 4. Individual Agreements:** The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

## **ARTICLE 3 DEFINITIONS**

**Section 1. Description of Appropriate Unit:** For purposes of this Agreement, the terms, "Paraprofessional staff," shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following:

- Confidential employees
- Supervisory employees
- Essential employees
- Part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees' bargaining unit
- Employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year
- Emergency employees

**Section 2. District or School District:** For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).

**Section 3. Employee:** A member of the exclusively recognized bargaining unit.

**Section 4. Union:** Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

**Section 5. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by PELRA.

## **ARTICLE 4 SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** The Employer retains the full and unrestricted right to

- Operate and manage all manpower, facilities and equipment
- Establish functions and programs
- Set and amend budgets
- Determine the utilization of technology
- Establish and modify the organizational structure
- Select, direct and determine the number of personnel
- Establish work schedules
- Perform any inherent managerial functions not specifically limited by this Agreement

**Section 2. School Board Responsibilities:** The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

**Section 3. Effect of Rules, Regulations, Directives, and Orders:** The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the rights, obligations, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board. Insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement applicable State and Federal Statutes, Laws, Rules and Regulations having the force effect of law.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

**Section 5. Hold Harmless:** The School District will be held harmless against any and all claims, suits, orders or judgments brought or issued against the School District as a result of any action taken or not taken by the School District under the provisions of this Article.

**Section 6. Security:** The Exclusive Representative, its officers and the covered employees agree that they will not engage in, encourage, sanction, support or suggest any strike and they agree they will not withhold in whole or in part the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971, as amended. In the event of a violation, the Exclusive Representative shall join with the School District to warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties.

## **ARTICLE 5 UNION SECURITY**

**Section 1. Right to Views:** Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Request for Dues Check off:** Pursuant to PELRA, the Exclusive Representative shall be allowed dues check off for its members. The School District shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Exclusive Representative dues.

**Section 3. Stewards:** The Exclusive Representative may designate no more than three (3) employees from the bargaining unit to act as Stewards. The Exclusive Representative shall inform the School District in writing of the employees designated and of any changes in such designation. The Stewards are authorized to perform and discharge the duties and responsibilities that are assigned to them under the terms of this Agreement and any supplementary agreements. The School District agrees that there shall be no restraint, interference, coercion or discrimination against any Steward because of the performance of such duties.

**Section 4. Bulletin Board:** The School District shall make space available on the employee bulletin board for the posting of official Union notices and announcements.

**Section 5. Communications:** The School District agrees that on the School District's premises and without loss of pay, the Union Steward shall be allowed to:

- Post official Union notices

- Transmit communications authorized by the Exclusive Representative or its officers under the terms of this Agreement
- Consult with the School District, its representative, the Exclusive Representative concerning the enforcement of any provision of this Agreement, so long as such action does not unduly interfere with regular employee duties.
- The Exclusive Representative shall not take employees from the performance of their assigned responsibilities without prior approval of the Employer's designated representatives.

**ARTICLE 6  
RATES OF PAY & PAY PLAN**

**Section 1. Rates of Pay:** Employees within the bargaining unit shall be paid according to the salary schedule.

**Section 2. Status of Salary Schedule:** For the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is fully ratified.

**Section 3. Pay Plan Option:** Employees who would like their pay pro-rated over a twelve (12) month period shall be allowed to do so upon written request to the Business Office by July 1 of each year. Should an employee fail to give notification by July 1, he/she shall retain the option under which he/she was previously paid. All employees hired after July 1, 2025, will not be eligible for that pay option.

**Section 4. Compensation:**

**Subd. 1. 2025-2026 School Year:** All employees, if hired before July 1, 2025, will move to the wage scale on the step that is closest to their current pay without going under, then add one step. Employees who are beyond the pay scale will receive a three percent (3%) increase, retro to July 1, 2025.

**Subd. 2. 2026-2027 School Year:** All employees, if hired before July 1, 2024, will step on the scale and receive one percent (1%) increase. Employees off the scale will receive a two and a half percent (2.5%) increase.

**Subd. 3. New Employees:** New employees will begin at Step 1 of the wage scale, unless otherwise adjusted based on experience as outlined in Section 5.

**Subd. 4. Wage Scale**

Step	2025-2026	2026-2027
1	\$16.00	\$16.16
2	\$16.24	\$16.40
3	\$16.48	\$16.64
4	\$16.73	\$16.90
5	\$16.98	\$17.15
6	\$17.24	\$17.41
7	\$17.50	\$17.68
8	\$17.76	\$17.94
9	\$18.02	\$18.20
10	\$18.29	\$18.47

**Section 5. Experience Consideration:** With a recommendation from the hiring supervisor and the approval of the Superintendent, a newly hired paraprofessional employee may be placed at a higher step on the wage scale in recognition of relevant prior experience. Such placement may not exceed a two-step advancement above the base step. The Union Steward shall be notified of any such adjustment at the time of hire.

Relevant prior experience is defined as verifiable employment in one or more of the following roles or settings:

- Paraprofessional or classroom assistant in a public or private K–12 school

- Instructional aide or educational assistant in early childhood education centers
- Direct support professional roles in educational or behavioral settings
- Special education support roles
- Youth program staff in structured academic or enrichment programs (e.g., after-school tutoring or structured learning programs)

Step advancement shall be applied according to the following criteria:

- 1–4 years of relevant experience: Eligible for up to a 1-step advancement
- 5 or more years of relevant experience: Eligible for up to a 2-step advancement

All prior experience must be verified through employer documentation or equivalent proof of service prior to any step placement adjustment. This structure is intended to recognize and value relevant experience while maintaining internal equity across the bargaining unit.

**Section 6. Longevity:** Employees shall receive additional compensation based on their years of experience within the district. Eligibility for longevity pay begins after completion of twenty (20) years of service with the district and increases incrementally with additional years of service, as outlined in the district’s compensation schedule. Note, longevity is separate from, and in addition to, an employee’s base pay.

<u>Years in District</u>	<u>Increase</u>
20-24	\$600
25-29	\$1,100
30-34	\$1,600
35+	\$2,100

## ARTICLE 7 403(b) MATCHING CONTRIBUTION PLAN

**Section 1. Eligibility:** Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who has worked for the District for twelve (12) continuous months and must be employed for twenty (20) hours per week or more for a minimum of nine (9) months each calendar year.

**Section 2. Amount of School District Contribution:** Eligible employees, after completion of their first (1<sup>st</sup>) year of working experience in the School District, shall be eligible for an annual School District matching contribution. The annual School District matching contribution shall not exceed the amounts listed below nor shall the annual maximum District contribution exceed the amount specified by statute. The District matching contribution amount shall be made at the same time as the individual contribution by the staff member. The District match will be in twenty (20) equal installments, beginning with the first pay period in September, or will match the staff member’s contribution, whichever is less.

<b>Years of Service Completed</b>	<b>District Maximum Annual Matching Contribution</b>
1 - 5	\$400
6 - 10	\$600
11 - 15	\$800
16 +	\$1,100

**Section 3. Lifetime limitation:** The maximum lifetime School District contribution to any individual employee pursuant to this Article shall be twenty thousand dollars (\$20,000). Upon reaching this maximum, the employee shall no longer be eligible for School District contributions.

**Section 4. Vendors:** Participation in the benefits of this article is limited only to employees who select one of the School District approved vendors.

**Section 5. Payment:** The employee's contribution shall *be* made by payroll deduction.

**Section 6. Unpaid Status:** An employee on unpaid leave status may not participate in the provisions of this article.

**Section 7. Applicable Statutes:** The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

## **ARTICLE 8 GROUP INSURANCE**

**Section 1. Selection of Carrier:** The selection of the insurance carrier shall be made by the School District as provided by law.

**Section 2. Insurance Committee:** The District will invite at least one member of this Bargaining Unit to be on the District Insurance Committee.

**Section 3. District Contribution to Health and Hospitalization Insurance:** The School District will offer health insurance for any employee who works a minimum of thirty (30) hours a week while school is in session. Said employees will receive a premium contribution from the ISD of three thousand six hundred dollars (\$3,800.00) per year to be used toward any District offered health insurance option they choose., Ramona Wacker and Theresa Wentzloff were previously grandfathered into a former insurance premium contribution plan and will now receive from the District a contribution to be used toward any district offered health insurance option of six thousand seven hundred dollars (\$6,700) if they elect single coverage or ten thousand eight hundred dollars (\$10,800) if they elect family coverage.

**Section 4. Income Protection & Life Insurance:** The School District shall provide twelve (12) months coverage of income protection insurance and twenty-thousand-dollar (\$20,000) term life insurance to any employee who qualifies under insurance eligibility rules and is scheduled to work thirty-five (35) hours or more per week.

**Section 5. Plan Options:** Employees may choose from any of the plans offered by the School District. Insurance premiums owed in excess of the District contribution will be the responsibility of the employee.

**Section 6. Post Service Insurance Eligibility:** Subject to the requirements of the insurance carrier, an employee who retires after having worked at least nine (9) months a year for fifteen (15) years and has reached the age of fifty-five (55) shall be entitled to participate in major medical and hospitalization insurance policy of the School District. The employee shall pay the cost of the insurance premiums, and by paying the cost of the insurance may remain in the group until the employee reaches age sixty-five (65) or becomes eligible for Medicare, whichever occurs first. In the event of the death of said retired paraprofessional employee, who was part of the insurance group, the employee's spouse shall be entitled to continue in the major medical and hospitalization policy of the District by paying the premium of the policy under which the retired employee was covered, pursuant to Minnesota Statute.

**Section 7. Duration of Insurance Contributions:** An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

## ARTICLE 9 LEAVES OF ABSENCE

### **Section 1. Sick Leave:**

**Subd. 1. Earning:** All employees shall earn one (1) paid day of sick leave for each month of employment in the School District. A sick leave day is defined as the same number of hours as the contracted working day. Sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

**Subd. 2. Accumulation:** Unused sick leave days may accumulate to a maximum of one hundred and twenty (120) days of sick leave per employee.

**Subd. 3. Use:** Sick leave, with pay, shall be granted when an absence is due to an illness, injury, or hospitalization of the employee, employee's minor child, adult child, spouse, sibling, parent, in-law, grandchild, grandparent, or stepparent. Leaves shall always be authorized in accordance with Minnesota State Statute.

**Subd. 4. Medical Certificate:** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, and/or disability pursuant to this section. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District and applicable Minnesota State Statute. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 5. Deduction:** Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

**Subd. 6. Approval:** Sick leave pay may be approved by following District guidelines for leave requests. Procedures may be reviewed in the District Employee Handbook.

**Subd. 7. Denial of Benefits:** Sick leave benefits shall not be granted to persons for injuries received while employed by an individual or firm other than the School District.

**Section 2. Personal Leave:** All employees (other than those listed below in Subd. 1) shall be eligible for personal leave of up to two (2) days per school year pro-rata based on scheduled hours. If, at the end of a school year, an employee covered under this agreement has a remaining personal day, they may bank one (1) additional personal day. The maximum number of personal days to be used in one school year is not to exceed three (3). If the hours missed fall on an emergency closing and no school is held, said hours shall not be charged against the Paraprofessional's personal leave. Any Paraprofessional availing him/herself of personal leave should notify his/her building principal at least 24 hours prior to taking said leave. The Superintendent may waive the twenty-four (24) hour rule in emergencies. Normally, no more than three (3) District-wide employees covered under this Agreement can use the same day as a personal day. If more than three (3) apply for the same day, those first applying for the day will be given priority.

**Subd 1. Eligibility:** The following Paraprofessional employees will be grandfathered for paid personal time as follows:

<b>Employee</b>	<b>Number of Days</b>
Hink, Craig	5
Krekelberg, Patricia	6
Wacker, Ramona	6
Wentzlaff, Theresa	6

### **Section 3. Application:**

**Subd. 1. Eligibility:** Earned personal time shall be determined as of July 1 of each year. Employees hired after July 1, 2017, shall not be eligible for personal time.

**Subd. 2. Scheduling:** The taking of a personal day must be approved by the employees' building

administrator.

**Subd. 3. Personal Days Allowed Per Day:** Normally, no more than three (3) District-wide employees covered under this Agreement can use the same day as a personal day. If more than three (3) apply for the same day, those first applying for the day will be given priority.

**Subd. 4. Length of Personal Time:** In some positions, extended summer vacations in excess of two (2) weeks are not in the best interest of the School District. In those cases, employees will be requested to take part of their personal time during the school year.

**Subd. 5. Accumulation:** Personal time must be used each year and cannot be accumulated from year-to year.

**Subd. 6. Resignation:** Employees who resign or are dismissed during the year will only earn personal time on a pro-rated basis for the period of time they are employed during that year.

**Section 4. Workers' Compensation:** Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Section 5. Bereavement Leave:** An employee may be granted one (1) to five (5) days paid leave in the event of death or serious illness in the employee's immediate family. Immediate family shall be: wife/husband, children, sister, brother, parent, father/mother-in-law, grandparents, grandchildren, sister/brother-in-law, or other relative who lived in the same household as the employee. The Superintendent may, at his/her discretion, grant additional unpaid leave for serious illness in the employee's immediate family.

Paid funeral leave of up to one (1) contracted working day per school year shall be granted for funeral of friends and other person not mentioned in the previous paragraph. Such leave shall be non-accumulative.

**Section 6. Family and Medical Leave (FMLA):** FMLA leave shall be granted pursuant to applicable law.

**Subd. 1. Duration of Leave:** An unpaid leave of absence may be granted for health reasons if recommended by the attending physician in writing and approved by the Administration and School Board. Time period may be renewable, upon review, up to one (1) year.

**Section 7. Unpaid Leave:** Unpaid leave may be granted for other purposes at the discretion of the Superintendent. Unpaid leave for the day preceding or the day following holidays or vacations or the first or last day of the school year are highly discouraged.

**Section 8. Leave of Absence:** A leave of absence may be granted by the School District for one (1) semester or one (1) school year at the School District's discretion for due cause shown. Applications must be submitted to the School Board for its approval. The applicant shall receive no enumeration during the leave period. When accumulated sick leave is entirely used and he/she is not able to return to his/her normal duties because of illness, may be provided with a temporary leave of absence not to exceed one (1) calendar year.

**Subd. 1. Reinstatement:** The School District shall place the applicant in his/her former or equal position upon the completion of the leave of absence, and he/she shall be entitled to all benefits which he/she had earned at the time his/her leave of absence commenced.

**Subd. 2. Extension:** All requests for extensions or renewals of leaves of absence shall be applied for, in writing, and if granted, shall be in writing two (2) months prior to the end of such leave.

**Subd. 3. Notification of Intent:** Employees who have been granted a leave of absence must notify the School District two (2) months prior to the end of such leave, whether or not they intend to return to their position. Failure of the employee to notify the District by the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

**Subd. 4. Seniority and Benefits:** During an unpaid Leave of Absence the employee does not accrue seniority or benefits.

**Section 9. No Remaining Sick Leave:** When accumulated sick leave is entirely used and the employee is not able to return to his/her normal duties because of illness, the employee may be provided with a temporary leave of absence not to exceed one (1) calendar year.

**Section 10. Insurance Application:** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave or Family Medical Leave of Absence (FMLA) from the School District under Article 9, Section 1, or supplemented by sick leave pursuant to Article 9, Section 2, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained.

**Section 11. Jury Service:** An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

**Section 12. Other Leaves:** Other leaves shall be granted pursuant to applicable law.

**181.9412 SCHOOL CONFERENCE AND ACTIVITIES LEAVE**

**181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.**

**181.9414 PREGNANCY ACCOMMODATIONS.**

**181.945 LEAVE FOR BONE MARROW DONATIONS.**

**181.9456 LEAVE FOR ORGAN DONATION.**

**181.9458 AUTHORIZATION FOR BLOOD DONATION LEAVE.**

**181.946 LEAVE FOR CIVIL AIR PATROL SERVICE.**

**181.947 LEAVE FOR IMMEDIATE FAMILY MEMBERS OF MILITARY PERSONNEL INJURED OR KILLED IN ACTIVE SERVICE.**

**181.948 LEAVE TO ATTEND MILITARY CEREMONIES.**

**192.261 LEAVE OF ABSENCE.**

## **ARTICLE 10 SUBSTITUTE PERSONNEL**

**Section 1. Non-Bargaining Unit Substitute:** A non-bargaining unit substitute employed to fill in for any bargaining unit employee will be paid at a rate set annually by the School Board. In the event the substitute is a former employee, he/she will be paid the greater of their old pay rate or an amount not to exceed two dollars (\$2.00) per hour above the Base Wage of the level for which they are subbing.

**Section 2. Bargaining Unit Substitute:** If a bargaining unit employee is used to fill in for another employee, the substitute employee will be paid at the Base Wage of the classification for which they are substituting or their current job rate, whichever is greater.

**Section 3. Rate of Pay:** Throughout the assignment, employees required to work out of their classification will be compensated at the beginning rate of pay of the new classification or the employee's current rate, whichever is greater.

## **ARTICLE 11 HOURS OF SERVICE, DUTY YEAR AND OVERTIME**

**Section 1. Basic Work Week:** The employee's basic work week, exclusive of lunch, shall be prescribed by the School District.

**Section 2. Basic Work Year:** The employee's basic work year shall be prescribed by the School District. Unless there are mitigating circumstances, the employees' work schedule will be set by August 1 of each year and the Business Office will, by August 2 or the nearest business day thereafter, send written notification to each paraprofessional employee stating:

- Starting date

- The number of contract days for that school year
- Specified listings of days

**Section 3. Part-time Employees:** The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time basis.

**Section 4. Sub-Contracting:** If after a diligent attempt by the School District to employ a person to fulfill a need, the School District may sub-contract bargaining unit work after providing the Exclusive Representative with written notice and the opportunity for discussion with the School District. Sub-contracting cannot be used to prevent a laid off employee from being called back.

**Section 5. Shifts and Starting Times:** All employees will be assigned starting times and shifts at the beginning of each school year as determined by the School District. Any additional changes will be in writing and at least two (2) weeks prior to the implementation of the new shift/hours.

**Section 6. Work Breaks:**

**Subd. 1. Lunch Period and Shift Breaks:** Employees shall be provided an unpaid duty-free lunch period of at least thirty (30) minutes. The District shall provide the duty-free lunch, (pursuant to Minnesota Statutes 177.253, 177.254 and Minnesota Rules 5200.0120), as well as reasonable rest breaks as allowed in Statute. (Minnesota Statutes 177.253, 177.254 and Minnesota Rules 5200.0120)

**Subd. 2. Shift Break:** All employees shall be given a fifteen (15) minute break during each full one-half (1/2) shift.

**Section 7. Overtime:** Employees will be compensated at a rate of one and one-half (1<sup>1</sup>A) times the base rate (the employee's normal straight time rate) for hours worked in excess of a forty (40) hour week. The Supervising Administrator must approve overtime hours in advance.

**Subd. 1. Calculation:** Overtime will be calculated to the nearest fifteen (15) minutes.

**Section 8. Compensatory Time:** Overtime accumulation may be taken as compensatory time off if mutually agreeable to the employee and School District.

**Subd. 1. Carry Over:** Starting in year 2020-2021 up to thirteen (13) hours of compensatory time can be carried over to the next year. All compensatory time will be paid out in the June paycheck unless the employee notifies the business manager of hours to be carried over.

**Section 9. Aggregating Hours:** For purposes of determining Fringe Benefits, the District shall aggregate all contracted hours worked by the employee.

**Section 10. Scheduled Two (2) Hour Late Starts:** Employees in the Paraprofessional classification will be expected to attend the scheduled two (2) hour late start or two (2) hour early out in-services or work those hours as determined by the Supervising Administrator.

**Section 11. Emergency Closings and Late Starts:** Paraprofessionals will not be expected to work on days when a school or the entire District is closed for emergencies such as inclement weather. Employees who have had his/her workday canceled due to an emergency school closure shall receive up to two (2) days paid at the regular rate of pay per school year.

**Subd 1. Excessive Closings:** If it happens in any one (1) school year that there are more than two (2) days closed for emergency, employees can be compensated for days beyond the first two (2) by using compensatory time, personal leave, or vacation.

**Section 12. Working During Off Duty Time:** An employee who is called to duty during his/her scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (VA) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum and should be agreed upon by the School District and the employee.

## ARTICLE 12 HOLIDAYS

**Section 1. Rate of Pay:** Any employee who is required to work on a legal holiday shall be paid at his/her regular rate of pay for work performed on the legal holiday and shall be granted equal time off at a mutually agreed upon time or shall be paid an equal number of hours at straight time rates. If the employee chooses to not take time off, he/she will be paid twice (2x) their regular rate of pay.

**Section 2. Paid Holidays:** All employees will receive regular pay for eight (8) holidays. All holidays will be student non-attendance days. Paid Holidays listed as follows:

Thanksgiving	New Year's Day
Thanksgiving Friday	Labor Day
Christmas Eve	Good Friday
Christmas	New Year's Eve Day

**Subd. 1. New Employees:** An employee hired during the year will have the number of paid holidays prorated, to the nearest whole day, based on the percentage of the school year remaining.

**Subd. 2. Notification:** The District will notify employees of the proposed holiday list at the beginning of each school year.

**Subd. 3. Modifying Designated Holidays:** It is understood these dates can change if the District needs to modify the scheduled holidays due to unexpected emergency closing days. Said changes must be notified to the employee, in writing, a minimum of thirty (30) calendar days prior to the change.

**Subd. 4. Working on a Holiday:** If a holiday is used as a makeup day, the District will pay the employee both their regular rate of pay and holiday pay for the same day of work.

## ARTICLE 13 PROBATIONARY PERIOD, DISCIPLINE, AND DISCHARGE/RESIGNATION

**Section 1. Probationary Period:** All newly hired or rehired employees serve a probationary period of six (6) months for newly hired and three (3) months for employees moving to a different position. Additionally, any employee moving to a different position likewise shall be subject to a new probationary period.

**Section 2. Completion of Probationary Period:** Upon completion of the probationary period, new or rehired employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment to a permanent position with the School District.

**Section 3. Probationary Period: Change of Classification:** Failure to obtain permanent status upon moving to a new position cannot be grieved, but the employee shall be given reasons in writing therefore. An employee shall be assigned to his/her previous job upon failure to attain permanent status or promotion.

### **Section 4. Discipline:**

**Subd. 1. Types:** The School District shall have the right to impose discipline on its employees for just cause only. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. Discipline will be in one (1) or more of the following forms:

- Oral reprimand
- Written reprimand
- Suspension with pay
- Suspension without pay

- Demotion
- Discharge

Both the School District and the Exclusive Representative agree that the above list of types of discipline is not meant to imply a sequence of events.

**Subd. 2. Conference:** A conference between the employee, with Union representation if discipline is expected and his/her supervisor shall be held prior to the imposition of a written reprimand, suspension with pay, suspension without pay, demotion or discharge. All will be in written form.

**Subd. 3. Grievance of Discipline:** Grievances relating to a suspension with or without pay, demotion or discharge shall be initiated by the Exclusive Representative at Step 3 (School Board) of the Grievance Procedure, under Article 15 of this Agreement.

**Subd. 4. Representation:** The Exclusive Representative shall have the right to be present at any questioning of an employee concerning investigation for disciplinary action against any employee.

**Subd. 5. Acknowledgement:** Written reprimands, to become part of the employee's personnel file, shall be read and acknowledged by signature of the employee. The affected employee will receive a copy of such written reprimands and notices of suspension with pay, suspension without pay, demotion and discharge. The School District should send a copy of such written reprimands and notices of suspension with pay, suspension without pay, demotion and discharge to the Exclusive Representative.

**Subd. 6. Discharge Suspension:** Discharges will be preceded by a five (5) day suspension without pay.

**Section 5. Resignation:** A two (2) week notice shall be required of an employee wishing to resign.

## ARTICLE 14 SENIORITY, REDUCTION OF FORCES & VACANCIES

**Section 1. Definition:** Seniority shall be defined as an employee's length of service with the District since his/her most recent date of hire. Both length of service within a classification and length of service with the School District in the one job classification where more than fifty percent (50%) of the employment occurs will be considered. Where job classifications are equally split, the employee shall have a one (1) time option to choose which job classification where seniority will accrue.

**Section 2. Seniority List:** The School District shall establish seniority lists current as of the effective date of this Agreement and thereafter shall update them each February 1.

**Subd. 1. Ranking:** Each list shall rank employees in order of highest to lowest seniority within the classification. Seniority shall be the length of continuous employment with the School District. If more than one (1) employee is hired on the same date, seniority ranking within the classification shall be determined by the agenda order in which the School Board acted on the hiring.

**Subd. 2. Posting List:** The School District shall concurrently post the seniority lists and send them electronically to the Stewards of the Exclusive Representative. Any employee or the Exclusive Representative shall be obligated to notify the School District of any error in the lists within ten (10) calendar days of the posting. If no error is reported within the ten (10) calendar day period, the list will stand correct as posted.

**Section 3. Transfer (Bumping):** The District will consider transfer (bumping) between the Paraprofessional classifications if the supervising administrator determines that the individual is qualified according to the job description of the desired position. In case of lay-offs, an individual must "bump" within his/her own classification first.

**Section 4. Retention of Seniority:** Any employee who is covered by this Agreement and who is subsequently promoted or transferred to any position within a classification shall retain seniority in his/her prior classification. A reduction of workforce will be accomplished on the basis of classification series as established above.

**Section 5. Benefits:** Benefits shall accrue based on the latter of the anniversary date of hire or rehire.

**Section 6. Reduction in Force:** In the event of a reduction in force, such reduction shall be based on the seniority as determined by the seniority list within each classification. Layoffs shall be in inverse order of seniority in the same job classification. Employees to be laid off shall be given two (2) calendar weeks notification of such layoff.

**Section 7. Recall:** Recall from lay-off shall be in order of seniority within each classification, provided that a recalled employee must indicate his/her indication to return to work within fourteen (14) calendar days of notification; failure to respond to recall as herein provided shall result in automatic termination of seniority and employment.

**Subd. 1. Notification:** Notice of recall shall be by certified mail with a return receipt requested.

**Subd. 2. Placement on Roster:** An employee shall remain on the recall roster for two (2) years, unless he/she fails to respond to a recall notification. At the end of two (2) years, all employment and seniority rights shall terminate.

**Section 8. Vacancies:** The School District is committed to hiring the most qualified candidates for District service. If all other job relevant qualifications are equal, the most senior employee shall receive a promotion. If the District does not consider the applicant(s) to have the necessary qualifications set forth in the job description, the District has the right to hire from outside the Bargaining Unit.

**Subd. 1. Posting:** Job vacancies shall be emailed to all employees via the District email. All postings will be at least seven (7) calendar days. Reasonable effort shall be made to notify any eligible employee who is on compensated leave status at the time of the posting.

**Subd. 2. Filling:** Vacancies in positions exceeding twelve and one-half (12.5) hours per week shall be filled in the following order:

1. From existing paraprofessional personnel.
2. If two (2) or more of the existing personnel apply, qualifications shall be the determining factor. Qualifications shall mean and be applied in the following order:
  - a. Suitability and demonstrated expertise in the position available.
  - b. Total years experience in the District.
3. Personnel on layoff: If however filling a vacancy pursuant to #1 or #2 above results in an employee on unrequested, leave becoming unqualified for the remaining vacancy as determined by the District, the District shall hire the person on unrequested leave into that vacancy.
4. Personnel new to the District

**Subd. 3. Explanation:** Any qualified employees from existing staff applying for a vacancy or a new position and not selected to interview, at the employee's written request, may meet with the appropriate building administrator for the purpose of receiving feedback as to why he/she was not selected for an interview. If an employee from existing staff is not awarded a position, at that employee's written request, the District shall give notice in writing as to the reason why he/she was not selected.

## ARTICLE 15 GRIEVANCE PROCEDURE

### **Section 1. Definitions:**

**Subd. 1. Grievance:** Shall mean an allegation, in writing, by an employee that the employee has a dispute or disagreement between the employee and the School District as to the interpretation or application of the specific terms and conditions contained in this Agreement.

**Subd. 2. Grievant(s):** Shall mean an individual employee, a group of employees, or the Exclusive Representative who/which files a grievance as defined in Article 15, Section 1, Subd. 1.

**Subd. 3. Days:** Any reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all weekdays not designated as holidays by state law.

**Subd. 4. Informal Discussion:** In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they may first discuss the alleged grievance. Any potential dispute shall require the Union and the Employer to attempt resolution informally within twenty (20) days of the knowledge of the event filing rise to the grievance. Informal resolutions shall be reduced to writing and shall vacate the need to file a grievance. Should no resolution be reached, the Union may proceed to Level 1 within ten (10) days of the decision.

**Section 2. Representation:** Any person or agent designated by such party to act on the party's behalf may represent the grievant(s), administrator, or School Board during any step of the procedure.

**Section 3. Processing of a Grievance:** It is recognized and accepted by the Exclusive Representative and the School District that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Exclusive Representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the School District during normal working hours, as long as the employee and Exclusive Representative have notified and received the approval of the designated supervisor. The supervisor shall determine if such absence is reasonable and would not be detrimental to the work programs of the School District.

**Section 4. Time Extension:** The time limit in each step may be extended by mutual written agreement of the School District and the Exclusive Representative.

**Section 5. Resolution of Grievance:** The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

**Subd. 1. STEP 1 - Appeal to Supervisor:**

1. All grievances will first be addressed through informal discussion between the employee/representative and the supervisor.
2. Discussion shall take place within fifteen (15) days after alleged violation has occurred.
3. If resolution is not achieved, the employee/representative shall place in writing
  - a. The nature of the grievance
  - b. The facts on which it is based
  - c. The provision or provisions of the Agreement allegedly violated
  - d. The remedy requested
4. The Supervisor will give a written answer to said grievance within ten (10) days of meeting.
5. Failure by the Supervisor to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.
6. A grievance not resolved may be appealed to Step 2.
7. Any grievance not appealed in writing to Step 2 by the Exclusive Representative within ten (10) days shall be considered waived.

**Subd. 2. STEP 2 - Appeal to Superintendent:** If a grievance is properly appealed to the Superintendent:

1. The Exclusive Representative shall present the written grievance, and a meeting set within fifteen (15) days after receipt of the appeal to discuss the grievance with the Superintendent.
2. The Superintendent shall give the Exclusive Representative his/her answer in writing within ten (10) days after said meeting.
3. Failure by the Superintendent to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.
4. A grievance not resolved in Step 2 may *be* appealed to Step 3 within ten (10) days following Superintendent's final Step 2 answer or expiration of the timeline if answer is provided.
5. Any grievance not appealed in writing to Step 3 by the Exclusive Representative within ten (10) days shall be considered waived.

**Subd. 3. STEP 3 - Appeal to School Board:** If a grievance is properly appealed to the School Board:

1. Written grievance shall be presented by the Exclusive Representative and a meeting set within twenty (20) days after receipt of the appeal to discuss the grievance with the School Board.
2. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.
3. The School Board shall give the Exclusive Representative their answer in writing within twenty (20) days after said meeting.

4. Failure by the School Board to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.
5. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) days following the School Board's final answer to Step 3 answer.
6. Any grievance not appealed to Step 4 by the Exclusive Representative within ten (10) days shall be considered waived.

**Subd. 4. STEP 4 - Appeal to Bureau of Mediation Services:** A grievance unresolved in Step 3 and appealed to Step 4 by the Exclusive Representative shall be submitted to the Bureau of Mediation Services (BMS) subject to the Public Employment Labor Relations Act of 1971, as amended within ten (10) days following the School Board's final answer to Step 3 answer.

**Subd. 5. STEP 5 - Arbitration:** A grievance unresolved in Step 4 and appealed to Step 5 by the Exclusive Representative shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended.

1. The selection of an arbitrator shall be made in accordance with the "Rules Governing and Arbitration of Grievances" as established by the Public Employment Relations Board.
2. At the option of the Exclusive Representative, the selection may be made from the arbitrator list available from the Bureau of Mediation Services.
3. The Exclusive Representative shall request action to strike names within thirty (30) days of receipt of the list of arbitrators.
4. **Arbitrator's Authority:**
  - a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and condition so of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the School District and the Exclusive Representative, and shall have no authority to make a decision on any other issue not so submitted.
  - b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.
  - c. The arbitrator's decisions shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.
  - d. The decision shall be binding on both the School District and the Exclusive Representative and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
5. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the School District and the Exclusive Representative, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

**Section 6. Choice of Remedy:** If, as a result of the written School District response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Article 15, Section 5, Subd. 4, or a procedure such as Veteran's Preference of Fair Employment. If appealed to any procedure other than Article 15, Section 5, Subd. 4 the grievance is not subject to the arbitration procedure as provided in Article 15, Section 5, Subd. 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Article 15, Section 5, Subd. 4 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Article 15, Section 5, Subd. 4.

## **ARTICLE 16 COMPARABLE WORTH**

**Section 1. Implementation:** Any and all Comparable Worth equities shall be implemented including classification change, job description update and be kept on file.

**Section 2. Appeal:** If either the employee or the immediate supervisor should determine that the classification of a job no longer accurately describes the requirements of the position the Appeals process will be initiated by using the appropriate Appeals process forms.

**Section 3. Effective Date:** The effective date of pay adjustment is the date of School Board approval.

**Section 4. Appeal Process:**

**Subd. 1. Initiation:** The employee initiates the comparable worth appeal process by requesting the appeal from the District Office.

**Subd. 2. Appeal Form:** The employee and Union Representative complete the appeal form.

**Subd. 3. Forward the Appeal Form:** The appeal form is forward to the employer's supervisor who signs the form and retains the copy; the supervisor's signature signifies awareness of the appeal. The supervisor returns the form to the employee.

**Subd. 4. Timeline:** The employee sends the appeal to the District Office no later than January 1 and no later than February 1 of the contract year.

**Subd. Setting a Meeting:** The Business Office establishes a timely meeting with the outside consultant and the employee. The Business Office notifies the employee and supervisor of the date for the appeal.

**Subd. 6. Employee Meeting:** The employee meets with the outside consultant

**Subd. 7. Supervisor Meeting:** The supervisor meets with the outside consultant

**Subd. 8. Decision:** The outside consultant renders a decision within twenty (20) working days.

**Subd. 9. Notification:** The employee and supervisor are notified of the consultant's decision.

**Subd. 10. School Board Action:** The School Board ratifies or rejects recommended changes at the next regular Board meeting.

**Subd. 11. Employee Notification:** The employee is notified of the Board's decision.

## **ARTICLE 17 MISCELLANEOUS PROVISIONS**

**Section 1. Democratic-Republican-Independent-Voter-Education (DRIVEL Contribution:** The Employer agrees that upon the receipt of a properly executed voluntary authorization card from an employee, it will deduct from the employee's salaries such amounts as each employee authorizes to pay to Teamsters Democratic-Republican-Independent Voter Education (DRIVE).

Teamsters Local No. 320 will indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer, the Le Sueur-Henderson School District #2397, its Administration or employees, because of such payroll deduction. Teamsters Local No. 320 agrees to pay the cost for programming and administering the implementation of this payroll deduction.

**Section 2. Activity Pass:** Each employee will receive a pass which provides for one (1) free admission for that employee to each home athletic and non-athletic event each year.

**Section 3. Mileage:** Employees required to use their own automobiles in the performance of their duties shall be reimbursed at the rate established by the School Board. This rate will be established for all driving required by the School District, except for normal commuting.

**Section 4. Personnel Files:** Employees may examine their own individual personnel files at reasonable times under the direct supervision of the School District. The employee has the right to request copies of any contents of his/her file. The employee may include in the file written information in response to materials contained therein.

**Section 5. Retirement Payout:** For those hired prior to the year 2000, upon retirement, the employee should have completed 20+ years of service in the district and will be eligible for a \$3,000 payout.

## **ARTICLE 18 SAFETY**

**Section 1. Assurance of Safe Practices:** If an employee feels that his/her work duties or responsibilities require such employees to be in a situation that violates Federal and State safety standards, the matter shall be immediately

considered by the School District. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth in this Agreement.

**Section 2. Accident Reports:** All employees who are injured during the course of their employment shall file an accident report with the designated supervisor, regardless of how slight the injury, on forms furnished by the School District.

**Section 3. Fitness for Performance:** In the interest of work safety to individuals, co-workers, and others, the Employer may require employees to undergo a medical evaluation that will enable the School District to determine the employee's fitness for performance of his/her duties.

**Section 4. Physical Exams:** Employees required to have a physical examination as part of their employment shall have such examination paid for by the District and be allowed time off for taking such examination. Physicians will be designated by the District.

**Section 5. Safety Training:** Safety training for physical medical care shall be provided by the District within one month of hiring. Training shall be accounted for hours worked and paid for by the Employer.

## **ARTICLE 19 TERM OF AGREEMENT**

**Section 1. Terms and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2025, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

**Section 3. Finality:** Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held in valid, it shall not affect any other provisions of this Agreement or the application of any provision.

**Section 5. Retroactive:** Unless stated otherwise in this Agreement, terms, wages and benefits will be retroactive to July 1, 2023.



# **LABOR AGREEMENT**

Between

**LE SUEUR - HENDERSON PUBLIC SCHOOL DISTRICT #2397**

and

**MINNESOTA TEAMSTERS PUBLIC AND LAW  
ENFORCEMENT EMPLOYEES' UNION, LOCAL #320**



**REPRESENTING**

**ADMINISTRATIVE SUPPORT AND SECRETARY STAFF**

**JULY 1, 2025 - JUNE 30, 2027**

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## **ARTICLE 1 PURPOSE**

This Agreement is entered into between the Le Sueur - Henderson Public School District (Independent School District 2397), hereinafter referred to as the "District" or the "School District" and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320, hereinafter referred to as the "Exclusive Representative" pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended is hereinafter referred to as PELRA, to provide the terms and conditions of employment for administrative support/clerical staff for the duration of this Agreement.

## **ARTICLE 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with PELRA, the School District recognizes Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320 as the Exclusive Representative for all administrative support/clerical staff employed by the School District for more than fourteen (14) hours per week. Excluded from such classifications are the following:

- Confidential employees
- Part-time employees whose service does not exceed twelve and one-half (12<sup>1/2</sup>) hours per week
- Employees who work fourteen (14) hours or less
- Employees who hold positions of temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year
- Emergency employees

The Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

**Section 2. Appropriate Unit:** The Exclusive Representative shall represent all such employees of the School District as defined in ARTICLE 3, Section 2, and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

**Section 3. In** the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services (BMS) for determination.

**Section 4. Individual Agreements:** The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

## **ARTICLE 3 DEFINITIONS**

**Section 1. Description of Appropriate Unit:** For purposes of this Agreement, the terms, administrative support/clerical staff, shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following:

- Confidential employees
- Supervisory employees
- Essential employees
- Part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees' bargaining unit

- Employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year
- Emergency employees

**Section 2. District or School District:** For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).

**Section 3. Employee:** A member of the exclusively recognized bargaining unit.

**Section 4. Union:** Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

**Section 5. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by PELRA.

## **ARTICLE 4 SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** The Employer retains the full and unrestricted right to:

- Operate and manage all manpower, facilities and equipment
- Establish functions and programs
- Set and amend budgets
- Determine the utilization of technology
- Establish and modify the organizational structure
- Select, direct and determine the number of personnel
- Establish work schedules
- Perform any inherent managerial functions not specifically limited by this Agreement

**Section 2. School Board Responsibilities:** The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

**Section 3. Effect of Rules, Regulations, Directives, and Orders:** The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the rights, obligations, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board. Insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement applicable State and Federal Statutes, Laws, Rules and Regulations having the force effect of law.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

**Section 5. Hold Harmless:** The School District will be held harmless against any and all claims, suits, orders or judgments brought or issued against the School District as a result of any action taken or not taken by the School District under the provisions of this Article.

**Section 6. Security:** The Exclusive Representative, its officers and the covered employees agree that they will not engage in, encourage, sanction, support or suggest any strike and they agree they will not withhold in whole or in part the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971, as amended. In the event of a violation, the Exclusive Representative shall join with the School District to warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties.

## **ARTICLE 5 UNION SECURITY**

**Section 1. Right to Views:** Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Request for Dues Check off:** Pursuant to PELRA, the Exclusive Representative shall be allowed dues check off for its members. The School District shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Exclusive Representative dues.

**Section 3. Stewards:** The Exclusive Representative may designate no more than three (3) employees from the bargaining unit to act as stewards. The Exclusive Representative shall inform the School District in writing of the employees designated and of any changes in such designation. The Stewards are authorized to perform and discharge the duties and responsibilities that are assigned to them under the terms of this Agreement and any supplementary agreements. The School District agrees that there shall be no restraint, interference, coercion or discrimination against any Steward because of the performance of such duties.

**Section 4. Bulletin Board:** The School District shall make space available on the employee bulletin board for the posting of official Union notices and announcements.

**Section 5. Communications:** The School District agrees that on the School District's premises and without loss of pay, the Union Steward shall be allowed to:

- Post official Union notices
- Transmit communications authorized by the Exclusive Representative or its officers under the terms of this Agreement
- Consult with the School District, its representative, the Exclusive Representative concerning the enforcement of any provision of this Agreement, so long as such action does not unduly interfere with regular employee duties.

The Exclusive Representative shall not take employees from the performance of their assigned responsibilities without prior approval of the Employer's designated representatives.

## **ARTICLE 6 RATES OF PAY & PAY PLAN**

**Section 1. Rates of Pay:** Employees within the bargaining unit shall be paid according to the salary schedule.

**Section 2. Status of Salary Schedule:** For the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is fully ratified.

**Section 3. Pay Plan Option:** Employees who would like their pay pro-rated over a twelve (12) month period shall be allowed to do so upon written request to the Business Office by July 1 of each year. Should an employee fail to give notification by July 1, he/she shall retain the option under which he/she was previously paid. Any new employee who fails to notify the Business Office by July 1 shall be paid on a 12-month basis.

**Section 4. Compensation:**

**Subd. 1. Employee Base Wage:** New employees will begin at Step 1 of the wage scale, unless otherwise adjusted based on experience as outlined in Section 5.

**Subd. 2 2025-2026 School Year:** All employees hired prior to July 1, 2025, will move to the wage scale on the step that is closest to their current pay without going under, then add one step. Employees who are beyond the pay scale will receive a three percent (3%) increase, retro to July 1, 2025.

**Subd. 3 2026-2027 School Year:** All employees hired prior to July 1, 2026, will step on the scale. Employees who are beyond the scale will receive a one and a half (1.5%) increase.

**Subd. 4 Wage Scale**

Step	Hourly Pay
1	\$18.00
2	\$18.27
3	\$18.54
4	\$18.82
5	\$19.10
6	\$19.39
7	\$19.68
8	\$19.98
9	\$20.28
10	\$20.58

**Section 5. Experience Consideration:** With a recommendation from the hiring supervisor and the approval of the Superintendent, a newly hired employee in a secretarial or administrative assistant position may be placed at a higher step on the wage scale based on relevant prior experience. Step advancement may not exceed two steps above the base step. The Union Steward shall be notified of any such adjustment at the time of hire.

Relevant experience is defined as follows:

1. General secretarial or administrative assistant experience in any professional setting, including but not limited to office coordination, clerical support, or executive assistance roles in business, healthcare, nonprofit, or government environments.
2. School-based secretarial experience, defined as prior employment as a school secretary or administrative assistant in a K–12 educational setting, with duties involving student information systems, attendance tracking, family communication, and/or support of school administrators or office functions.

Step placement shall follow this structure:

1. 1–4 years of general secretarial/administrative assistant experience: Eligible for up to a 1-step advancement
2. 5+ years of general secretarial/administrative assistant experience: Eligible for up to a 2-step advancement
  - a. If you have direct school experience you go to the step that most closely matches your years of experience.

All experience must be verified through previous employer documentation or equivalent proof of service before a step adjustment is applied. This framework is designed to acknowledge relevant experience while supporting internal equity across the bargaining unit.

**Section 6. Longevity:** Employees shall receive additional compensation based on their years of service within the district. Eligibility for longevity pay begins after completion of twenty (20) years of service with the district and increases incrementally with additional years of service, as outlined in the district's compensation schedule. Note, longevity is separate from, and in addition to, the employee's base pay.

Years In District	Increase
20-24	\$600
25-29	\$1,100
30-34	\$1,600
35+	\$2,100

**ARTICLE 7  
403(b) MATCHING CONTRIBUTION PLAN**

**Section 1. Eligibility:** Pursuant to the provisions of M.S. 1236.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who has worked for the District for twelve (12) continuous months and must be employed for twenty (20) hours per week or more for a minimum of nine (9) months each calendar year.

**Section 2. Amount of School District Contribution:** Eligible employees, after completion of their first (1<sup>st</sup>) year of working experience in the School District, shall be eligible for an annual School District matching contribution. The annual School District matching contribution shall not exceed the amounts listed below nor shall the annual maximum District contribution exceed the amount specified by statute. The District matching contribution amount shall be made at the same time as the individual contribution by the staff member. The District match will be in twenty-four (24) equal installments, beginning with the first pay period in September, or will match the staff member's contribution, whichever is less.

<u>Years of Service Completed</u>	<u>District Maximum Annual Matching Contribution</u>
1 - 5	\$400
6 - 10	\$600
11 -15	\$800
16 +	\$1,100

**Section 3. Lifetime Limitation:** The maximum lifetime School District contribution to any individual employee pursuant to this Article shall be for thirty thousand dollars (\$30,000). Upon reaching this maximum, the employee shall no longer be eligible for School District contributions.

**Section 4. Vendors:** Participation in the benefits of this article is limited only to employees who select one of the School District approved vendors.

**Section 5. Payment:** The employee's contribution shall be made by payroll deduction.

**Section 6. Unpaid Status:** An employee on unpaid leave status may not participate in the provisions of this article.

**Section 7. Applicable Statutes:** The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

## **ARTICLE 8 GROUP INSURANCE**

**Section 1. Selection of Carrier:** The selection of the insurance carrier shall be made by the School District as provided by law.

**Section 2. Insurance Committee:** The District will invite at least one member of this Bargaining Unit to be on the District Insurance Committee.

**Section 3. Eligibility:** Employees who average at least thirty (30) compensated hours per week for nine (9) months, and no hours for three (3) months, would still be considered a full-time employee of the District and, therefore, will be eligible for health and hospitalization insurance.

**Section 4. District Contribution to Health and Hospitalization Insurance:** The District shall make a defined contribution of six thousand seven hundred dollars (\$6,700) per individual; ten thousand eight hundred dollars (\$10,800) per family for any employee who qualifies under insurance eligibility to be used toward any District offered health insurance plan. Employee to elect plan and level of coverage from District options and will be responsible for any additional cost of the premium through payroll deduction. If an employee elects a less expensive plan, the difference in contribution will be made to the employee's HSA.

**Section 5. Income Protection & Life Insurance:** The School District shall provide twelve (12) months coverage of income protection insurance and twenty-thousand-dollar (\$20,000) term life insurance to any employee who qualifies under insurance eligibility rules and is scheduled to work thirty-five (35) hours or more per week.

**Section 6. Plan Options:** Employees may choose from any of the plans offered by the School District.

**Section 7. Post Service Insurance Eligibility:** Subject to the requirements of the insurance carrier, an employee who retires after having worked at least nine (9) months a year for fifteen (15) years and has reached the age of fifty-five (55) shall be entitled to participate in major medical and hospitalization insurance policy of the School District. The employee shall pay the cost of the insurance premiums, and by paying the cost of the insurance may remain in the group until the employee reaches age sixty-five (65) or becomes eligible for Medicare, whichever occurs first. In the event of the death of said retired clerical employee, who was part of the insurance group, the employee's spouse shall be entitled to continue in the major medical and hospitalization policy of the District by paying the premium of the policy under which the retired employee was covered, pursuant to Minnesota Statute.

**Section 9. Duration of Insurance Contributions:** An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

## ARTICLE 9 LEAVES OF ABSENCE

### **Section 1. Sick Leave:**

**Subd. 1. Earning:** All employees shall earn one (1) paid day of sick leave for each month of employment in the School District. A sick leave day is defined as the same number of hours as the contracted working day. Sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

**Subd. 2. Accumulation:** Unused sick leave days may accumulate to a maximum of one hundred and twenty (120) days of sick leave per employee.

**Subd. 3. Use:** Leave shall always be authorized in accordance with MN State Statute and ESST laws.

**Subd. 4. Medical Certificate:** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, and/or disability pursuant to this section. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District and applicable MN State Statute. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 5. Deduction:** Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

**Subd. 6. Approval:** Sick leave benefits shall not be granted to persons for injuries received while employed by an individual or firm other than the School District. Or Sick leave pay may be approved by following District guidelines for leave requests. Procedures may be reviewed in the District Employee Handbook.

**Subd. 7. Denial of Benefits:** Sick leave benefits shall not be granted to persons for injuries received while employed by an individual or firm other than the School District.

**Subd. 8. Wellness Day(s):** An employee of this unit who uses two (2) or fewer sick days shall be given an additional "wellness day" at the end of the school year for use in the following school year. An employee using one (1) or fewer sick days in the school year shall be awarded two (2) wellness days at the end of the year. Wellness days not used by the end of the following school year, will be paid out to the employee at the rate of Employee's base rate of pay for the day.

**Section 2. Workers' Compensation:** Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Section 3. Bereavement Leave:** An employee may be granted one (1) to five (5) days paid leave in the event of death or serious illness in the employee's immediate family. Immediate family shall be: wife/husband, children, sister, brother, parent, father/mother-in-law, grandparents, grandchildren, sister/brother-in-law. The Superintendent may, at his/her discretion, grant additional unpaid leave for serious illness in the employee's immediate family. Paid funeral leave of up to one (1) contracted working day per school year shall be granted for funeral of friends and other person not mentioned in the previous paragraph. Such leave shall be non-accumulative.

**Section 4. Family and Medical Leave (FMLA):** FMLA leave shall be granted pursuant to applicable law.

**Subd. 1. Duration of Leave:** An unpaid leave of absence may be granted for health reasons if recommended by the attending physician in writing and approved by the Administration and School Board. Time period may be renewable, upon review, up to one (1) year.

**Section 5. Unpaid Leave:** Unpaid leave may be granted for other purposes at the discretion of the Superintendent. Unpaid leave for the day preceding or the day following holidays or vacations or the first or last day of the school year are highly discouraged.

**Section 6. Leave of Absence:** A leave of absence may be granted by the School District for one (1) semester or one (1) school year at the School District's discretion for due cause shown. Applications must

be submitted to the Board for its approval. The applicant shall receive no enumeration during the leave period. When accumulated sick leave is entirely used and he/she is not able to return to his/her normal duties because of illness, may be provided with a temporary leave of absence not to exceed one (1) calendar year.

**Subd. 1. Reinstatement:** The School District shall place the applicant in his/her former or equal position upon the completion of the leave of absence, and he/she shall be entitled to all benefits which he/she had earned at the time his/her leave of absence commenced.

**Subd. 2. Extension:** All requests for extensions or renewals of leaves of absence shall be applied for, in writing, and if granted, shall be in writing two (2) months prior to the end of such leave.

**Subd. 3. Notification of Intent:** Employees who have *been* granted a leave of absence must notify the School District two (2) months prior to the end of such leave, whether or not they intend to return to their position. Failure of the employee to notify the District by the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

**Subd. 4. Seniority and Benefits:** During an unpaid Leave of Absence the employee does not accrue seniority or benefits.

**Section 7. No Remaining Sick Leave:** When accumulated sick leave is entirely used and the employee is not able to return to his/her normal duties because of illness, the employee may be provided with a temporary leave of absence not to exceed one (1) calendar year.

**Section 8. Insurance Application:** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave or Family Medical Leave of Absence (FMLA) from the School District under Article 9, Section 1, or supplemented by sick leave pursuant to Article 9, Section 2, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained.

**Section 9. Jury Service:** An employee who serves on jury duty shall be granted the day(s) necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

**Section 10. Other Leaves:** Other leaves shall be granted pursuant to applicable law.

181.9412	SCHOOL CONFERENCE AND ACTIVITIES LEAVE
181.9413	SICK LEAVE BENEFITS; CARE OF RELATIVES.
181.9414	PREGNANCY ACCOMMODATIONS.
181.945	LEAVE FOR BONE MARROW DONATIONS.
181.9456	LEAVE FOR ORGAN DONATION.
181.9458	AUTHORIZATION FOR BLOOD DONATION LEAVE.
181.946	LEAVE FOR CIVIL AIR PATROL SERVICE.
181.947	LEAVE FOR IMMEDIATE FAMILY MEMBERS OF MILITARY PERSONNEL INJURED OR KILLED IN ACTIVE SERVICE.
181.948	LEAVE TO ATTEND MILITARY CEREMONIES.
192.261	LEAVE OF ABSENCE.

## **ARTICLE 10 SUBSTITUTE PERSONNEL**

**Section 1. Non-Bargaining Unit Substitute:** A non-bargaining unit substitute employed to fill in for any bargaining unit employee will be paid at a rate set annually by the School Board. In the event the substitute is a former employee, he/she will be paid the greater of their old pay rate or an amount not to exceed two dollars (\$2.00) per hour above the Base Wage of the level for which they are subbing.

**Section 2. Bargaining Unit Substitute:** If a bargaining unit employee is used to fill in for another employee, the substitute employee will be paid at the Base Wage of the classification for which they are substituting or their current job rate, whichever is greater.

**Section 3.** Throughout the assignment, employees required to work out of their classification will be compensated at the beginning rate of pay of the new classification or the employee's current rate, whichever is greater.

## **ARTICLE 11 HOURS OF SERVICE, DUTY YEAR AND OVERTIME**

**Section 1. Basic Work Week:** The employee's basic work week, exclusive of lunch, shall be prescribed by the School District.

**Section 2. Basic Work Year:** The employee's basic work year shall be prescribed by the School District. Unless there are mitigating circumstances, the employee's work schedule will be set by August 1 of each year and the Business Office will, by August 2 or the nearest business day thereafter, send written notification to each clerical employee stating:

- Starting date
- The number of contract days for that school year
- Specified listings of days

**Section 3. Part-time Employees:** The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time basis.

**Section 4. Sub-Contracting:** If after a diligent attempt by the School District to employ a person to fulfill a need, the School District may sub-contract bargaining unit work after providing the Exclusive Representative with written notice and the opportunity for discussion with the School District. Sub-contracting cannot be used to prevent a laid off employee from being called back.

**Section 5. Shifts and Starting Times:** All employees will be assigned starting times and shifts at the beginning of each school year as determined by the School District. Any additional changes will be in writing and at least two (2) weeks prior to the implementation of the new shift/hours.

### **Section 6. Work Breaks:**

**Subd. 1. Lunch Period:** Employees shall be provided an unpaid duty-free lunch period of at least thirty (30) minutes.

**Subd. 2. Shift Break:** All employees shall be given a fifteen (15) minute break during each full one-half ( $1/2$ ) shift.

**Section 7. Overtime:** Employees will be compensated at a rate of one and one-half (1.5%) times the base rate (the employee's normal straight time rate) for hours worked in excess of a forty (40) hour week. The Supervising Administrator must approve overtime hours in advance.

**Subd. 1. Calculation:** Overtime will be calculated to the nearest fifteen (15) minutes.

**Section 8. Compensatory Time:** Overtime accumulation may be taken as compensatory time off if mutually agreeable to the employee and School District.

**Subd 1.** On Fridays and the days before vacations, clerical staff may leave one-half (1/2) hour early without loss of pay if compensatory time is used. On non-student days, including pre- and post-school year, clerical staff may leave one (1) hour early if compensatory time is used.

**Section 9. Winter Break Service:** During the winter break, when school is not in session, twelve (12) month employees will be expected to work a minimum of two (2) days exclusive of holidays. The Supervising Administration will determine the actual work schedule for this period.

**Section 10. Aggregating Hours:** For purposes of determining Fringe Benefits, the District shall aggregate all contracted hours worked by the employee.

**Section 11. Emergency Closings and Late Starts:** When required to work by building administrator on an Emergency Closing, employee will earn additional time off, hour for hour.

**Subd 1. Additional Personal Leave Hours:** Employees will earn Personal Leave Hours up to the equivalent of two (2) of the employee's normal work days at the regular rate of pay.

**Subd 2. Excessive Closings:** The first two (2) snow days will be paid with no expectation of making up work or working from home. Days three through seven (3 — 7) shall be made up by pre-approved administrative assignments if they wish to be paid. Employees who are able to complete work assignments at home may also be allowed to work from home during inclement weather closures. Personal time must be utilized before unpaid days are allowed.

**Section 12. Working During Off Duty Time:** An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum and should be agreed upon by the School District and the employee.

## **ARTICLE 12 HOLIDAYS**

**Section 1. Rate of Pay:** Any employee who is required to work on a legal holiday shall be paid at his/her regular rate of pay for work performed on the legal holiday and shall be granted equal time off at a mutually agreed upon time or shall be paid an equal number of hours at straight time rates. If the employee chooses to not take time off will be paid twice (2x) their regular rate of pay.

**Section 2. Paid Holidays:** All employees will receive regular pay for eight (8) holidays. All holidays will be student non-attendance days.

- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Labor Day
- Good Friday

**Subd. 1. Twelve Month Employees:** Twelve (12) month employees shall receive the additional three holidays of Memorial Day, Juneteenth, and the 4<sup>th</sup> of July.

**ARTICLE 13  
VACATIONS**

**Section 1. Eligibility:** All clerical employees will be eligible for one (1) paid vacation day per year. If a less than twelve (12) month full-time employee should go on a twelve (12) month contract, the vacation time will be based upon pro-rated full-time previously worked.

**Section 2. Additional Earned Vacation:**

**Subd. 1. Less than Twelve (12) Month Employees:** All less than twelve (12) month clerical employees shall earn additional vacation as follows:

**Additional Vacation Days**

<u>Years in District</u>	<u>Personal Hours Accrued</u>
Completion of probation	8.0 Hours
Year 1	16.0 Hours
Year 5	24.0 Hours
Year 10	32.0 Hours
Year 15	40.0 Hours

**Subd. 2. Twelve Month Employees:** Twelve (12) month employees will be granted additional vacation during the employment year on the following basis:

**Additional Vacation Days**

<u>Years in District</u>	<u>Day(s) of Vacation Accrued</u>
1 - 5 Years	10 Days
6 - 14 Years	10 Days + 1 day per year up to 20 Days
15+ Years	20 Days

**Section 3. Application:**

**Subd. 1. Eligibility:** Earned vacation time shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 shall not be eligible for vacation as a matter of right until July 1 of the following year but may be permitted to take vacation at the discretion of the School District.

**Subd. 2. Scheduling:** The taking of a vacation day must be approved by the employee's supervisor.

**Subd. 3. Vacation Days Allowed Per Day:** Normally, no more than three (3) district wide employees covered under this Agreement can use the same day as a vacation day. If more than three (3) apply for the same day, those first applying for the day will be given priority.

**Subd. 4. Length of Vacations:** In some positions, extended summer vacations in excess of two (2) weeks are not in the best interest of the School District. In those cases, employees will be requested to take part of their vacation during the school year. Vacation time may be used in two (2) hour increments.

**Subd. 5. Accumulation:** Employee's may carry over eight (8) hours per year with a cap of sixteen (16) available for the year. Employees accrued time over eight (8), shall be paid out at the employee's rate at the end of the school year. If the employee has eight (8) hours or less remaining at the end of the year, the employee must request a payment otherwise it will be carried over.

**Subd. 6. Resignation:** Employees who resign, or are dismissed during the year, or who begin work after the start of the working agreement year will only earn vacation on a prorated basis for the period of time they are employed during that year.

**Subd. 7. New Employees:** An employee hired during the year will have the number of paid holidays prorated, to the nearest whole day, based on the percentage of the school year remaining.

**Subd. 8. Notification:** The District will notify employees of the proposed holiday list at the beginning of each school year

**Subd. 9. Modifying Designated Holidays:** It is understood these dates can change if the District needs to modify the scheduled holidays due to unexpected emergency closing days. Said changes must be notified to the employee, in writing, a minimum of thirty (30) calendar days prior to the change.

**Subd. 10. Working on a Holiday:** If a holiday is used as a makeup day, the District will pay the employee both their regular rate of pay and holiday pay for the same day of work.

## **ARTICLE 14 PROBATIONARY PERIOD, DISCIPLINE, AND DISCHARGE/RESIGNATION**

**Section 1. Probationary Period:** All newly hired or rehired employees serve a probationary period of six (6) months for newly hired and three (3) months for employees moving to a different position. Additionally, any employee moving to a different position likewise shall be subject to a new probationary period.

**Section 2. Completion of Probationary Period:** Upon completion of the probationary period, new or rehired employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment to a permanent position with the School District.

**Section 3. Probationary Period: Change of Classification:** Failure to obtain permanent status upon moving to a new position cannot be grieved, but the employee shall be given reasons in writing, therefore. An employee shall be assigned to his/her previous job upon failure to attain permanent status or promotion.

### **Section 4. Discipline:**

**Subd. 1. Types:** The School District shall have the right to impose discipline on its employees for just cause only. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. Discipline will be in one (1) or more of the following forms:

- Oral reprimand
- Written reprimand
- Suspension with pay
- Suspension without pay
- Demotion
- Discharge

Both the School District and the Exclusive Representative agree that the above list of types of discipline is not meant to imply a sequence of events.

**Subd. 2. Conference:** A conference between the employee, with Union representation if discipline is expected and his/her supervisor shall be held prior to the imposition of a written reprimand, suspension with pay, suspension without pay, demotion or discharge. All will be in written form.

**Subd. 3. Grievance of Discipline:** Grievances relating to a suspension with or without pay, demotion or discharge shall be initiated by the Exclusive Representative at Step 3 (School Board) of the Grievance Procedure, under Article 15 of this Agreement.

**Subd. 4. Representation:** The Exclusive Representative shall have the right to be present at any questioning of an employee concerning investigation for disciplinary action against any employee.

**Subd. 5. Acknowledgement:** Written reprimands, to become part of the employee's personnel file, shall be read and acknowledged by signature of the employee. The affected employee will receive a copy of such written reprimands and notices of suspension with pay, suspension without

pay, demotion and discharge. The School District should send a copy of such written reprimands and notices of suspension with pay, suspension without pay, demotion and discharge to the Exclusive Representative.

**Subd. 6. Discharge Suspension:** Discharges will be preceded by a five (5) day suspension without pay.

**Section 5. Resignation:** A two (2) week notice shall be required of an employee wishing to resign.

## **ARTICLE 15 SENIORITY, REDUCTION OF FORCES & VACANCIES**

**Section 1. Definition:** Seniority shall be defined as an employee's length of service with the District since his/her most recent date of hire. Both length of service within a classification and length of service with the School District in the one job classification where more than fifty percent (50%) of the employment occurs will be considered. Where job classifications are equally split, the employee shall have a one (1) time option to choose which job classification where seniority will accrue.

**Section 2. Seniority List:** The School District shall establish seniority lists current as of the effective date of this Agreement and thereafter shall update them each February 1.

**Subd. 1. Ranking:** Each list shall rank employees in order of highest to lowest seniority within the classification. Seniority shall be the length of continuous employment with the School District. If more than one (1) employee is hired on the same date, seniority ranking within the classification shall be determined by the agenda order in which the School Board acted on the hirings.

**Subd. 2. Posting List:** The School District shall concurrently post the seniority lists and send them to the Stewards of the Exclusive Representative. Any employee or the Exclusive Representative shall be obligated to notify the School District of any error in the lists within ten (10) calendar days of the posting. If no error is reported within the ten (10) calendar day period, the list will stand correct as posted.

**Section 3. Retention of Seniority:** Any employee who is covered by this Agreement and who is subsequently promoted or transferred to any position within a classification shall retain seniority in his/her prior classification. A reduction of workforce will be accomplished on the basis of classification series as established above.

**Section 4. Benefits:** Benefits shall accrue based on the latter of the anniversary date of hire or rehire.

**Section 5. Reduction in Force:** In the event of a reduction in force, such reduction shall be based on the seniority as determined by the seniority list within each classification. Layoffs shall be in inverse order of seniority in the same job classification. Employees to be laid off shall be given two (2) calendar weeks notification of such layoff.

**Section 6. Recall:** Recall from lay-off shall be in order of seniority within each classification, provided that a recalled employee must indicate his/her indication to return to work within fourteen (14) calendar days of notification; failure to respond to recall as herein provided shall result in automatic termination of seniority and employment.

**Subd. 1. Notification:** Notice of recall shall be by certified mail with a return receipt requested.

**Subd. 2. Placement on Roster:** An employee shall remain on the recall roster for two (2) years, unless he/she fails to respond to a recall notification. At the end of two (2) years, all employment and seniority rights shall terminate.

**Section 7. Vacancies:** The School District is committed to hiring the most qualified candidates for District service. If all other job relevant qualifications are equal, the most senior employee shall receive a promotion. If the District does not consider the applicant(s) to have the necessary qualifications set forth in the job description, the District has the right to hire from outside the Bargaining Unit.

**Subd. 1. Posting:** Job vacancies shall be emailed to all employees via the District email. All postings will be at least seven (7) calendar days. Reasonable effort shall be made to notify any eligible employee who is on compensated leave status at the time of the posting.

**Subd. 2. Filling:** Vacancies in positions exceeding twelve and one-half (12.5) hours per week shall be filled in the following order:

1. From existing clerical personnel.
2. If two (2) or more of the existing personnel apply, qualifications shall be the determining factor. Qualifications shall mean and be applied in the following order:
  - a. Suitability and demonstrated expertise in the position available.
  - b. Total years' experience in the District.
3. Personnel on layoff: If however, filling a vacancy pursuant to #1 or #2 above results in an employee on unrequested leave becoming unqualified for the remaining vacancy as determined by the District, the District shall hire the person on unrequested leave into that vacancy.
4. Personnel new to the District

**Subd. 3. Explanation:** Any qualified employees from existing staff applying for a vacancy or a new position and not selected to interview, at the employee's written request, may meet with the appropriate building administrator for the purpose of receiving feedback as to why he/she was not selected for an interview. If an employee from existing staff is not awarded a position, at that employee's written request, the District shall give notice in writing as to the reason why he/she was not selected.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

### **Section 1. Definitions:**

**Subd. 1. Grievance:** Shall mean an allegation, in writing, by an employee that the employee has a dispute or disagreement between the employee and the School District as to the interpretation or application of the specific terms and conditions contained in this Agreement.

**Subd. 2. Grievant(s):** Shall mean an individual employee, a group of employees, or the Exclusive Representative who/which files a grievance as defined in Article 15, Section 1, Subd. 1.

**Subd. 3. Days:** Any reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all weekdays not designated as holidays by state law.

**Subd. 4. Informal Discussion:** In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they may first discuss the alleged grievance. Any potential dispute shall require the Union and the Employer to attempt resolution informally within twenty (20) days of the knowledge of the event filing rise to the grievance. Informal resolutions shall be reduced to writing and shall vacate the need to file a grievance. Should no resolution be reached, the Union may proceed to Level 1 within ten (10) days of the decision.

**Section 2. Representation:** Any person or agent designated by such party to act on the party's behalf may represent the grievant(s), administrator, or School Board during any step of the procedure.

**Section 3. Processing of a Grievance:** It is recognized and accepted by the Exclusive Representative and the School District that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Exclusive Representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the School District during normal working hours, as long as the

employee and Exclusive Representative have notified and received the approval of the designated supervisor. The supervisor shall determine if such absence is reasonable and would not be detrimental to the work programs of the School District.

**Section 4. Time Extension:** The time limit in each step may be extended by mutual written agreement of the School District and the Exclusive Representative.

**Section 5. Resolution of Grievance:**

The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

**Subd. 1. STEP 1 - Appeal to Supervisor:**

1. All grievances will first be addressed through informal discussion between the employee/representative and the supervisor.
2. Discussion shall take place within fifteen (15) days after alleged violation has occurred.
3. If resolution is not achieved, the employee/representative shall place in writing
  - a. The nature of the grievance
  - b. The facts on which it is based
  - c. The provision or provisions of the Agreement allegedly violated
  - d. The remedy requested
4. The Supervisor will give a written answer to said grievance within ten (10) days of meeting.
5. Failure by the Supervisor to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.
6. A grievance not resolved may be appealed to Step 2.
7. Any grievance not appealed in writing to Step 2 by the Exclusive Representative within ten (10) days shall be considered waived.

**Subd. 2. STEP 2 - Appeal to Superintendent:** If a grievance is properly appealed to the Superintendent:

1. The Exclusive Representative shall present the written grievance, and a meeting set within fifteen (15) days after receipt of the appeal to discuss the grievance with the Superintendent.
2. The Superintendent shall give the Exclusive Representative his/her answer in writing within ten (10) days after said meeting.
3. Failure by the Superintendent to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.
4. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) days following Superintendent's final Step 2 answer or expiration of the timeline if answer is provided.
5. Any grievance not appealed in writing to Step 3 by the Exclusive Representative within ten (10) days shall be considered waived.

**Subd. 3. STEP 3 - Appeal to School Board:** If a grievance is properly appealed to the School Board:

1. Written grievance shall be presented by the Exclusive Representative and a meeting set within twenty (20) days after receipt of the appeal to discuss the grievance with the School Board.
2. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

3. The School Board shall give the Exclusive Representative their answer in writing within twenty (20) days after said meeting.
4. Failure by the School Board to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.
5. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) days following the School Board's final answer to Step 3 answer.
6. Any grievance not appealed to Step 4 by the Exclusive Representative within ten (10) days shall be considered waived.

**Subd. 4. STEP 4 - Appeal to Bureau of Mediation Services:** A grievance unresolved in Step 3 and appealed to Step 4 by the Exclusive Representative shall be submitted to the Bureau of Mediation Services subject to the Public Employment Labor Relations Act of 1971, as amended within ten (10) days following the School Board's final answer to Step 3 answer.

**Subd. 5. STEP 5 - Arbitration:** A grievance unresolved in Step 4 and appealed to Step 5 by the Exclusive Representative shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended.

1. The selection of an arbitrator shall be made in accordance with the "Rules Governing and Arbitration of Grievances" as established by the Public Employment Relations Board.
2. At the option of the Exclusive Representative, the selection may be made from the arbitrator list available from the Bureau of Mediation Services.
3. The Exclusive Representative shall request action to strike names within thirty (30) days of receipt of the list of arbitrators.
4. **Arbitrator's Authority:**
  - a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and condition so of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the School District and the Exclusive Representative, and shall have no authority to make a decision on any other issue not so submitted.
  - b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.
  - c. The arbitrator's decisions shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.
  - d. The decision shall be binding on both the School District and the Exclusive Representative and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
5. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the School District and the Exclusive Representative, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

**Section 6. Choice of Remedy:** If, as a result of the written School District response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Article 15, Section 5, Subd. 4 or a procedure such as Veteran's Preference of Fair Employment. If appealed to any procedure other than Article 15, Section 5, Subd. 4 the grievance is not subject to the arbitration procedure as provided in Article 15, Section 5, Subd. 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Article 15, Section 5, Subd. 4 or another appeal

procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Article 15, Section 5, Subd. 4.

## **ARTICLE 17 COMPARABLE WORTH**

**Section 1. implementation:** Any and all Comparable Worth equities shall be implemented including classification change, job description update and be kept on file.

**Section 2. Appeal:** If either the employee or the immediate supervisor should determine that the classification of a job no longer accurately describes the requirements of the position the Appeals process will be initiated by using the appropriate Appeals process forms. (Appendix B)

**Section 3. Effective Date:** The effective date of pay adjustment is the date of School Board approval.

**Section 4. Appeal Process:**

**Subd. 1. Initiation:** The employee initiates the comparable worth appeal process by requesting the appeal from the District Office.

**Subd. 2. Appeal Form:** The employee and Union Representative complete the appeal form

**Subd. 3. Forward the Appeal Form:** The appeal form is forward to the employer's supervisor who signs the form and retains the copy; the supervisor's signature signifies awareness of the appeal. The supervisor returns the form to the employee.

**Subd. 4. Timeline:** The employee sends the appeal to the District Office no later than January 1 and no later than February 1 of the contract year.

**Subd. 5. Setting a Meeting:** The Business Office establishes a timely meeting with the outside consultant and the employee. The Business Office notifies the employee and supervisor of the date for the appeal.

**Subd. 6. Employee Meeting:** The employee meets with the outside consultant

**Subd. 7. Supervisor Meeting:** The supervisor meets with the outside consultant

**Subd. 8. Decision:** The outside consultant renders a decision within twenty (20) working days.

**Subd. 9. Notification:** The employee and supervisor are notified of the consultant's decision.

**Subd. 10. School board Action:** The School Board ratifies or rejects recommended changes at the next regular Board meeting.

**Subd. 11. Employee Notification:** The employee is notified of the Board's decision.

## **ARTICLE 18 MISCELLANEOUS PROVISIONS**

**Section 1. Democratic-Republican-Independent-Voter-Education (DRIVE) Contribution:** The Employer agrees that upon the receipt of a properly executed voluntary authorization card from an employee, it will deduct from the employee's salaries such amounts as each employee authorizes to pay to Teamsters Democratic-Republican-Independent Voter Education (DRIVE).

Teamsters Local No. 320 will indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer, the Le Sueur-Henderson School District #2397, its Administration or employees, because of such payroll deduction.

Teamsters Local No. 320 agrees to pay the cost for programming and administering the implementation of this payroll deduction.

**Section 2. Activity Pass:** Each employee will receive a pass which provides for one (1) free admission for that employee to each home athletic and non-athletic event each year.

**Section 3. Mileage:** Employees required to use their own automobiles in the performance of their duties shall be reimbursed at the rate established by the School Board. This rate will be established for all driving required by the School District, except for normal commuting.

**Section 4. Personnel Files:** Employees may examine their own individual personnel files at reasonable times under the direct supervision of the School District. The employee has the right to request copies of any contents of his/her file. The employee may include in the file written information in response to materials contained therein.

**Section 5. Retirement Incentive:** A member of this unit who has attained fifteen (15) years of service to the District and is between the ages of 55 to 65, may make application to the School Board for an early retirement incentive. This application must be submitted on or before February 1<sup>st</sup> of the school year proposed for retirement. The School Board must approve or deny the application within 30 days after it is received by the Board. The early retirement incentive shall be paid by the employing District at the time and in the manner mutually agreed upon by said employee of the Board.

**Subd. 1. Retirement Payout:** For those hired prior to year 2000, upon retirement, the employee should have completed 20+ years of service in the district and will be eligible for a \$3,000 payout.

## **ARTICLE 19 SAFETY**

**Section 1. Assurance of Safe Practices:** If an employee feels that his/her work duties or responsibilities require such employees to be in a situation that violates Federal and State safety standards, the matter shall be immediately considered by the School District. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth in this Agreement.

**Section 2. Accident Reports:** All employees who are injured during the course of their employment shall file an accident report with the designated supervisor, regardless of how slight the injury, on forms furnished by the School District.

**Section 3. Fitness for Performance:** In the interest of work safety to individuals, co-workers, and others, the Employer may require employees to undergo a medical evaluation that will enable the School District to determine the employee's fitness for performance of his/her duties.

**Section 4. Physical Exams:** Employees required to have a physical examination as part of their employment shall have such examination paid for by the District and be allowed time off for taking such examination. Physicians will be designated by the District.

## **ARTICLE 20 TERM OF AGREEMENT**

**Section 1. Terms and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2027, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.



**LE SUEUR-HENDERSON PUBLIC SCHOOLS**

**SCHEDULED MEETINGS/ACTIVITIES**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>TIME</b>	<b>LOCATION</b>
August 4, 2025	Policy Committee Meeting	5:30 PM	M/HS Media Center
August 4, 2025	Regular School Board Meeting	6:30 PM	M/HS Media Center
August 11, 2025	Negotiations Meeting - Internal	3:00 PM	District Office
August 18, 2025	School Board Work Session	6:30 PM	M/HS Media Center
August 20, 2025	Negotiations Meeting - LSHEA	4:00 PM	M/HS Media Center
September 2, 2025	Regular School Board Meeting	6:30 PM	M/HS Media Center
September 15, 2025	School Board Work Session	6:30 PM	M/HS Media Center
October 6, 2025	Regular School Board Meeting	6:30 PM	M/HS Media Center
October 20, 2025	School Board Work Session	6:30 PM	M/HS Media Center
November 3, 2025	Regular School Board Meeting	6:30 PM	M/HS Media Center
November 17, 2025	School Board Work Session	6:30 PM	M/HS Media Center
	<a href="https://docs.google.com/spreadsheets/d/1veOz-5YPT7Eu8-Fp">https://docs.google.com/spreadsheets/d/1veOz-5YPT7Eu8-Fp</a>		