

Regular School Board Meeting

Monday, May 15, 2023 5:45 PM

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

I. Call to Order

II. Pledge of Allegiance

III. Approval of Agenda

IV. Recognition of Communications Since Last Meeting

V. Open Dialogue

VI. Approval of Consent Agenda

VII. Reports

VIII. New Business

IX. Old Business

X. School Finance

X.A. Action to approve Girls Basketball "tailgate" fundraiser for 2023-24 school year.

X.B. Action to approve DASHIR Management Services, Inc. contract from July 1, 2023 through June 30, 2026.

XI. Policy Administration

XI.A. Action to rescind the following policies:

500.1 General Student Policies

800.1 Use of Buildings and Property

809 Vaccination, Testing, and Face Covering ETS

XI.B. Action to approve the following policies:

XI.C. 420 Students & Employees with Infectious or Communicable Diseases- Mn Commissioner of Health and Education; page #s; legal & cross references

519 Interviews of Students by Outside Agencies- updated statutes; page #s; legal & cross references

521 Student Disability Nondiscrimination- updated legal language; page #s; legal & cross references

531 The Pledge of Allegiance- page #s; legal & cross references

606 Textbooks and Instructional Materials- grammar and page #s

707 Transportation of Public School Students- updated legal information; page #s

404 Employment Background Checks- page #s; legal & cross references

407 Right to Know: Exposure to Hazardous

Materials- updated legal reference information;
page #s; blood borne pathogens

524 Internet Acceptable Use, Safety, and Data Privacy Policy- updated statute requirements related to data privacy law; deleted outdated information

524 Form- no changes recommended

XI.D. First Reading Discussion - **521**
FORM Student Disability Nondiscrimination

XII. **Personnel**

XII.A.

- A. Action to approve 2023-2024 contract for Business Manager Alice Daak.

XII.B.

- B. Action to approve lane change request for Brian Malady from step 4 BA+0 to step 4 BA+30.

XII.C.

- C. Action to approve the following resignations:
- i. **Emma McCleary** - 3rd Grade Teacher
 - ii. **Emma McCleary** - JH Volleyball Coach
 - iii. **Jacob Oie** - Head Cross Country Coach
 - iv. **Joy Schrupp** - Medical Assistant
 - v. **Mike Bjork** - JV Softball Coach

XII.D.

XII.E.

- D. Action to approve the following contracts:
- i. **Keith Christen** - JV Softball Coach
 - ii. **Christin LaMott** - B Squad Volleyball Coach

XIII. **Other Items for the Board**

XIV. **Adjourn the Regular Board Meeting**



Lester Prairie Schools

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

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

REGULAR BOARD MEETING AGENDA
DATE: MONDAY, May 15, 2023
LOCATION: School Media Center
TIME: 5:45 PM

I. Call to Order

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

II. Pledge of Allegiance

III. Approval of Agenda

Motion by _____ and seconded by _____ to approve agenda.

Voting was ____ for and ____ against

IV. Recognition of Communications Since the Last Meeting

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

V. Approval of Consent Agenda

- A. **Approve Previous Minutes**
 - o Regular Board Meeting: April 17, 2023
- B. **Approve Bills** - Bills reviewed by R.Heimerl & Engen
 - o Board Bills: \$
 - o Student Activity Bills: \$
 - o Building Project Bills: \$

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

Voting was ____ for and ____ against

VI. Administrative Reports

- A. **Principal - Mike Lee**
- B. **Activities Director - Jenna Wolff**
- C. **Superintendent - Melissa Radeke**

VII. School Board Committee Reports

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

VIII. New Business

- A. None.

IX. Old Business

- A. None.

X. School Finance

- A. Action to approve the following fundraiser for the 2023-24 school year:
 - o Girls Basketball: "tailgate" meal at a home football or volleyball game

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

Voting was _____ for and _____ against.

- B. Action to approve DASHIR Management Services, Inc. contract from July 1, 2023 through June 30, 2026.

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

Voting was _____ for and _____ against.

XI. Policy Administration

- A. Action to rescind the following policies:
 - 500.1 General Student Policies**
 - 800.1 Use of Buildings and Property**
 - 809 Vaccination, Testing, and Face Covering ETS**

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

Voting was _____ for and _____ against.

B. Action to approve the following policies:

- 420 Students & Employees with Infectious or Communicable Diseases-** Mn Commissioner of Health and Education; page #s; legal & cross references
- 519 Interviews of Students by Outside Agencies-** updated statutes; page #s; legal & cross references
- 521 Student Disability Nondiscrimination-** updated legal language; page #s; legal & cross references
- 531 The Pledge of Allegiance-** page #s; legal & cross references
- 606 Textbooks and Instructional Materials-** grammar and page #s
- 707 Transportation of Public School Students-** updated legal information; page #s
- 404 Employment Background Checks-** page #s; legal & cross references
- 407 Right to Know: Exposure to Hazardous Materials-** updated legal reference information; page #s; blood borne pathogens
- 524 Internet Acceptable Use, Safety, and Data Privacy Policy-** updated statute requirements related to data privacy law; deleted outdated information
- 524 Form-** no changes recommended

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

Voting was _____ for and _____ against.

c. First Reading Discussion - **521 FORM Student Disability Nondiscrimination**

XII. Personnel

- A. Action to approve 2023-2024 contract for Business Manager Alice Daak.

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

- B. Action to approve lane change request for Brian Malady from step 4 BA+0 to step 4 BA+30.

Motion by _____ and seconded by _____ to approve lane change request as presented.

- C. Action to approve the following resignations:

- o **Emma McCleary** - 3rd Grade Teacher
- o **Emma McCleary** - JH Volleyball Coach
- o **Jacob Oie** - Head Cross Country Coach
- o **Joy Schrupp** - Medical Assistant

- o **Mike Bjork** - JV Softball Coach

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

Voting was _____ for and _____ against.

D. Action to approve the following contracts:

- o **Keith Christen** - JV Softball Coach
- o **Christin LaMott** - B Squad Volleyball Coach

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

XIII. Other Items for the Board

XIV. Adjourn the Regular Board meeting at _____

UPCOMING DATES and NOTES:

- A. May 19th: Graduation
- B. May 26th: Last day of school for students
- C. May 31st: Last day for teachers
- D. June 26th: Regular School Board Meeting 5:45pm
- E. July 24th: Regular School Board Meeting 5:45pm
- F. August 21st: Regular School Board Meeting 5:45pm

Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
SA	39744	21923	21923	Check	1 2633		American Express		Yes	No	No	05/15/2023	210.70
SA	39743	21924	21924	Check	1 2386		Elling, Kelly		Yes	No	No	05/15/2023	60.00
SA	39742	21925	21925	Check	1 00419		JK Sports Inc		Yes	No	No	05/15/2023	85.50
SA	39745	21926	21926	Check	1 3346		Malady, Julie		Yes	No	No	05/15/2023	113.98

Bank Total: \$470.18

Report Total: \$470.18

Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
100	39703	52112	Check	1	00389		A & K REPAIR		Yes	No	No	05/15/2023	54.95
100	39730	52113	Check	1	2633		American Express		Yes	No	No	05/15/2023	4,140.89
100	39737	52114	Check	1	3226		Ampion PBC C/o Department 850		Yes	No	No	05/15/2023	13.06
100	39722	52115	Check	1	2225		Andy's Lawn & Snow LLC		Yes	No	No	05/15/2023	135.00
100	39739	52116	Check	1	3345		Bayerl Painting		Yes	No	No	05/15/2023	1,875.00
100	39702	52117	Check	1	00343		Big Don's Cathedral		Yes	No	No	05/15/2023	144.63
100	39699	52118	Check	1	00126		CenterPoint Energy		Yes	No	No	05/15/2023	436.23
100	39732	52119	Check	1	2654		Cintas		Yes	No	No	05/15/2023	234.18
100	39698	52120	Check	1	00061		CITY OF LESTER PRAIRIE		Yes	No	No	05/15/2023	988.15
100	39709	52121	Check	1	01694		CULLIGAN-METRO		Yes	No	No	05/15/2023	270.00
100	39731	52122	Check	1	2644		Daikin Applied		Yes	No	No	05/15/2023	466.00
100	39729	52123	Check	1	2624		Dalco		Yes	No	No	05/15/2023	3,187.76
100	39728	52124	Check	1	2573		Dashir Management Services Inc		Yes	No	No	05/15/2023	23,241.85
100	39706	52125	Check	1	00707		EDUCATION MINNESOTA		Yes	No	No	05/15/2023	2,829.65
100	39708	52126	Check	1	01469		Educators Benefit Consultants		Yes	No	No	05/15/2023	242.23
100	39735	52127	Check	1	3085		Emergency Medical Training Inst		Yes	No	No	05/15/2023	735.00
100	39724	52128	Check	1	2483		Greater MN Communications		Yes	No	No	05/15/2023	544.00
100	39717	52129	Check	1	1574		Hildi Inc		Yes	No	No	05/15/2023	100.00
100	39701	52130	Check	1	00311		ISD #2859 GSL		Yes	No	No	05/15/2023	4,119.12
100	39720	52131	Check	1	1917		Johnson Controls, Inc.		Yes	No	No	05/15/2023	811.91
100	39725	52132	Check	1	2484		Jostens		Yes	No	No	05/15/2023	125.15
100	39716	52133	Check	1	1479		Kemps		Yes	No	No	05/15/2023	2,303.78
100	39714	52134	Check	1	1124		Lester Prairie Student Activit		Yes	No	No	05/15/2023	9.00
100	39721	52135	Check	1	1992		Madsen Electric		Yes	No	No	05/15/2023	207.50
100	39736	52136	Check	1	3223		MEI		Yes	No	No	05/15/2023	174.50
100	39726	52137	Check	1	2499		MF Athletics		Yes	No	No	05/15/2023	270.00
100	39734	52138	Check	1	2870		Natus		Yes	No	No	05/15/2023	130.00
100	39727	52139	Check	1	2517		Old Log Theatre		Yes	No	No	05/15/2023	170.00
100	39713	52140	Check	1	03390		PAN-O-GOLD BAKING CO		Yes	No	No	05/15/2023	548.69
100	39710	52141	Check	1	01974		Performance Foodservice		Yes	No	No	05/15/2023	2,331.15
100	39738	52142	Check	1	3315		Pink's Hardware Store		Yes	No	No	05/15/2023	33.96
100	39705	52143	Check	1	00533		RAM Building Inc		Yes	No	No	05/15/2023	601.25
100	39697	52144	Check	1	00025		Reserve Account		Yes	No	No	05/15/2023	750.00
100	39715	52145	Check	1	1460		Rochester Telecom Systems Inc		Yes	No	No	05/15/2023	53.16
100	39718	52146	Check	1	1597		Rockler Woodworking & Hardware		Yes	No	No	05/15/2023	289.00
100	39740	52147	Check	1	3347		Schoenfeld, Melanie		Yes	No	No	05/15/2023	65.00
100	39719	52148	Check	1	1744		Shred Right		Yes	No	No	05/15/2023	40.00
100	39700	52149	Check	1	00272		SW/WC SERVICE COOPERATIVES		Yes	No	No	05/15/2023	1,538.01
100	39723	52150	Check	1	2239		Sysco Western Minnesota		Yes	No	No	05/15/2023	12,242.77

Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
100	39741	52151	Check	1	3348	The Paint Factory		Yes	No	No	05/15/2023	300.00	
100	39711	52152	Check	1	03200	TWO-WAY COMMUNICATIONS Inc.		Yes	No	No	05/15/2023	100.00	
100	39712	52153	Check	1	03302	Universal Athletic Service		Yes	No	No	05/15/2023	273.50	
100	39707	52154	Check	1	01150	Verified Credentials		Yes	No	No	05/15/2023	311.25	
100	39704	52155	Check	1	00524	Waste Management-TC West		Yes	No	No	05/15/2023	426.89	
100	39733	52156	Check	1	2786	Xcel Energy Solutions		Yes	No	No	05/15/2023	6,105.50	
Bank Total:												\$73,949.67	
Report Total:												\$73,949.67	

Dashir Management Services, Inc.

E8723A County Road H ~ Wisconsin Dells, WI 53965

Phone (608) 253-2000 Fax (608) 253-2000

www.dashirmanagement.com

Lester Prairie School District

May 2023

Custodial / Maintenance Report

Personnel Information

We are currently fully staffed.

Inspections

Custodial audits were conducted, and results were shared with each individual custodian.

Training Conducted

The OSHA required safety training on Ladder Safety was conducted on May 4, 2023.

Progress on Projects

- Attended Xcel Energy Webinar on April 27, for the 2023 Electrical Saving Program.
- Darktronics Video Display installation scheduled for May 5.
- Water meter for the practice field will be installed this month.
- Summer cleaning schedule is completed and sent to staff.
- Repainting the yellow and white curb lines on both sides of the school when weather permits.
- Will be starting on spring maintenance for rooftop units within the next couple weeks.
- Started working on after-winter cleaning of outside windows and garbage around the building and playground area.

Comments

Baseball and softball season is going well. Prom also went well. We are starting to prepare for graduation and the end of the school year.

Respectfully Submitted,

Lisa Hins

Facility Manager



Melissa Radeke <radeke@lp.k12.mn.us>

Girls' Basketball Fundraiser

1 message

Blaine Walstrom <walstrom@lp.k12.mn.us>
To: Melissa Radeke <radeke@lp.k12.mn.us>

Sun, Apr 23, 2023 at 2:30 PM

The girls' basketball team would like to do a "tailgate" meal at the first home football game.

If that doesn't work then possible at a volleyball game.

--
Blaine Walstrom
High School Science
Head Girls' Basketball
Lester Prairie Schools

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Dashir Management Services, Inc.

E8723A County Road H – Wisconsin Dells WI 53965

Management Agreement

April 13, 2023

Dashir Management Services, Inc. proposes to provide the facility management program for the Lester Prairie Schools for the purpose of providing a clean, well maintained, and safe environment for the staff, visitors, and students in all district facilities.

The terms proposed are as follows:

1. The program will require 4.625 full-time equivalent positions (FTE's) or 185 (paid) weekly hours.
 - o 1 - Facility Manager
 - o 1 – Day Shift Cleaner
 - o 2.625 – Second Shift Cleaners
2. The District and Dashir may review and discuss adjustments to staffing levels annually based on the changing needs of the District. This contract price would be adjusted accordingly based on the hourly wage of any employee affected.
3. The District will provide all cleaning supplies, custodial equipment and maintenance tools.
4. The District will provide a vehicle for the use of the facility manager and maintenance staff or pay mileage for personal vehicle use for district assigned work. District vehicle are to be kept in the district assigned parking areas.
5. The District will provide the office and computer as required for the facility manager to perform their job.
6. The District will provide a cell phone or pay a monthly allowance for the facility manager.
7. Dashir, with input from the District Administration, will be responsible for the assignment of schedules and supervision of all employees in the maintenance and custodial department.
8. Dashir will provide access to its purchasing agreements and assist the District to assure the greatest savings possible on any other purchases.
9. Dashir will monitor the success of the program through inspections conducted by the on-site facility manager.
10. Dashir and District Administration will meet regularly to review progress and resolve any problems that may occur.
11. Dashir will provide the District with a current certificate of workers compensation insurance from an insurance provider licensed in the State.
12. Dashir will comply with all labor laws of the State and Federal standards that may apply.

13. Dashir employees will comply with all policies of the District.
14. Dashir agrees to provide any information related to actual labor cost, as may be requested by the District Administration.
15. The District agrees to provide budget information, including monthly year-to-date reports as they relate to the Custodial and Maintenance Department.
16. This agreement will remain in force for 3 years beginning July 1, 2023, through June 30, 2026. The agreement will be automatically renewed unless either party requests a change 90 days prior to the contract date in writing. The agreement may be terminated by either party, with a 90-day written notice for failure to perform.
17. Dashir will meet with the district annually to review performance. This agreement can be terminated by either party with a ninety-day written notice following this annual review for failure to perform, or if either party decides it is no longer in their best interest to continue the agreement.
18. The contract amount will be adjusted only when a change in service responsibility occurs or in the event of an increase in the wage and benefit package offered to the District's non-licensed support staff. The adjustment shall be effective with the commencement of the change in service responsibilities or the effective date of the increase in wage and benefit package.
19. The annual contract amounts will increase in a percentage equal to the increase offered to the districts non licensed support staff as indicated above in item 18.
20. This contract could be opened for renegotiation if local, state or federal minimum wage laws are changed.
21. The District agrees not to offer employment in the same position to any Dashir supervisory employees during the term of this agreement and for one year following termination of this agreement, either directly, or indirectly, without the expressed written permission of Dashir Management Services, Inc...
22. Dashir Management Services, Inc. hereby agrees to indemnify and hold the district harmless from all claims relating to its work performed pursuant to this Agreement. The district agrees to indemnify and hold harmless Dashir Management Services, Inc. from all claims relating to the acts or omissions of District employees, agents or representatives, and from claims relating to defects or fault relating to property owned by the district.

If you agree with the contract as indicated above, please sign below.

X

X

LP Superintendent

Date

Dashir President

Date

Addendum "A" 4.625 FTE

Dashir Management Services, Inc. will provide the program and all employees as indicated on page one of the agreement.

Dashir will begin invoicing as positions are filled, with the cleaner (s) expected to be hired in April, and the facility manager's position expected to be filled on July 1, 2023.

The cost for this option:

FY- 2023 – 2024

\$281,691.24 annually or **\$23,474.27** monthly

1. The cost of this service will be adjusted by a percentage equal to any adjustment awarded to District employees as indicated previously on line 18 of this agreement.
2. Any extra hours worked over and above the contracted amount would be with authorization of School District Administration and would be charged to the district at a rate of the actual paid wages plus 30%.

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

It is the policy of the school board that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

It is the policy of the school board that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties) and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.
2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

~~School District Administration The school (SPED Director, Principal, Superintendent?),~~ along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic re-evaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the **Minnesota** Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the **Minnesota** Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minnesota Statutes section 121A.23 that includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and

9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources including public health funds and foundations, department professional development funds, federal block grants or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings containment in keeping with current state and federal law.

Legal References: Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases)
 Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
 Minn. Stat. § 142 (Testing in School Clinics)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
 29 C.F.R. 1910.1030 (Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892 (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273 (1987)
 16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
 MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

II. GENERAL STATEMENT OF POLICY

- A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.
- B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. The principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

- A. In the case of an investigation pursuant to the **Reporting of Maltreatment of Minors Act, Minnesota Statutes Chapter 260E, Minn. Stat. § 626.556, Subd. 10**, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours. School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. The interview may take place outside the presence of the perpetrator or parent, legal custodian, guardian, or school district official.
- B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to **Minnesota Statutes Chapter 260E Minn. Stat. § 626.556, Subd. 10(e)** may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.

- C. When the local welfare agency, local law enforcement agency, or agency responsible for assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school district property. Where the interviews are conducted by the local welfare agency, the notification must be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district officials may not disclose to the parent, legal custodian or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.

- D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.

- E. Students shall not be taken from school district property without the consent of the principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect ~~disabled~~ students with disabilities 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, need special services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. ~~Disabled~~ Students with disabilities who meet the criteria of Paragraph C below are protected from discrimination on the basis of a disability.
- B. It is the responsibility of the school district to identify and evaluate learners who, within the intent of Section 504 ~~of the Rehabilitation Act of 1973~~, need ~~special~~ 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:
 - 1. has a physical or mental impairment that substantially limits one or more ~~of such person's~~ major life activities, ~~including learning~~; or
 - 2. has a record of such ~~an~~ impairment; or
 - 3. 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.

III. COORDINATOR

Persons who have questions, comments, or complaints should contact Christine Mattson regarding grievances or hearing requests regarding disability issues. This person is the school district's ADA/504 Coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Section 504 Coordinator

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

Title IX Coordinator

Jenna Wolff
131 Hickory Street North
320-395-2521
Wolff@lp.k12.mn.us

IV. — Grievance Procedures

~~— A. — A grievance procedure for complaints of discrimination is available on the school website and at the district office in the policy book. Please refer to the grievance procedure listed as policy 103.~~

Legal References:

42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: September 19, 2005
Revised: June 2018
Reviewed: May 2023

ISD 424 Policy 531

531 THE PLEDGE OF ALLEGIANCE

I. PURPOSE

The school board recognizes the need to display an appropriate United States flag and to provide instruction to students in the proper etiquette, display, and respect of the flag. The purpose of this policy is to provide for recitation of the pledge of allegiance and instruction in school to help further that end.

II. GENERAL STATEMENT OF POLICY

Students in this school district shall recite the pledge of allegiance to the flag of the United States of America one or more times each week. The recitation shall be conducted:

- A. By each individual classroom teacher or the teacher's surrogate; or
- B. Over a school intercom system by a person designated by the school principal or other person having administrative control over the school.

III. EXCEPTIONS

Anyone who does not wish to participate in reciting the pledge of allegiance for any personal reasons may elect not to do so. Students and school personnel must respect another person's right to make that choice.

IV. INSTRUCTION

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises.

Legal References: Minn. Stat. § 121A.11, Subd. 3 and Subd. 4 (United States Flag)

Cross References: None

606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

III. RESPONSIBILITY OF SELECTION

- A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials ~~that~~ ~~which~~:
1. support the goals and objectives of the education programs;
 2. consider the needs, age, and maturity of students;
 3. foster respect and appreciation for cultural diversity and varied opinion;
 4. fit within the constraints of the school district budget;
 5. are in the English language. Another language may be used, pursuant to Minnesota Statutes section 124D.61;
 6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and

7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

- A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

- A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.
- B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.
- C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Curriculum)
Minn. Stat. § 120B.235 (American Heritage Education)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (Limited English Proficiency)
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)

Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)

Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

part or all of the day, if requested by the student's parent or guardian, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. (~~Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)~~)

- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. (~~42 U.S.C. § 11434a~~)
- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minnesota Statutes section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964. (~~42 U.S.C. § 2000d, et seq.; Minn. Stat. § 123B.41, Subd. 9~~)
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. (~~Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 125A.51; Minn. Stat. § 127A.47, Subd. 3~~)
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located. (~~Minn. Stat. § 123B.41, Subd. 4~~)
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. (~~42 U.S.C. § 11432(g)(3)(G)~~)
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minn. Stat. § 120A.22 by attendance at a nonpublic school. (~~Minn. Stat. § 126C.01, Subd. 8~~)

- I. “Student” means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (~~Minn. Stat. § 123B.41, Subd. 11~~)

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student’s parent or guardian. (~~Minn. Stat. § 123B.88, Subd. 1~~)
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

The Lester Prairie School District #424 will provide transportation for all PreK-grade 4 students living within one mile of the school building at bus stops determined at the beginning of the year. School District #424 will provide transportation to all resident students who reside two miles or more from the school building.

- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district’s expenditures for transportation. (~~Minn. Stat. § 123B.88, Subd. 10, 11, 12, and 13~~)

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students. (~~Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3~~)
- B. If the school district decides to transport a nonresident student within the student’s resident district, the school district will notify the student’s resident district of its decision, in writing, prior to providing transportation. (~~Minn. Stat. § 123B.88, Subd. 6~~)

- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. (~~Minn. Stat. § 127A.47, Subd. 3(b)~~)
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. (~~Minn. Stat. § 123B.92, Subd. 3(b)~~)

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (~~Minn. Stat. § 124D.03, Subd. 8~~)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. (~~Minn. Stat. § 123B.88, Subds. 1 and 4~~)
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. (~~Minn. Stat. § 124D.041~~)

VII. SPECIAL EDUCATION/DISABLED STUDENTS/STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minnesota Statutes section 123B.92, subdivision 1(b)(4), for a resident child with a disability not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs. ~~(Minn. Stat. § 123B.88, Subd. 1)~~
- B. Resident students with a disability whose ~~disabling~~ ~~handicapped~~ conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the ~~handicapping~~ ~~disabling~~ condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. ~~(Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600)~~
- C. Resident disabled students who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. ~~(Minn. Stat. § 125A.65)~~
- D. If a resident disabled student attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. ~~(Minn. Stat. § 125A.12)~~
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during

regular operating hours of the school district. (~~Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d)~~)

- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (~~Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e)~~)
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (~~Minn. Rules Part 7470.1700~~)
- H. Any parent of a disabled student who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minnesota Statutes Chapter 125A. (~~Minn. Rules Part 7470.1600, Subd. 2~~)

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. (~~42 U.S.C. § 11432(e)(3)(C)(i)(III)(ee) and (g)(4)(A)~~)
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
 - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter on the same basis as transportation services are provided to other students in the school district. (~~42 U.S.C. § 11432(g)(1)(J)(iii)(I)~~)
 - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district unless the school district and the school district in

which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (~~Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II)~~)

3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located. (~~Minn. Stat. § 125A.51(f)~~)
4. A homeless nonresident student enrolled under Minnesota Statutes section 124D.08, subdivision 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. (~~Minn. Stat. § 123B.92, Subd. 3(e)~~.)

IX. AVAILABILITY OF SERVICES

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

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means. (~~Minn. Stat. § 123B.88, Subd. 1~~)

XI. RESTRICTIONS

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

XII. FEES

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

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (Options for Enrolling in Adjoining States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.02 (Children with a Disability Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)

Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Stat. § 190.05 (Definitions)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
20 U.S.C. § 1415 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 2000d (Prohibition against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
42 U.S.C. § 11431 *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
42 U.S.C. § 12132 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

404 EMPLOYMENT BACKGROUND CHECKS

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

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on 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 any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who receive an offer of employment and 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 any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services

pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in [Minnesota Statutes section Minn. Stat. § 13.87](#). The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

[Note: If the school district elects to receive payment, it may, at its discretion, accept payment in the form of a negotiable instrument other than a money order or check and then pay the superintendent of the BCA directly to conduct the background check.]

- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the state board of teaching or the [Minnesota](#) Commissioner of Education within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 3. the individual executes a written consent form giving the school district access to the results of the check; and
 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.

- E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.
- F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
- G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (~~Rights of Subjects of Data Inaccurate or Incomplete Data~~)

Minn. Stat. § 13.87, Subd. 1 (Criminal **Justice History** Data)

Minn. Stat. § 123B.03 (Background Check)

Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, **Elder, and Individuals with Disabilities** Protection Background Check Act)

Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: **None**

407 EMPLOYEE RIGHT TO KNOW – EXPOSURE TO HAZARDOUS SUBSTANCES

I. PURPOSE

The purpose of this policy is to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm. (Minn. Stat. § 182.653, Subd. 2)

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to provide information and training to employees who may be routinely exposed to a hazardous substance, harmful physical agent, ~~or~~ infectious agent, *or blood borne pathogen.*

III. DEFINITIONS

- A. “Commissioner” means the *Minnesota* Commissioner of Labor and Industry.
- B. “Routinely exposed” means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.
- C. “Hazardous substance” means a chemical or substance, or mixture of chemicals and substances, which:
 - 1. is regulated by the Federal Occupational Safety and Health Administration under the Code of Federal Regulations, ~~title 29, part 1910, subpart Z;~~ or
 - 2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or
 - 3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a significant risk to worker health and safety or imminent danger of death or serious physical harm to an employee as a result of foreseeable use, handling, accidental spill, exposure, or contamination.

- D. “Harmful physical agent” means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to worker health or safety or imminent danger of death or serious physical harm to an employee. This definition includes but is not limited to radiation, whether ionizing or nonionizing.
- E. “Infectious agent” means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the commissioner by rule, with approval of the commissioner of health, which according to documented medical or scientific evidence causes substantial acute or chronic illness or permanent disability as a foreseeable and direct result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.
- F. “Blood borne pathogens” means a pathogenic microorganisms that is are present in human blood and can cause disease in humans. ~~These pathogens~~ This definition includes, but is are not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

IV. TARGET JOB CATEGORIES

~~Training~~ Annual training will be provided to all full and part-time employees who are routinely exposed to a hazardous substance, harmful physical agent, ~~or~~ infectious ~~substance agent, or blood borne pathogen~~ as set forth above.

V. TRAINING SCHEDULE

Training will be provided to employees before beginning a job assignment as follows:

- A. Any newly-hired employee assigned to a work area where he or she is determined to be “routinely exposed” under the guidelines above.
- B. Any employee reassigned to a work area where he or she is determined to be “routinely exposed” under the above guidelines.

Legal References: *Minn. Stat. Ch. 182 (Occupational Safety and Health) Minn. Rules Ch. 5205 (Occupational Safety and Health Standards)*
Minn. Rules Ch. 5206 (Hazardous Substances; Employee Right to Know Standards)
29 C.F.R. § 1910.1050, App. B (Substance Technical Guidelines)

Cross References: *MSBA/MASA Model Policy 420 (Students and Employees with Sexually*

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ISD 424 Policy 524

524 INTERNET ACCEPTABLE USE, SAFETY, AND DATA PRIVACY POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

V. GUIDELINES IN USE OF ELECTRONIC TECHNOLOGIES

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

V. UNACCEPTABLE USES OF ELECTRONIC TECHNOLOGIES & DISTRICT NETWORK

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

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

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

designated as directory information in accordance with Policy 515; or

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

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

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

cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

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

VI. USER NOTIFICATION

Users will be notified of the school district policies relating to Internet use. This notification shall include the following:

- A. Notification that Internet use is subject to compliance with district policies.
- B. Disclaimers limiting the district's liability relative to:
 - 1. Information stored on district disks, hard drives, or servers.
 - 2. Information retrieved through district computers, networks or online resources.
 - 3. Personal property used to access district computers, networks or online resources.

4. Unauthorized financial obligations resulting from use of district resources or accounts to access the Internet.
- C. A description of the privacy rights and limitations of district sponsored or managed Internet accounts.
 - D. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy and Protection and Privacy of Student Records Policy.
 - E. Notification that should the user violate the district's acceptable use policy, the user's access privileges may be revoked, academic sanctions may result, school disciplinary action may be taken, and/or appropriate legal action may be taken.
 - F. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.
 - G. Family Notification
 1. Notification that, even though the district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 2. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student or the student's parents.

VII INTERNET USE AGREEMENT

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

VIII. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays

or changes in or interruptions of service or misedeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

IX. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 - 1. A copy of the user notification form provided to the student user.
 - 2. A description of parent/guardian responsibilities.
 - 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 - 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 - 5. A statement that the school district's acceptable use policy is available for parental review.

~~VIII. GUEST ACCESS AND INTERNET USE~~

- ~~A. — Guest access to the district's open wireless network is provided as a service to the Community, and is subject to all district policies and guidelines, plus any state And federal laws related to Internet use, including copyright laws.~~
- ~~B. — Guest access provided limited bandwidth, filtered for the following services:
 - 1. — Web access (http and https)
 - 2. — Email services (pop, imap)
 - 3. — Virtual private network services (VPN)~~
- ~~C. — Limited technical support is provided for guest access and is identified in the~~

~~—Service level agreement found on the district technology website.~~

IX. EMPLOYEES

A. Use of Email

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

1. The email system will not be used for outside business ventures or other activities that conflict with board policy.
2. All ~~district~~ emails ~~received by, sent through, or generated by computers using the district network~~ are subject to review by the district.
3. Appropriate language must be used when communicating using the district email system or network.
4. All emails are assumed to be documents that can be disclosed to the public unless the content of the email is protected as private or confidential information under data privacy laws. All information contained in an email must be treated in accordance with Policy 406, Public and Private personnel Date, and Policy 515, Protection and Privacy of Student Records, regarding student and employee date privacy.
5. All emails to a student's parents or guardians about a student must adhere to the following precautions:
 - a. ~~—Do not use email to communicate about confidential student information unless the parent or guardian has requested the communication.~~
 - b. Do not put information in an email that you would not put on district letterhead.
 - c. Emails containing student information should be sent to the parent or guardian's personal email address unless requested otherwise.
 - d. A phone call is the means for sharing confidential student information. Do not leave voice mail messages containing confidential information.
6. Employees will not provide access to their email accounts to non-employees.
7. All emails should include the employee's name and telephone number at the bottom of the email.
8. It is recommended that electronic mail contain a confidentiality notice, similar to the following:

If the information in this email relates to an individual or student, it may be private data under state or federal privacy laws. This individual private data should not be reviewed, distributed or copied by any person other than the intended recipients(s), unless otherwise permitted under law. If you are not the intended recipient, any further review, dissemination, distribution, or copying of this electronic communication or any attachment is strictly prohibited. If you have received an electronic communication in error, you should immediately return it to the sender

- and delete it from your system.
9. Employees will report inappropriate emails to administration.
 10. Emails having content governed by the district's record retention schedule must be kept in accordance with the retention schedule.

B. Use of Electronic Technologies

1. Electronic technologies are provided primarily for work-related, educational purposes.
2. Inappropriate use of electronic technologies includes, but not limited to:
 - a. Posting, viewing, downloading or otherwise receiving or transmitting offensive, defamatory, pornographic or sexually explicit materials;
 - b. Posting, viewing, downloading or otherwise receiving or transmitting materials that use language or images that advocate violence or discrimination toward other persons;
 - c. Posting, Viewing, downloading or otherwise receiving or transmitting material that may constitute harassment or discrimination contrary to district policy and state and federal law;
 - d. Engaging in computer hacking or other related activities;
 - e. Attempting to, actually disabling or compromising the security of information contained on the district network or any computer; and
 - f. Engaging in any illegal act in violation of any local, state or federal laws.
3. Employees may participate in public internet discussions groups using the electronic technologies, but only to the extent that the participation:
 - a. Is work-related;
 - b. Does not reflect adversely on the district;
 - c. Is consistent with district policy; and
 - d. Does not express any position that is, or may be interpreted as, inconsistent with the district's mission, goal or strategic plan.
4. Employees may not use the district network or electronic technologies to post unauthorized or inappropriate personal information about another individual on social networks.
5. Employees will observe all copyright laws. Information posted, viewed or downloaded from the internet may be protected by copyright.
- ~~6. All files downloaded from the internet must be check for possible computer viruses. The district authorized virus checking software installed on each district computer will ordinarily perform this check automatically; however, employees should contact the district's director of media and technology services before downloading any materials for which the employee has questions.~~

C. Employee Responsibilities

1. Employees who are transferring positions or leaving positions must leave all work-related files and electronic technologies, including form letters,

handbooks, databases, procedures, and manuals, regardless of authorship, for their replacements.

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

X. DISTRICT WEB PRESENCE

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

A. District Website

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

B. ~~School Website~~

- ~~1. Each school will establish and maintain a website. The website will include information regarding the school, its employees, and activities.~~
- ~~2. The principal will appoint staff, who will be responsible for maintaining the school's website.~~
- ~~3. All website content will support and promote the district's mission, goals and strategic direction.~~
- ~~4. Each school's website will provide parents with a web portal to classroom related calendars, grades, attendance, assignments and resources.~~

~~C. Classroom and Teacher Web Content~~

- ~~1. The district encourages all teachers to establish a web page that supports their classroom instruction.~~
- ~~2. If a teacher establishes a web page, he or she is responsible for maintaining the web page.~~
- ~~3. All classroom and teacher web pages must be linked to a school website.~~

~~D. Student Web Content~~

- ~~1. Students may create web pages as part of classroom activities with teacher supervision.~~
- ~~2. Student web pages must follow the Online Code of Ethics, Appendix II and include the following notice: "This is a student produced web page. Opinions expressed on this page are not attributed to the district."~~
- ~~3. The classroom teacher will monitor all student produced web content and remove inappropriate material.~~
- ~~4. A classroom teacher or advisor will review student produced web pages to determine if the contents should be removed at the conclusion of the course grading period, or activity.~~

~~E. Department and Noninstructional Web Content~~

- ~~1. Departments and non-instructional programs may also create web content, including web pages to support their departments or programs.~~
- ~~2. The establishment of web pages must be approved by the program administrator.~~
- ~~3. Once established, the individual departments or programs must appoint an employee(s) who will maintain the web page.~~

~~F. District Activity Web Content~~

- ~~1. With the approval of administration, a school board approved district activity may establish a web page.~~
- ~~2. All web page content will support the activity and the district's mission, goal and strategic direction.~~
- ~~3. The building principal and his/her designee will oversee the content of these web pages.~~
- ~~4. School board approved district activities' web pages must include the following notice: "This is an organization produced web page. Opinions expressed on this page are not attributed to the district."~~

XI. RECORDS MANAGEMENT AND ARCHIVING

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

XII. FILTER

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

- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

- C. An administrator, supervisor or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

- D. The school district will educate students about appropriate online behavior, ~~including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.~~

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

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

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including but not limited to loss, damage, or unavailability of data stored on ~~school diskettes,~~ tapes, hard drives, or servers, or for delays of changes in or interruptions of service or mis-deliveries or non-deliveries of information or materials,

regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district's educational technologies or the Internet.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
 - 1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
 - 2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:
 - 1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 - 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
 - 3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.
- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
 - 1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

- A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:
1. any location-tracking feature of a school-issued device;
 2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
 3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.
- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
 2. the activity is permitted under a judicial warrant;
 3. the school district is notified or becomes aware that the device is missing or stolen;
 4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
 5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

- D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

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

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

XVI. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district educational technologies policy and procedures are available for review by all parents, guardians, staff and members of the community.
- D. Due to the rapid changes in educational technologies, ***the school board shall conduct an annual review of this policy.***

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)

Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ____ , 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011),
aff’d on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Adopted: August 19, 2013
Revised: June 19, 2017; July 17, 2019
Reviewed: Sept. 2020; **May 2023**

ISD 424 Policy 524-B

INTERNET USE AGREEMENT - STUDENT

STUDENT

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

User's Full Name (please print): _____

User Signature: _____

Date: _____

PARENT OR GUARDIAN

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

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

Parent or Guardian's Signature: _____

SUPERVISING TEACHER

(Must be signed if applicant is a student)

I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to promote these policies with the student. Because the student may use the Internet on the school district computer system for individual work or in the context of another class, I cannot be held responsible for the student's use of the Internet on network. As the supervising teacher I do agree to instruct the student on acceptable use of the Internet and network and proper network etiquette.

Teacher's Name (please print): _____

Teacher's Signature: _____

INTERNET USE AGREEMENT - EMPLOYEE

SCHOOL DISTRICT EMPLOYEE

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

User's Full Name (please print): _____

User Signature: _____

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 424

STUDENT DISABILITY DISCRIMINATION GRIEVANCE REPORT FORM

General Statement of Policy Prohibiting Disability Discrimination

Independent School District No. 424 maintains a firm policy prohibiting all forms of discrimination on the basis of a disability. All persons are to be treated with respect and dignity. Discrimination on the basis of a disability will not be tolerated under any circumstances.

Complainant: _____

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

I have been discriminated against based on (choose one or more):

[my disability] / [a record of my disability] / [being regarded as having a disability]

because _____

Date of alleged incident(s): _____

Name of person you believe discriminated against you or another person: _____

If the alleged discrimination was toward another person, identify that person: _____

Describe the incident(s) as clearly as possible, including such things as: any verbal statements; what, if any, physical contact was involved; etc. (attach additional pages if necessary): _____

Location of the incident(s): _____

List any witnesses that were present: _____

This complaint is filed based on my honest belief that _____ has discriminated against me or another person based on a disability. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

(Complainant Signature)

(Date)

Received by: _____

(Date)

Lester Prairie Public Schools ISD #424
131 Hickory Street North
Lester Prairie, MN 55354

BUSINESS MANAGER CONTRACT
2023-2024

The School Board of Independent School District No. 424, Lester Prairie, Minnesota, enters into this contract with **Alice Daak**, who agrees to perform the duties of Business Manager of the School District.

The School District and the Business Manager agree as follows:

I. Duration, Expiration, Termination and Mutual Consent:

A. Duration.

This contract is for a term commencing July 1, 2023 and ending June 30, 2024. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Business Manager, or unless terminated as provided herein.

B. Subsequent Contract.

1. Notice by Business Manager. The Business Manager shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less than 120 calendar days prior to the expiration date of this contract.
2. Upon receipt of such notice the Superintendent shall confer with the School Board and no later than 60 days prior to the expiration of this contract shall notify the Business Manager as to whether or not the School District intends to renew said contract.
3. If the Business Manager is notified that the School District does not intend to renew this contract, the contract shall end at the conclusion of its term as provided in Paragraph 1 hereof.
4. If the Superintendent notifies the Business Manager that the School District intends to renew the contract, the parties shall promptly meet and confer regarding the terms of a subsequent contract.

C. Expiration.

This contract shall expire at the end of the term specified in Section 1 hereof. At the conclusion of its term neither party shall have any further claim against the other and the School District's employment of the Business Manager shall cease, unless a subsequent contract is entered into by the parties. In the event the parties fail to follow the timelines as provided herein, the Business Manager's employment shall continue on a month-to-month basis until the School District either enters into a subsequent contract with the Business Manager or until the School District

provides 60 calendar days of written notice of the termination of the Business Manager's employment.

D. Termination During the Term.

The Business Manager's employment may be terminated during the term of this contract only for cause as defined in M.S. 122A.40, Subds. 9 or 13.

Except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Business Manager during the contract, term for cause as described in M.S. 122A.40, Subds. 9 or 13, it shall notify the Business Manager in writing of the proposed grounds for termination. The Business Manager shall be entitled to a hearing before an arbitrator provided the Business Manager makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Business Manager may be suspended with pay pending final determination by the arbitrator. If the Business Manager fails to request a hearing as provided herein within such fifteen (15) day calendar period, it shall be deemed acquiescence by the Business Manager to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Business Manager shall have no further claim or recourse.

E. Mutual Consent: This contract may be terminated at any time by the parties by mutual consent.

II. Duties:

The Business Manager shall serve as the Chief Business and Financial Officer of the School District and shall serve under the direction of the Superintendent. The Business Manager shall perform all duties incident to the position of Business Manager and such other duties as may be prescribed by the Superintendent and School Board from time to time. The Business Manager shall abide by the policies, regulations, rules and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District. The Business Manager shall attend School Board and other meetings as directed by the Superintendent and shall provide recommendations to the Superintendent regarding the financial and business affairs of the School District.

III. Duty Year and Leaves:

A. Basic Work Year.

The Business Manager's duty year shall consist of a one hundred fifty-six (156) day contract year as provided herein and the Business Manager shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Business Manager shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy. The Business Manager will be allowed the option to telework as needed due to individual circumstances.

B. Vacation.

The Business Manager shall earn 20 working days of annual paid vacation each contract year. The Business Manager shall be entitled to payment for up to five (5) unused vacation days per year or (5) days of unused vacation may be carried over after the end of the contract year in which it is earned. Upon termination of employment, the Business Manager shall be entitled to payment for any unused days accrued and earned pursuant to the provisions of this paragraph.

C. Holidays.

The Business Manager shall be entitled to 10 paid holidays each contract year as designated by the School Board. The holidays are as follows: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Day, President's Day, Memorial Day, Good Friday. The Business Manager is also not required to work on the following days when students and staff are not required to attend: Martin Luther King Jr's Birthday, and the Monday after Easter with no reduction in pay.

D. Sick Leave.

The Business Manager shall earn paid sick leave at the rate of 1.25 day(s) for each working month, which may be accumulated to a maximum of 120 days. "Wellness Pay" will be given at end of year.

- 0-3 used days paid out at \$50/day.
- 4-11 used days paid out at \$25/day.
- 12-15 used days, no pay out.

E. Personal Leave.

The Business Manager shall have 3 personal days to be used during the course of the year.

F. Emergency Leave.

The Business Manager may be granted paid emergency leave during the contract year at the discretion of the Superintendent.

G. Bereavement Leave.

The Business Manager shall be granted bereavement leave for a death within the Business Manager's immediate or close family. The time utilized shall be in a reasonable amount and shall be determined after conferring with the Superintendent. Days utilized will not be deducted from sick leave.

H. Jury Duty Leave.

If the Business Manager is absent because of jury service, the Business Manager will receive regular salary from the School District during this period of service, provided that the pay received for this jury service, less any reimbursement for mileage and expenses, will be received to the School District.

IV. Insurance.

A. Health and Hospitalization and Dental.

The School District shall contribute for the Business Manager 100% of the premium for single health and hospitalization and 100% single dental insurance coverage for the Business Manager under the School District's group plans. The School District will contribute the maximum allowed single HSA contribution in an HSA, including the allowable catch-up contribution.

B. Life Insurance.

The School District shall provide a group term life insurance plan providing \$40,000 in 2023-2024 of coverage for the Business Manager, payable to the Business Manager's named beneficiary, at the expense of the School District.

C. Long Term Disability Insurance.

The School District shall provide, at the School District expense, long term disability coverage for the Business Manager in the School District's group plan.

D. Liability Insurance.

The School District shall provide, at School District expense, liability insurance naming the Business Manager as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

E. Claims Against the School District.

The eligibility of the Business Manager, or the Business Manager's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

V. Other Benefits:

A. Tax Sheltered Annuities.

The Business Manager will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District shall contribute \$2500 to the Business Manager's annuity plan.

B. Conferences and Meetings.

The School District shall pay all legally valid expenses and fees for the Business Manager's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Business Manager shall periodically report to the Superintendent relative to meetings and conferences attended. The Business Manager shall file itemized expense statements to be processed and approved as provided by law.

VI. Salary:

The Business Manager shall be paid an annual contract salary of \$50,000 for 2023-2024. The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in equal installments during the contract year.

VII. Other Provisions.

A. Outside Activities.

While the Business Manager shall devote full time and due diligence to the affairs and the activities of the School District, the Business Manager may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Business Manager's ability to perform the duties of the Business Manager's position as determined by the Superintendent. The Business Manager shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.

B. Indemnification and Provision of Counsel.

In the event that an action is brought or a claim is made against the Business Manager arising out of or in connection with the Business Manager's employment, and the Business Manager is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.


C. Dues.

The Business Manager is encouraged to belong to and participate in appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for organizations as are required, directed, or permitted, by the Superintendent and/or School Board. The Business Manager shall present appropriate statements for approval as provided by law.

VIII. Severability:

If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

This contract shall be effective only upon signatures of the Business Manager and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF, I have
subscribed my signature this 21st
day of April, 2023.


Business Manager

IN WITNESS WHEREOF, I have
subscribed my signature this _____
day of _____, 2023.

Chair

Emma McCleary
609 County Rd 10 SE,
Watertown, MN 55388

May 1st, 2023

Mike Lee
131 Hickory St N,
Lester Prairie, MN 55354

Dear Mr. Lee,

Please accept this letter as my formal resignation as 3rd grade teacher at Lester Prairie Public Schools at the end of the 2022-2023 school year.

Thank you for giving me the opportunity to work in this position the last two years. I have enjoyed working at Lester Prairies Schools and appreciate all it has taught me. I will miss the wonderful staff and community at the school. However, I have decided to stay at home and care for my daughter.

Sincerely,

Emma McCleary

[Your Name]

Resignation Letter

[Name of Recipient]

[Title and Department of Recipient]

Emma McCleary
609 County Rd 10 SE,
Watertown, MN 55388

May 1st, 2023

Jenna Wolff
131 Hickory St N,
Lester Prairie, MN 55354

Dear Ms. Wolff,

Please accept this letter as my formal resignation as the 7th and 8th grade volleyball coach at Lester Prairie Public Schools. Thank you for giving me the opportunity to work in this position the last two years. I have enjoyed working with the athletes and other coaches in the department.

Sincerely,

Emma McCleary



Jenna Wolff <wolff@lp.k12.mn.us>

Resignation as head coach

1 message

Jacob Oie <oie@lp.k12.mn.us>

Mon, Apr 17, 2023 at 11:42 AM

To: Jenna Wolff <wolff@lp.k12.mn.us>

I plan to resign as Lester Prairie's head cross country coach. I have enjoyed working with these dedicated athletes. It has been an honor to be a part of Lester Prairie's cross country team. Thank you for this amazing opportunity.

-Mr. Oie

May 1, 2023

Dr. Melissa Radeke, Superintendent
Lester Prairie School Board

It is with so much sadness that I have been left no choice but to resign my school nurse position at Lester Prairie School. On April 12, 2023 I was told by Dr. Radeke that due to budget issues my time in the health office would be cut to 7:45 – 8:30 and 11:00 – 1:30 which would include my lunch break. I was then told that from 8:30 – 11:00 and 1:30 – 3:00 I would be a para. This is not something I am interested in doing.

There are days I can't get everything done in the health office during my current 7 hour day. I would be expected to do my current job (nurse) in less than half the time and add another (para) workload on top of that. I don't feel I would be able to do my best at either position with double the workload.

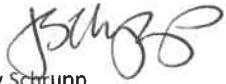
I have worked hard and put forth my best effort every single day in the health office for 3 years. I am proud of my accomplishments, the job I have done bringing the health office in compliance with state guidelines, the endless hours I worked during COVID to ensure our students and staff stayed safe, the educating and training with staff on health conditions/emergencies, the boards/committees I serve on, the relationships I have made with our students and the Outreach Program. I can honestly say that until Wednesday, April 12th, I thought I was an integral part of this school district.

I love my job, I love my kids, all 500 of them, and I love our school, but asking me to do everything I do in the health office in 2.75 hr. per day is an almost impossible task to do well.

It breaks my heart to be left no option but to leave. I wasn't done here! My resignation is effective May 12, 2023. My hope is that I have made a positive impact on our students, staff and school.

Thank you for the opportunity to take care of our students for the last 3 years.

Always a Bulldog ~

A handwritten signature in black ink, appearing to read "Joy Schrupp". The signature is stylized and cursive.

Joy Schrupp

Dean of Students
Community Education Coordinator
Lester Prairie Schools
320-395-3005 (office)
Ext. 1184



Mike Bjork <bjork@lp.k12.mn.us>
To: Jenna Wolff <wolff@lp.k12.mn.us>

Thu, Apr 20, 2023 at 9:20 AM

Please consider this email my resignation from my position as JV Softball coach. I have been honored to work with this program over the past 5 years. Unfortunately too many medical issues have come up this year keeping me away from my duties.

[Quoted text hidden]

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2022-2023

DATE: 4/21/23


The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2023, enters into this agreement with **Keith Christen** for the following extra curricular assignment:

JV Softball Coach BA-0 (7% @ \$40,941.00) Start 4/19/23 44%

For this assignment you will be paid a total of \$1,260.98. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

4-21-23

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2023. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
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Lester Prairie, MN 55354-0158
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EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 4/27/23


The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2023, enters into this agreement with **Christin LaMott** for the following extra curricular assignment:

B Squad Volleyball Coach BA-3 (7% @ \$43,713.00)

For this assignment you will be paid a total of \$3,060.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

4/28/23

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE SIGNED AND RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

*In those years when negotiations have not been completed, salary amounts and benefits will be adjusted to reflect changes governed by the Master Agreement, if any. The school board reserves the right to make any modifications or adjustments in these assignments during the school year.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2023. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)