

**Hastings Area Public Schools - ISD 200**  
**School Board Meeting Agenda**

Wednesday, June 24, 2020  
Regular Meeting  
Video Conference through Zoom

---

- I. Call Meeting to Order**
  - a. Attendance
- II. Motion to approve the agenda/table file**
  - a. Approval of the minutes from the May 20th Regular Board Meeting
- III. Recognition of visitors**
- IV. Announcements and Recognitions**
  - a. Good News Items
- V. Items for Discussion**
  - a. Wellness Survey presentation  
**Speaker(s):** Mary Ellen Fox
  - b. Official District Postings update
  - c. Summer community food security update  
**Speaker(s):** Jen Seubert
  - d. CARES Act impact and update on upcoming fund transfers related to emergency orders  
**Speaker(s):** Jen Seubert
  - e. Recommended budget for Fiscal Year 20-21  
**Speaker(s):** Jen Seubert
  - f. Recommendation to form an ad-hoc discipline policy committee
- VI. Administrative Reports**
  - a. School Board Committee Reports
    - i. Student Enrollment
    - ii. Facility Committee
      - 1. Building Construction Fund Project Update
    - iii. Policy Committee
- VII. Action Items**
  - a. Consent Agenda
    - i. Change Orders
      - 1. Change order #12
    - ii. Bills Payable
    - iii. Personnel Report
  - b. Items for Individual Action
    - i. Policies:
      - 1. For approval - 4th reading with suggested edits
        - i. Policy 534
      - 2. New mandatory policies for second reading:
        - i. Policy 721
        - ii. Policy 620
        - iii. Policy 612
        - iv. Policy 427
      - 3. New or substantially revised policies for second reading:
        - i. Policy 408
        - ii. Policy 419
        - iii. Policy 515
        - iv. Policy 535

4. New policies for first reading
  - i. Policy 901
  - ii. Policy 902
  - iii. 902A Form
  - iv. Policy 903
5. Substantially revised policy for first reading
  - i. Policy 610
  - ii. Adopt Budget for Fiscal Year 20-21
  - iii. ISD 200 Long Term Facilities Maintenance Plan
  - iv. Approve of Master Agreements
  - v. Approval of changes to the Pay Equity Review and updated position descriptions
  - vi. Approval of School Resource Officer and Traffic Control Agent Program Agreement Renewal
  - vii. Approval of Sternau and Associates Employee Assistance Plan Agreement Renewal
  - viii. Approval of Recommended Quote for Property, Liability, and Workers' Compensation Insurance.
  - ix. Approval of Prime Food Service Vendor Agreements
  - x. Bid Recommendation for early Childhood Renovation at High School Site
  - xi. Approval of Food Service memorandum of Understanding to Staff the Summer Food Service Program
  - xii. Designation of the Identified Officials with Authority for the MED External User Access Recertification System
  - xiii. Approval of official district posting

**VIII. Future Meetings**

**IX. Closed Session**

- a. Call to Order
- b. Attendance
- c. Adjournment

**X. Adjournment**

**Board of Education  
Independent School District 200  
Hastings, Minnesota**

A regular meeting of the School Board of Independent School District 200, Hastings, Minnesota, held on Wednesday, May 20<sup>th</sup>, 2020 via Zoom conference.

The meeting was called to order by Kelsey waits at 6:03 PM. The following members of the School Board were present: Becky Beissel, Brian Davis, Scott Gergen, Lisa Hedin, Stephanie Malm, Dave Pemble, and Kelsey Waits. Members absent, none.

A motion to amend the agenda to include an action item to approve the plans for graduation was made by Lisa Hedin and seconded by Scott Gergen. Ayes all, nays none, motion carried. A second amendment to the agenda was made by Lisa Hedin to bring back the tabled item for the increase in activity fees for the 20/21 school year back to the agenda for board action, and was seconded by Dave Pemble. Ayes all, nays none, motion carried. A motion to approve the agenda including the two amendments for the activity fee increase for the 20/21 school year and the approval of the graduation plan was made by Dave Pemble and seconded by Lisa Hedin. Ayes all, nays none, motion carried.

A motion to approve the minutes from the April 22<sup>nd</sup>, 2020 Regular Meeting of the Board was made by Stephanie Malm and seconded by Scott Gergen. Ayes all, nays none, motion carried.

Kelsey Waits took time to welcome and acknowledge those who were attending the Board Meeting via Zoom as well as those watching the meeting remotely.

Jeff Pesta took time to go over the good news in the Hastings District which included Governor Walz's proclamation declaring May 7<sup>th</sup> School-Age Care Workers Day. Hastings food service staff was also recognized for the number of meals they prepare and deliver to kids all over the district every day. The HHS drama Club presentation of "The Pirates of Penzance" via remote video platform was also announced.

There was discussion about the options for the official district posting in the future. The decision is that the district will use the Pioneer Press for its immediate needs and potentially issue an RFP in the future to determine which posting the District will designate.

The time was turned over to Brittney Hirschauer, Director of Food and Nutrition Services, to discuss the plans for summer community food security.

Principal Mike Johnson then presented the planned events for the Class of 2020 graduation.

The final topic of discussion was the district wide end of year events.

Jeff Pesta took time to over the Superintendent report which included the fundraising report from November 1<sup>st</sup>, 2019 to April 30<sup>th</sup>, 2020.

The Board committees then each gave a summary from the committee meetings that had been held since the last Board meeting in April.

The first order of business for the School Board was to address the consent agenda. A motion was made by Stephanie Malm and seconded by Brian Davis to approve the consent agenda. This included the approval of change order number 6 – Peterson Companies, Inc. for the Hastings McNamara field and building improvements – for a \$1,200.00 add. Ayes all, nays none, motion carried.

The next order of business was for the board to review the policies prepared by the Policy committee for the Board meeting. A motion to table Policy 710A until further input from Trent Hanson was made by Brian Davis and seconded by Scott Gergen. Ayes all, nays none, motion carried.

A motion to approve the non-contract rates of pay for fiscal year 2021 was made by Dave Pemble and seconded by Brian Davis. Ayes all, nays none, motion carried.

A motion to introduce the resolution for ISD 917 LTFM 10-year and approve by roll call vote was made by Stephanie Malm and seconded by Dave Pemble. Ayes all, nays one, motion carried.

A motion to accept the recommended qualifying bid with alternates 1-3 for Pinecrest Elementary School deferred maintenance project and the recommended qualifying bid for roof replacement was made by Dave Pemble and seconded by Scott Gergen. Ayes all, nays none, motion carried.

A motion to accept the recommended qualifying bid for construction of the Hastings High School athletic field parking lot was made by Scott Gergen and seconded by Dave Pemble. Ayes all, nays none, motion carried.

A motion to adjust the elementary, middle, and high school student handbooks to reflect guidance from the Minnesota Department of Education for equitable grading practices during the required distance learning period was made by Scott Gergen and seconded by Stephanie Malm. Ayes all, nays none, motion carried.

A motion to approve the recommended increases in meal prices for fiscal year 2021 was made by Scott Gergen and seconded by Dave Pemble. Ayes all, nays none, motion carried.

A motion to introduce the resolution relating to the termination and non-renewal of the teaching contract of the probationary teachers and approve by a roll call vote was made by Stephanie Malm and seconded by Dave Pemble. Ayes all, nays none, motion carried.

The next item of business was regarding the proposal to increase the High School student participation fees for fiscal year 2021. A motion to amend the recommended motion to include the individual max to be three times tier one and for the family max to be four times tier one was made by Lisa Hedin and seconded by Dave Pemble. Ayes all, nays none, motion carried.

The motion to adopt the increased athletic activity fees for the 20/21 school year using a three tiered approach with tier one being \$175, tier two \$200, and tier three \$265. The tiers are as identified in the finance officer's summative document, athletic fees will be reviewed on an annual basis going forward, and including the proposed individual and family max fee scale was made by Lisa Hedin and seconded by Dave Pemble. The vote was six ayes and Becky Beissel voted nay, motion carried.

A motion to remove Policy 710A from the table for the Board to take action on the policy was made by Lisa Hedin and seconded by Stephanie Malm. Ayes all, nays none, motion carried.

A motion to approve Policy 710A as it is currently written was made by Stephanie Malm and seconded by Becky Beissel. Ayes all, nays none, motion carried.

A motion to approve the plans for the Hastings High School graduation plans as a formal show of support from the Hastings School Board was made by Dave Pemble and seconded by Becky Beissel. Ayes all, nays none, motion carried.

With no further business to discuss, a motion to adjourn the meeting was made by Brian Davis and seconded by Scott Gergen. The meeting was adjourned at 8:15 PM.



---

**South Washington County Schools**

---

Keith Jacobus, Ph.D., Superintendent

**District Service Center**

7362 E. Point Douglas Rd. S.

Cottage Grove, MN 55016

Phone: 651-425-6300 Fax: 651-425-6318

**ADMINISTRATIVE REPORT**

TO: Members of the School Board  
Keith Jacobus, Superintendent

FROM: Dan Pyan, Director of Finance & Operations

DATE: April 30, 2020

TOPIC/PURPOSE OF REPORT: Designate Official Newspaper

REFERENCE TO POLICY/STRATEGIC PLAN: Policy 203, Operation of the School Board

RECOMMENDED BOARD ACTION: Approval

DATE FOR BOARD ACTION: May 7, 2020

**REPORT**

The Bulletin was designated as the District's official newspaper in January 2020. The Bulletin is ceasing publication and circulation in the school district.

According to Minnesota Statute 331A.04, the District must designate a newspaper for publication of its public notices.

Administration recommends that the School Board designate the St. Paul Pioneer Press as the District's official newspaper as the newspaper has widespread circulation in the School District.

Daniel Pyan  
South Washington County Schools  
Daniel –

Thank you for the opportunity to bid on the public notice publications for South Washington County Schools.

The Saint Paul Pioneer Press is a Daily Newspaper located in Saint Paul, MN, primarily serving Ramsey, Dakota, Washington, and Anoka counties and Western Wisconsin.

Our Legal Publication rates for all notices for 2020 are as follows:

\$6.00 per column inch per publication \*(this = \$0.43 per line, there are 14 lines per column inch)

Our circulation number below is for Sunday Full Run, however you can publish a notice any day of the week.

Full Run – 170,663

\*All notices will be published full run.

Deadline to submit a standard text notice is 12pm the day prior to the day you'd like your notice to run. Friday at 12pm is the deadline to submit a notice running on Saturday, Sunday, or Monday. If your notice includes a chart, graph, map, or any special formatting, the deadline is 12pm **two** days prior to the publication day, and Thursday at 12pm for a Saturday, Sunday, or Monday publish date. All legal notices should be emailed to [legals@pioneerpress.com](mailto:legals@pioneerpress.com) after doing so, you'll be sent an email confirming receipt of your information and you'll be contacted shortly. You will be emailed a proof (which includes the cost). An affidavit will be emailed after the notice publishes.

Thank you for considering the Saint Paul Pioneer Press as the official legal newspaper for South Washington County Schools. Please let me know if you have any questions, we look forward to partnering with you.

Thank you,

Taylor Hafner – Advertising  
[thafner@pioneerpress.com](mailto:thafner@pioneerpress.com)



June 2019 Enrollment	4254
<b>June 2020 Enrollment</b>	<b>4218</b>

18-19 Last Day Enrollment	4254
19-20 First day Enrollment	4322



BRIDGE TO SUCCESS

# Hastings Public Schools

INDEPENDENT SCHOOL DISTRICT 200  
1000 11<sup>TH</sup> STREET WEST  
HASTINGS, MN 55033-2597  
Phone (651) 480-7000  
Fax (651) 480-7004

## Facilities Committee Summary

*Committee Mission: The Standing Facilities Committee will provide guidance for proper administration of stated projects and provide information and ensure value to the board:*

- 1) Architectural Vision and Advice: The Committee, in conjunction with the Administration, will undertake specific assignments from the Board to develop a consensus for architectural vision to govern specific construction projects, establish building criteria, conduct design reviews, make recommendations and/or establish an approvals process*
- 2) Facilities Improvements and Tactical Planning: The Committee, in conjunction with the Administration, will make recommendation on needed and/or required improvements, maintenance and general upkeep of the facilities.*

### **June 1, 2020**

The Facilities Committee met in order to continue discussions around repairing the High School retaining wall, continue discussions around the Middle School bathroom renovations, and review our updated priority list for remaining bond funds.

1. We continued our discussions around repairing the High School retaining wall. Our original budget was set for \$5,700. However, repairs are ranging from around \$35,000 to over \$50,000 depending on what type of repair we go with. The committee has approved going up to \$50,000 however, we would like more information about a long-term maintenance plan with this investment. WOLD is continuing to look at options for us and will update us at the next committee meeting.
2. The estimates for the Middle School Auditorium bathrooms came is about 6% higher than projected. The Facilities Committee has green-lighted moving forward with these improvements. This will include updating the bathrooms to comply with ADA requirement as well as increasing privacy for the stalls.
3. The Middle School administration has said that they are interested in adding in an additional privacy bathroom that would be more centrally located in the school. They have given a range of options. The committee has asked them to let us know what location is their first choice. Administration has also mentioned the possibility of changing signage on existing staff bathrooms, but the Facilities Committee felt that this was a decision that the MS Admin team could make. It did not need School Board approval.
4. We looked at our updated list of bond projects. The list has been narrowed down based on what can be covered by Long Term Facility Maintenance (LTFM) dollars. The Facilities Committee has asked that we go back and look at the list of community priorities that was developed previously, and determine if any that had been initially removed from our priorities list can move back on.
5. We have a balance of approximately \$3,500,000 for LTFM.



BRIDGE TO SUCCESS

# Hastings Public Schools

INDEPENDENT SCHOOL DISTRICT 200  
1000 11<sup>TH</sup> STREET WEST  
HASTINGS, MN 55033-2597  
Phone (651) 480-7000  
Fax (651) 480-7004

## Policy Committee Mission

This ad-hoc board committee serves to review current policies and make recommendations for revision or adoption of new policies. The current goal of the committee is to add critical new policies, insure the mandatory annual review of specific policies per statute, and complete a cycle of policy review to insure that the district policy manual is complete and in a standardized format within a two-year period (January, 2022).

## Topic: Policy Committee Meeting

Time: Jun 18, 2020 05:00 PM Central Time (US and Canada)

## Committee Agenda & Minutes for June 18, 2020

**Update draft of committee mission statement:** updated

### **Summary of June 10 Work Session:**

510 – Student Travel ([May need pandemic related updates](#))

610 – Field Trips

This policy probably should not wait until we have a strategic plan. We recommend having a policy in place before the Fall and review the policy again after the strategic plan is in place to meet our newly defined intent.

1. Defining why and when a school board would sponsor a trip (extended trips go to the board and if the trip is not in line with our strategic plan it then becomes an independent trip)
2. Adding in a section for who has the discretion to cancel trips.
3. Adding in a crisis management plan.
4. Adding in verbiage that references 903 (visitors to school district buildings) about background checks.

### **First Reading on June 24**

901 – Community Education

902 – Use of School District Facilities and Equipment

902A – Facilities Use Procedures ([Adopt by July with consideration for legal guidance](#))

903 – Visitors to School District Buildings and Sites - this is the policy and procedures surrounding background checks for volunteers (that are not district employees), Kari Gorr has discussed this with an attorney and worded the policy so it meets the intent of equal treatment and legal.

903A – Procedures for School Visitors and Volunteers – this policy is not ready quite yet, but it is getting there! There are some additional items we need to add to the policy before we can bring it to the board for review. We are working on adding criteria for approving/denying volunteers and visitors (ie: certain criminal convictions that come up on the background check).

### **Readings Eligible for Approval on June 24**

534 – Unpaid Meal Charges

616 – School District System Accountability (Mandatory)

**Priority for June 18 policy committee meeting:**

- 506 – Review Student Discipline and Notice of Suspension Addendum (Annual Review also required) (Mandatory, but a customized Hastings policy is needed) – form a working group (ad hoc committee) to bring in feedback from administrators and teachers to assist in developing this policy and bringing this up-to-date.
- 418 – Review Drug Free Workplace – Drug Free School (Adopt by August to include in student handbooks) Recommending this getting approved before the school year to include therapeutic cannabis-based products verbiage (ie: CBD oil) to protect nurses from administering non-FDA approved drugs.

**Queue of priority policies for summer committee meetings:**

(There are no model policy templates, only examples from forerunner districts are available)

- 428 – Employee Use of Social Media – look at examples, this policy sets guidelines for employees
- XX – Model Policy on Suicide Prevention- look at other district models, discuss at future policy committee meetings how we can implement a policy committing to suicide prevention.
- XX – Model Gender Inclusion Policy – look at other district models, discuss at future policy committee meetings how we can implement a policy committing to gender inclusion.



BRIDGE TO SUCCESS

# Hastings Public Schools

INDEPENDENT SCHOOL DISTRICT 200  
1000 11<sup>TH</sup> STREET WEST  
HASTINGS, MN 55033-2597  
Phone (651) 480-7000  
Fax (651) 480-7004

## Policy Committee Mission

This ad-hoc board committee serves to review current policies and make recommendations for revision or adoption of new policies. The current goal of the committee is to add critical new policies, insure the mandatory annual review of specific policies per statute, and complete a cycle of policy review to insure that the district policy manual is complete and in a standardized format within a two-year period (January, 2022).

## Topic: Policy Committee Meeting

Time: May 29, 2020 04:00 PM Central Time (US and Canada)

## Committee Agenda for May 29, 2020

### **Update draft of committee mission statement:**

### **Policies approved on May 20 and added to HPS policy book with final edits:**

- 534 – Unpaid Meal Charges
- 540 – Review Disproportionate Enrollment
- 710A – Co-curricular and Extra-curricular Alternate Transportation Permission

### **Second read of mandatory policies missing from HPS policy book on June 24:**

- 427 – Workload Limits for Certain Special Education Teachers
- 612 – Development of Parent and Family Engagement Policies for Title I Programs (Waiting for feedback from Matt Esterby)
- 616 – School District System Accountability - revised
- 620 – Credit for Learning - revised
- 721 – Uniform Grant Guidance Policy Regarding Federal Revenue Sources

### **Second read of new or substantially revised policies on June 24:**

- 408 – Subpoena of a School District Employee (New)
- 419 – Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices. (Revise to include electronic delivery devices)
- 515 – Protection & Privacy of Pupil Records (Revise to allow library card option)
- 535 – Service Animals in Schools (New)

### **Annual review of Mandatory Policies on June 24:**

- 410 – Family and Medical Leave Policy
  - 413 – Harassment and Violence
  - 414 – Mandated Reporting of Child Neglect or Physical or Sexual Abuse
  - 415 – Mandated Reporting of Maltreatment of Vulnerable Adults
  - 514 – Bullying Prohibition Policy
-

---

522 – Student Sex Nondiscrimination

524 – Internet Acceptable Use and Safety Policy

806 – Crisis Management Policy – Dr. Pesta is looking into if the pandemic language in the policy is applicable to what we've seen with the current pandemic. If not, we'll add verbiage to include a COVID-19 type of response to the Crisis Management Procedures.

**Recommended placeholder for June 10 work session with full board participation:**

510 – Student Travel (May need pandemic related updates)

610 – Field Trips

These policies need further discussion and there is no due date to get it completed however, we should strive to make a decision to get a policy in place soon, then we can continue revising until it meets ISD 200 intent.

- Potential courses of action:

- o Keep these two policies separate, take on the liability of district sponsored trips
- o Modify and combine the policies, narrowing down district sponsored trips
- o Take the district out of sponsoring trips and allowing independent trips to continue within the guidelines of taking personal leave if the trip is during the school year, meetings will be held after school hours and they will need to request meeting rooms outside of their capacity as a teacher

The policy committee doesn't have specific recommendation and won't until we can discuss the concerns as a board.

**Priority for next policy committee meeting:**

506 – Review Student Discipline and Notice of Suspension Addendum (Annual Review also required)

- Brian is working this policy using the MSBA model policy because this policy was last updated 12 years ago
- We're looking at modifying "site specific" guidance and creating district standard guidance for discipline and consistency to ensure equity in discipline. Standardization will include having one form for the notice of suspension addendum.
- This policy will be a continuous work in progress. We expect this policy will take time to create to ensure it meets the needs of all sites and students.

901 – Community Education (Adopt by July to comply with new statute)

902 – Use of School District Facilities and Equipment (Adopt by July to comply with new statute) – Kari Gorr received a fee schedule (902A) supported by legal recommendations.

903 – Visitors to School District Buildings and Sites (Mandatory, but a customized Hastings policy is needed)

- Policy Committee recommends adopting 901, 902, 902A, and 903.

**Queue of priority policies for summer committee meetings:**

418 – Review Drug Free Workplace – Drug Free School (Adopt by August to include in student handbooks)

428 – Employee Use of Social Media

XX – Model Policy on Suicide Prevention

---

## Personnel Information for Approval

### Employee Resignations/Retirements/Terminations

<b>Name</b>	<b>Position</b>	<b>Effective Date</b>	<b>Reason</b>
<i>Thomas Weber</i>	<i>Secondary Teacher</i>	<i>6/5/2020</i>	Resignation
<i>Eva Johnson</i>	<i>SpEd Teacher - STAARS</i>	<i>6/5/2020</i>	Resignation
<i>Claire Nalven</i>	<i>Band Teacher (HHS and HMS)</i>	<i>6/5/2020</i>	Resignation
<i>Becky Jo Anderson</i>	<i>SpEd PSA</i>	<i>6/5/2020</i>	Termination

### Employee Leaves

<b>Name</b>	<b>Position</b>	<b>Leave Type</b>	<b>Dates</b>
<i>Randy Ficker</i>	<i>Custodian</i>	<i>FMLA Medical</i>	<i>6/3/2020 - 8/26/2020</i>
<i>Nancy Alitz</i>	<i>Food Service Cook</i>	<i>FMLA</i>	<i>4/1/2020 - 6/5/2020</i>
<i>Paul Alitz</i>	<i>Custodian</i>	<i>FMLA</i>	<i>4/1/2020 - 6/8/2020</i>
<i>Ray Butler</i>	<i>Custodian</i>	<i>FMLA</i>	<i>4/1/2020 - 6/12/2020</i>
<i>Dave Clark</i>	<i>Custodian</i>	<i>FMLA</i>	<i>4/1/2020 - 5/1/2020</i>
<i>Rodney Colburn</i>	<i>Custodian</i>	<i>FMLA</i>	<i>4/1/2020 - 5/22/2020</i>
<i>Jim Hoeschen</i>	<i>Custodian</i>	<i>FMLA</i>	<i>4/1/2020 - 4/28/2020</i>

*Revised from  
5/20/2020  
Approval*

### Employee Change in Position

<b>Name</b>	<b>Current Position</b>	<b>New Position</b>	<b>Effective</b>
<i>Nicole Ellson</i>	<i>2nd Grade Teacher</i>	<i>3rd Grade Teacher</i>	<i>8/24/2020</i>

### Employee Assignment Change

Name	Current Position/Grade	New Position/Grade	Rate of Pay	Effective
Jody Geib	Secretary III - Grade 8	Career Center Coordinator - Grade 10	\$ 24.08	7/1/2020
Danelle Lewis	Secretary III - Grade 8	Special Services 3rd Party Billing Specialist - Grade 9	\$ 23.20	7/1/2020
Linda Gunter	Secretary I - Grade 5	Administrative Support Assistant II - Grade 6	\$ 17.40	7/1/2020

### Employment of the following individuals

Name	Position	Date of Employment	Salary/Rate of Pay
Jill Waite	SpEd Teacher - Pinecrest	8/20/2020	\$ 53,832.00
Megan Upham	SpEd Teacher - Pinecrest	8/20/2020	\$ 42,478.00
Sadie Thole	SpEd Teacher - McAuliffe	8/20/2020	\$ 42,478.00
Dawn Stephens	SpEd Teacher - McAuliffe	8/20/2020	\$ 62,764.00
Beth Pick-Bowes	SpEd Teacher - HMS	8/20/2020	\$ 70,992.00
Mark Johnson	SpEd Teacher - HHS	8/20/2020	\$ 68,965.00
Alison Hoadley	SpEd Teacher - HMS	8/20/2020	\$ 56,028.00
Kaitlyn Berg	Speech Language Pathologist	8/20/2020	\$ 46,169.00
Kaitlin Adams	Social Worker - McAuliffe	8/20/2020	\$ 62,971.00
Jessica Adkins	Early Childhood SpEd - Tilden	7/1/2020	\$ 68,965.00
Chris Church	School Psychologist - JFK	8/20/2020	\$ 78,934.00
Michelle Seeger	Summer Cook Asst.	6/9/2020	\$ 13.48
Tami Becker	Summer Cook Asst.	6/9/2020	\$ 17.51
Lauri Potthoff	Summer Cook Asst.	6/9/2020	\$ 13.18

Veronica Ramos	Summer Cook Asst.	6/9/2020	\$	13.48
Suzanne Loahr	Summer Cook Asst.	6/9/2020	\$	17.51
Kris Mamer	Summer Lead Cook	6/9/2020	\$	22.60
Patricia Hammer	Summer Cook Asst.	6/9/2020	\$	16.76
Mary Murray	Summer Cook Asst.	6/9/2020	\$	13.74
Tammie Sieben	Summer Lead Cook	6/9/2020	\$	22.13
Tracy Sieben	Summer Cook Asst.	6/9/2020	\$	13.18
Donna Partington	Summer Cook Asst.	6/9/2020	\$	13.74
Korean Geiken	Summer Lead Cook	6/9/2020	\$	25.13
Rose Dachel	Summer Cook Asst.	6/9/2020	\$	13.18
Sara Rapp	Summer Cook Asst.	6/9/2020	\$	12.63
Jonah Conway	General Music	8/20/2020	\$	42,478.00
Cassie Ryan	School Psychologist - HHS	8/20/2020	\$	36,935.20
Aimee Ferguson	3rd Grade Teacher - MEL	8/24/2020	\$	68,965.00
Kelly Kolles	Speech Language Pathologist	8/20/2020	\$	46,169.00
Brook Johnson	School Counselor - HMS	8/24/2020	\$	69,970.00
Jill Gandrud	Art Teacher - HHS	8/20/2020	\$	50,315.00
MaKeesha Geiger	2nd Grade Teacher - MEL	8/24/2020	\$	43,500.00
Josh DeWitt	1st Grade Long Term Sub - JFK	8/20/2020	\$	42,478.00
Alexander Zuzek	Social Studies 7/8 - HMS	8/13/2020	\$	45,034.00
Kallie Grote	6th Grade ELA/Social Studies - HMS	8/13/2020	\$	48,329.00
Erin Anderson	ECSE Teacher 3-6 - Tilden	8/20/2020	\$	53,832.00
Laura DeWitt	Behavior Specialist - DO	7/1/2020	\$	68,965.00



## **534 UNPAID MEAL CHARGES**

### **I. PURPOSE**

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, parent(s)/guardian(s), and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

### **II. GENERAL STATEMENT**

Students will receive a breakfast and lunch of their choice regardless of the child's account balance; however, parent(s)/guardian(s) will continue to be responsible to pay for all meal charges, including negative balances. Students with negative balances will not be allowed to purchase ala carte items or additional milk, entrees, or side items. School Employees with a meal balance that exceeds negative \$10.00 will not be able to purchase meals.

### **III. PAYMENT OF MEALS**

- A. The school district will utilize a prepaid system for food service program meals. We encourage families and employees to keep a positive balance in their account(s) to ensure that students and employees have sufficient funds.
- B. It is the parent(s)/guardian(s)'s or employee's responsibility to monitor their meal account balances and send money on a regular basis to keep the meal accounts current. The district encourages all participants to sign up for and utilize the district's online school meal prepayment system.
- C. The school district receives school lunch aid under Minn. Stat. § 124D.111. Therefore, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance. Parent(s)/guardian(s) may apply for free or reduced-price meals anytime during the school year. Meal applications are distributed to all parent(s)/guardian(s) in the district prior to the student's first day of classes. Applications are also available at the District Office, in the Main Office of each school building, as well as on the district website. If household income or size



changes, parent(s)/guardian(s) can apply for meal benefits anytime during the school year.

- G. If a parent/guardian chooses to send in one payment that is to be divided between sibling accounts, the parent/guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent/guardian.

#### **IV. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION**

- A. The school district will make reasonable efforts to notify parent(s)/guardian(s) and employees of a low account balance when the account is at or below \$9.00, via the district's automated alert notification system. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program. A meal will not be taken away from a student with an overdrawn account.
- B. Parent(s)/guardian(s) will receive a negative balance notification when their student's account is below \$0.00, twice per week via the district's automated alert notification system.
- D. When an account balance reaches negative \$50, the Food & Nutrition Services Department shall notify the parent(s)/guardian(s) via letter. Such letter shall notify the parent(s)/guardian(s) of the expectation that the account be brought to a positive balance within ten days or as specified in a repayment plan, and will include a meal application (if one is not already on file).
- E. When an account balance reaches negative \$75, building principals shall contact the parent(s)/guardian(s) via phone to communicate the expectation that the account be brought to a positive balance within ten days or as specified in a repayment plan.

The following individuals may personally call students' parent(s)/guardian(s), mail letters, or send letters home in students' backpacks if necessary:

- Food & Nutrition Services Department Director or secretary
- Individual school buildings principals, secretaries, social workers, or community support social workers.

#### **V. UNPAID MEAL CHARGES**

- A. The school district will make reasonable efforts to communicate with parents(s)/guardian(s) to resolve the matter of unpaid charges. Where appropriate,



parent(s)/guardian(s) may be encouraged to apply for free and reduced-price meals for their children.

- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt from parent(s)/guardian(s). Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$100, not paid prior to the end of the school year, will be turned over to the superintendent or superintendent's designee for collection. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.

## VI. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing or via the student handbook to:
  - 1. All households at or before the start of each school year;
  - 2. Students and parent(s)/guardian(s) who transfer into the school district, at the time of enrollment; and
  - 3. All school district personnel who are responsible for enforcing this policy.
- B. The school district may post the policy on the school district's website, in addition to providing the required written notification described above.

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

*Policy Reviewed: 05.29.2020*

*Policy Adopted:*

*Policy Revised: 06.01.2020*



*MSBA/MASA Model Policy 721*

*Orig. 2016  
Rev. 2019*

**721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES**

**I. PURPOSE**

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

**II. DEFINITIONS**

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or sub recipient.

C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability);  
  
or
- b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).



- c. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
  - d. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or sub award.
- E. Procurement Methods
1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
  2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000 (periodically adjusted for inflation).
  3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
  4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
  5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.
- F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.



- G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).
- H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

### III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.
- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related



organization because of relationships with a parent company, affiliate, or subsidiary

organization.

- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

#### **IV. ACCEPTABLE METHODS OF PROCUREMENT**

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.



H. Methods of Procurement. The school district must use one of the following methods of procurement:

1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising).
4. Procurement by competitive proposals. If this method is used, the following requirements apply:
  - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - b. Proposals must be solicited from an adequate number of qualified sources;
  - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
  - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive



proposals may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
  - d. After solicitation of a number of sources, competition is determined inadequate.
- I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to



subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

## V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

- B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

## VI. FINANCIAL MANAGEMENT REQUIREMENTS



A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

## VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES



A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff

responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
3. “Omni Circular” or “2 C.F.R. Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
4. “Advance payment” means a payment that a federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

C. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;



*Hastings Public School District*  
*ISD #200*

7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;



4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In



those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
  - a. Necessary for the proper and efficient performance or administration of the program.
  - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
  - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
  - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
  - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and,



in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement

the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:
  - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
  - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
  - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in school wide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

#### H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district’s grants.

#### I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

#### J. Employee Sanctions. Any school district employee who violates this policy will



be subject to discipline, as appropriate, up to and including the termination of employment.

## VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

### A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

### B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
  - b. The costs are equitably allocated to all related activities, including federal awards; and
  - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable,



provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals

or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
  4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
  5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
  6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
  2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
  3. Consistent with the school district's cost accounting practices and school district policy; and
  4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.



- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

**Legal References:** 2 C.F.R. § 200.12 (Capital Assets)  
2 C.F.R. § 200.112 (Conflict of Interest)  
2 C.F.R. § 200.113 (Mandatory Disclosures)  
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)  
2 C.F.R. § 200.212 (Suspension and Debarment)  
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)  
2 C.F.R. § 200.302 (Financial Management)  
2 C.F.R. § 200.303 (Internal Controls)  
2 C.F.R. § 200.305(b)(1) (Payment)  
2 C.F.R. § 200.310 (Insurance Coverage)  
2 C.F.R. § 200.311 (Real Property)  
2 C.F.R. § 200.313(d) (Equipment)



- 2 C.F.R. § 200.314 (Supplies)
- 2 C.F.R. § 200.315 (Intangible Property)
- 2 C.F.R. § 200.318 (General Procurement Standards)
- 2 C.F.R. § 200.319(c) (Competition)
- 2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
- 2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
- 2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)
- 2 C.F.R. § 200.338 (Remedies for Noncompliance)
- 2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
- 2 C.F.R. § 200.430 (Compensation – Personal Services)
- 2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
- 2 C.F.R. § 200.447 (Insurance and Indemnification)
- 2 C.F.R. § 200.463 (Recruiting Costs)
- 2 C.F.R. § 200.464 (Relocation Costs of Employees)
- 2 C.F.R. § 200.473 (Transportation Costs)
- 2 C.F.R. § 200.474 (Travel Costs)

- Cross References:*** MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)  
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)  
MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)  
MSBA/MASA Model Policy 702 (Accounting)  
MSBA/MASA Model Policy 703 (Annual Audit)

*Policy Reviewed: 06.18.2020*  
*Policy Adopted:*  
*Policy Revised: 06.19.2020*



## **620 CREDIT FOR LEARNING**

### **I. PURPOSE**

The purpose of this policy is to recognize student achievement which occurs in Post-Secondary Enrollment Options and other advanced enrichment programs. The purpose of this policy also is to recognize student achievement which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. The purpose of this policy also is to address the transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

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

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, post-secondary or higher education institutions, other learning environments, and online courses and programs.

### **III. DEFINITIONS**

- A. “Accredited school” means a school that is accredited by an accrediting agency, recognized according to Minn. Stat. § 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (MDE).
- B. “Blended learning” is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.
- C. “Commissioner” means the Commissioner of MDE.
- D. “Digital learning” is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- E. “Eligible institution” means a Minnesota public post-secondary institution, a private, nonprofit two-year trade and technical school granting associate degrees,



*Hastings Public School District  
ISD #200*

an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

- F. “Nonpublic school” is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- G. “Online learning” is a form of digital learning delivered by an approved online learning provider.
- H. “Online learning provider” is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- I. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

#### **IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS**

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

- 1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
- 2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least *[insert number]* credits from the school district.

B. Transfer of Academic Requirements from Other Schools

- 1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.
  - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.



Hastings Public School District  
ISD #200

- b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least *[insert number]* credits from the school district.
  - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.
  - d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.
2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
- a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
  - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
  - c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.
  - d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
  - e. Credit and grades earned from a non-accredited nonpublic school



shall not be used to compute honor roll and/or class rank.

**V. POST-SECONDARY ENROLLMENT CREDIT**

- A. A student who satisfactorily completes a post-secondary enrollment options course or program under Minn. Stat. § 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the Minnesota Academic Standards content standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a post-secondary enrollment options course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
  - 1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
  - 2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.
  - 3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
  - 4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
  - 5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
  - 6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be



obtained from the school district.

## **VI. CREDIT FROM ONLINE LEARNING COURSES**

- A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
- B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.
- C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section IV.A. above.

## **VII. ADVANCED ACADEMIC CREDIT**

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be



granted to a student.

## VIII. WEIGHTED GRADES

- A. The school district does not offer weighted grades.

## IX. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, online learning course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

**Legal References:** Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.14 (Advanced Academic Credit)  
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.445 (Nonpublic Education Council)  
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)  
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)  
Minn. Stat. § 124D.095 (Online Learning Option)



*Hastings Public School District*  
*ISD #200*

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)

Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

- Cross References:***
- MSBA/MASA Model Policy 104 (School District Mission Statement)
  - MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
  - MSBA/MASA Model Policy 613 (Graduation Requirements)
  - MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
  - MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
  - MSBA/MASA Model Policy 616 (School District System Accountability)
  - MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
  - MSBA/MASA Model Policy 624 (Online Learning Options)

*Policy Reviewed: 05.29.2020*

*Policy Adopted:*

*Policy Revised: 06.19.2020*



## **612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS**

### **I. PURPOSE**

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

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

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to fully comply with 20 U.S.C. § 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

### **III. DEVELOPMENT OF DISTRICT LEVEL POLICY**

The school board will direct the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written parent and family engagement policy that will be incorporated into the school district's Title I plan. The policy will establish the expectations for meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and



philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;

- C. Coordinate and integrate parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;
- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level parent and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

#### **IV. DEVELOPMENT OF SCHOOL LEVEL POLICY**

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
  - 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their



- right to be involved;
2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
  3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
  4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and
  5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact shall:
1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
  2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
  3. Address the importance of communication between teachers and parents on an on-going basis through the use of:



- a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
  - b. Frequent progress reports to the parents; and
  - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
  - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
  2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
  3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
  4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;
  5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
  6. Provide such other reasonable support for parental involvement activities as requested by parents.
- D. The policy will also describe the process to be taken if the school district and school



choose to:

1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
  2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
  3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
  4. Train parents to enhance the involvement of other parents;
  5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
  6. Adopt and implement model approaches to improving parental involvement;
  7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
  8. Establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

***Legal References:*** 20 U.S.C. § 6318 (Parent and Family Engagement)

***Cross References:***



*Hastings Public School District  
ISD #200*

*Policy Reviewed: 05.29.2020*

*Policy Adopted:*

*Policy Revised: 06.19.2020*



## 427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

### I. PURPOSE

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

### II. DEFINITIONS

#### A. Special Education Staff; Special Education Teacher

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

#### B. Direct Services

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

#### C. Indirect Services

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

#### D. Workload

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

### III. GENERAL STATEMENT OF POLICY

- A. Workload limits for special education teachers shall be determined by the



appropriate special education administrator, in consultation with the building principal and the superintendent.

- B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

#### **IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED**

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

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

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

*Policy Reviewed: 05.29.2020*

*Policy Adopted:*

*Policy Revised: 06.19.2020*



## 408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

### I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

### II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

### III. DATA CLASSIFICATION

#### A. Educational Data

##### 1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

##### 2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

#### B. Personnel Data

The MGDPA, Minn. Stat. Ch. 13, also classifies all personnel data, except for



certain data specifically classified as public, as private data on individuals. The

state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

#### IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.
- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Rules 1205.0100, Subp. 5 (Minnesota Rules Regarding Data Practices)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

**Cross References:** MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

*Policy Reviewed: 05.29.2020*

*Policy Adopted:*

*Policy Revised: 06.10.2020*



## **419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES**

### **I. PURPOSE**

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

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

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

### **III. TOBACCO AND TOBACCO-RELATED DEVICES DEFINED**

- A. “Electronic delivery device” means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately.



Electronic delivery device does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.

- B. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.
- C. “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- D. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

#### **IV. EXCEPTIONS**

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

#### **V. ENFORCEMENT**



- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

## VI. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)  
Minn. Stat. § 609.685 (Sale of Tobacco to Children)  
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior



Hastings Public School District  
ISD #200

*Policy Reviewed: 06.18.2020*

*Policy Adopted:*

*Policy Revised: 06.19.2020*



## 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000.

### III. DEFINITIONS

#### A. Authorized Representative

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

#### B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for authorized recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

#### C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the



*Hastings Public School District*  
*ISD #200*

school district, including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

“Directory information” means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: the student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, dates of attendance, grade level, *district issued email address, student information (ID) number, user ID's or other unique personal identifiers used by a student for purposes of accessing or communicating in electronic systems or displayed on an ID badge*, enrollment status (i.e., full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

1. a student's social security number;
2. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
4. personally identifiable data which references religion, race, color, social position, or nationality; or
5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

***[Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district***



Hastings Public School District  
ISD #200

*may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]*

E. Education Records

1. What constitutes "education records." Education records means those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record. The term, "education records," does not include:
  - a. Records of instructional personnel which:
    - (1) are in the sole possession of the maker of the record; and
    - (2) are not accessible or revealed to any other individual except a substitute teacher; and
    - (3) are destroyed at the end of the school year.
  - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
    - (1) maintained separately from education records;
    - (2) maintained solely for law enforcement purposes; and
    - (3) disclosed only to law enforcement officials of the same jurisdiction.



*Hastings Public School District*  
*ISD #200*

- c. Records relating to an individual, including a student, who is employed by the school district which:
  - (1) are made and maintained in the normal course of business;
  - (2) relate exclusively to the individual in that individual's capacity as an employee; and
  - (3) are not available for use for any other purpose.

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
  - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
  - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
  - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records that only contain information about an individual after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

F. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

G. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.



*Hastings Public School District*  
*ISD #200*

### Legitimate Educational Interest

“Legitimate educational interest” includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or employee’s contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student’s education; or
3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid.
4. Perform a task directly related to responding to a request for data.

#### I. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

#### J. Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other direct identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

#### K. Record

“Record” means any information or data recorded in any way including, but not



*Hastings Public School District*  
*ISD #200*

limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

L. Responsible Authority

“Responsible authority” means *[designate title and actual name of individual]*.

M. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

N. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

*[Note: School districts may wish to reference police liaison officers in the definition of a “school official.” Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered “school officials” only when performing duties as a police liaison officer. Consultation with the school district’s legal counsel is recommended.]*

O. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

P. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

#### IV. GENERAL CLASSIFICATION



*Hastings Public School District*  
*ISD #200*

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

## **V. STATEMENT OF RIGHTS**

### **A. Rights of Parents and Eligible Students**

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

### **B. Eligible Students**

All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first



*Hastings Public School District*  
*ISD #200*

obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

C. Disabled Students

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

**VI. DISCLOSURE OF EDUCATION RECORDS**

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
  - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. identifies and authenticates a particular person as the source of the



*Hastings Public School District*  
*ISD #200*

- electronic consent; and
- b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
- a. in plain language;
  - b. dated;
  - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
  - d. specific as to the nature of the information the subject is authorizing to be disclosed;
  - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
  - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
  - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.
6. Eligible Student Consent
- Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.



Hastings Public School District  
ISD #200

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
  - a. performs an institutional service or function for which the school district would otherwise use employees;
  - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
  - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;



*Hastings Public School District*  
*ISD #200*

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers.
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or



*Hastings Public School District*  
*ISD #200*

administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is



*Hastings Public School District*  
*ISD #200*

issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent



*Hastings Public School District*  
*ISD #200*

disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under



*Hastings Public School District*  
*ISD #200*

Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minn. Stat. § 260B.171, Subd. 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.



*Hastings Public School District*  
*ISD #200*

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action; or

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;



*Hastings Public School District*  
*ISD #200*

2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

## **VII. RELEASE OF DIRECTORY INFORMATION**

### **A. Classification**

Directory information is public except as provided herein.

### **B. Former Students**

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an “education record,” the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual’s attendance as a student (e.g., a student’s activities as an alumnus of the school district).

### **C. Present Students and Parents**

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
  - b. the parent’s or eligible student’s right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and



Hastings Public School District  
ISD #200

- c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

***[Note: Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. which specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]***

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
  - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
  - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information



*Hastings Public School District*  
*ISD #200*

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

## **VIII. DISCLOSURE OF PRIVATE RECORDS**

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the



*Hastings Public School District*  
*ISD #200*

parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

- a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
- b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

**IX. DISCLOSURE OF CONFIDENTIAL RECORDS**

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. § 626.556, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the



*Hastings Public School District*  
*ISD #200*

parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

Regardless of whether a written report is made under Minn. Stat. § 626.556, Subd. 7, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minn. Stat. § 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
  - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;



Hastings Public School District  
ISD #200

- b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
  - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

**X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING**

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student’s parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. § 121A.40, *et seq.*

**XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS**

- A. The school district will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
  1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and educational opportunities provided by the military; and
  2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.



Hastings Public School District  
ISD #200

- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
  2. Home address;
  3. Student's grade level;
  4. School presently attended by student;
  5. Parent's legal relationship to student, if applicable;
  6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
  7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

## XII. LIMITS ON REDISCLOSURE



Hastings Public School District  
ISD #200

### Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

### B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
  - a. The disclosures meet the requirements of Section VI. of this policy; and
  - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

***[Note: 42 U.S.C. § 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]***

### C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

### D. Notification



*Hastings Public School District*  
*ISD #200*

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

**XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING**

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records



*Hastings Public School District*  
*ISD #200*

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
  - a. the parties who have requested or received personally identifiable information from the education records of the student;
  - b. the legitimate interests these parties had in requesting or obtaining the information; and
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
  - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
  - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
  - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.



Hastings Public School District  
ISD #200

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

*[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]*

4. The record of requests of disclosures may be inspected by:
  - a. the parent of the student or the eligible student;
  - b. the school official or his or her assistants who are responsible for the custody of the records; and
  - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
  - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
  - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

#### **XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**



*Hastings Public School District*  
*ISD #200*

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the



*Hastings Public School District*  
*ISD #200*

parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
  - a. the cost of materials, including paper, used to provide the copies;
  - b. the cost of the labor required to prepare the copies;
  - c. any schedule of standard copying charges established by the school district in its normal course of operations;
  - d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
  - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.



*Hastings Public School District*  
*ISD #200*

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

## **XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

### **A. Request to Amend Education Records**

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

### **B. Right to a Hearing**

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.



*Hastings Public School District*  
*ISD #200*

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
  - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
  - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minn. Stat. Ch. 14 relating to



Hastings Public School District  
ISD #200

contested cases.

## **XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means *[designate title and actual name of individual]*.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

## **XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

### **A. Where to File Complaints**

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue S.W., Washington, D.C. 20202.

### **B. Content of Complaint**

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

## **XVIII. WAIVER**

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

## **XIX. ANNUAL NOTIFICATION OF RIGHTS**

### **A. Contents of Notice**

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and



*Hastings Public School District*  
*ISD #200*

reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

**XX. DESTRUCTION AND RETENTION OF RECORDS**

Destruction and retention of records by the school district shall be controlled by state and federal law.

**XXI. COPIES OF POLICY**



Hastings Public School District  
ISD #200

Copies of this policy may be obtained by parents and eligible students at the office of the superintendent.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. Ch. 14 (Administrative Procedures Act)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)  
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)  
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)  
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)  
Minn. Stat. § 363A.42 (Public Records; Accessibility)  
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)  
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)  
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)  
18 U.S.C. § 2331 (Definitions)  
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)  
20 U.S.C. § 7908 (Armed Forces Recruiting Information)  
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)  
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)  
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)  
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)  
*Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)

**Cross References:** MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
MSBA/MASA Model Policy 520 (Student Surveys)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)  
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)



*Hastings Public School District  
ISD #200*

*Policy Reviewed: 5.20.2020*

*Policy Adopted:*

*Policy Revised: 5.20.2020*



## 535 SERVICE ANIMALS IN SCHOOLS

### I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

### II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

### III. DEFINITIONS

#### A. Service Animal

A “service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

#### B. Handler

A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

#### C. Work or Tasks

1. “Work or tasks” are those functions performed by a service animal.
2. Examples of “work or tasks” include, but are not limited to, assisting



individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

#### IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school-sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
  1. Is the service animal required because of a disability; and
  2. What work or tasks is the service animal trained to perform.
- C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.



- D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

## **V. REQUIREMENTS FOR ALL SERVICE ANIMALS**

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

## **VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL**

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School



district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.

- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

## **VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL**

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
  - 1. Any of the requirements described in Part V., above, are not met.
  - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
  - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
  - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

## **VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES**

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and



- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

## **IX. ALLERGIES; FEAR OF ANIMALS**

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

## **X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS**

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

## **XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES**

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

## **XII. LIABILITY**

- A. The owner of the service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

**Legal References:** Section 504 of the Rehabilitation Act of 1973  
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136  
(ADA Regulations)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)



*Hastings Public School District*  
*ISD #200*

Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)

Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)

Minn. Stat. § 609.226 (Harm Caused by Dog)

Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

***Cross References:*** MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

*Policy Reviewed: 06.18.2020*

*Policy Adopted:*

*Policy Revised: 06.19.2020*



## **902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT**

### **I. PURPOSE**

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

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

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

### **III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES**

- A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.
- B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.
- C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

### **IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES**

- A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.
- B. Requests for use of school facilities by community groups or individuals shall be made through the school district administrative office. The administration will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.
- C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial and supervisory service if deemed necessary. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and



payment procedure shall be presented for review and approval by the school board.

- D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

## V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

## VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries.

**Legal References:** Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)

**Cross References:** MSBA/MASA Model Policy 801 (Equal Access to School Facilities)  
MSBA/MASA Model Policy 901 (Community Education)

*Policy Reviewed: 5.29.2020*

*Policy Adopted:*

*Policy Revised: 5.29.2020*



Hastings Public School District  
ISD #200

**Hastings Community Education  
Tilden Community Center  
310 River Street  
Hastings, MN 55033  
651-480-7670  
[www.hastingscommunityed.com](http://www.hastingscommunityed.com)**

**Hastings Public Schools  
Community Use of School Facilities  
Philosophy, Rules and Regulations, Building Use Charges  
July 1, 2019-June 30, 2020**

**Philosophy**

The policy of the Hastings Public Schools is to encourage the use of school facilities by citizens living in the district. The implementation of this policy requires both individual and community cooperation. Certain rules and regulations are necessary in order to ensure that all community members have equal access to district facilities; to effectively administer this policy and to support ongoing care and maintenance of facilities used.

**Rules and Regulations**

**Priority of Use**

1. Regular school activities and school organizations shall have first priority in the use of any school facility, even after a permit has been issued to another non-school district organization.
2. In the event of a conflict between non-school district organizations, all reasonable efforts will be made between parties to come to a resolution. Organizations involved will receive notice of resolution.
3. Gym priority will be given to sport activities that require gym use for regular sport play. This priority extends for the period when the sport is in season per the Minnesota State High School League.
4. The Director of Community Education or his/her designee retains the right to make a final decision in regard to building use. In all instances, this decision will bear in mind the best interests of the community.

**How to Apply**

1. Application form for Use of School Facilities is available online at [www.hastingscommunityed.com](http://www.hastingscommunityed.com) and [www.hastings.k12.mn.us](http://www.hastings.k12.mn.us), as well as at Tilden Community Center, 310 River Street. Please make any special requests for equipment usage when submitting the permit.
2. Complete online registration or fill out the form and return to the Hastings Community Education office at Tilden Community Center, fax 651-480-7680.
3. Organizations using the school facilities shall agree to indemnify the district for any and all damages by any person or persons attending the activities, and likewise the school district against any and all liability and any and all damages to any person or persons. Organizations



using the school facilities shall agree to indemnify the district for any and all damages by any person or persons attending the activities,

4. and likewise the school district against any and all liability and any and all damages to any person or persons.
5. Groups in Classes II-V using any school facility **must** provide a Certificate of Liability insurance in the amount of one (1) million dollars/occurrence and one (1) million dollars/aggregate prior to use.
6. All groups requesting non-profit status must provide proof of 501(c)3 or 501(c)4 status.
7. In the Classification section, *local* refers to having at least 75% of participants reside in or attend schools within the boundaries of the Hastings Public Schools.
8. **Custodial fees during the school year:** Hastings Public Schools (except Tilden Community Center) facilities are staffed by custodians, during the school year, Monday-Friday from 6 a.m.- 10 p.m. No custodial fees are charged for building use during those hours.
  - a. **Saturday:** A custodian is on duty at Hastings High School *only* from 7:30 a.m.- 3:45 p.m. Permits issued on Saturday for buildings other than the high school will be charged a custodial overtime fee of \$35/hour unless the Director of Community Education or his/her designee assigns a Site Supervisor to the building. Permits issued on Saturday for the high school after 3:45 p.m. will incur a custodial overtime fee of \$35/hour. The number of custodians assigned to a particular event will be decided by the District Head of Buildings and Grounds.
  - b. **Sunday:** No custodians are on duty in any district facility. Permits issued on Sunday will be charged a custodial overtime fee of \$35/hour unless the Director of Community Education or his/her designee assigns a Site Supervisor to the building.

Please bear in mind that the custodian will need to clean the facility after your event has left the building when considering your event budget. Final charge for custodial overtime is issued after the conclusion of the event. **Summer custodial hours vary, please contact Community Education for more information.**

9. **Use of kitchen facilities:** You must request to use the kitchen (in addition to the cafeteria) when submitting the permit. Kitchen use requires hiring district food service personnel at a fee of \$35/hour.
10. **Outdoor athletic field use:** All groups wanting to reserve school fields must apply through the facility use application process. Other than standard maintenance, additional work will be done at the requester's expense. Portable toilet requests will be charged the current rate. The portable toilet fees may be split between user groups utilizing the same field.
11. **Please do not advertise your event until final approval is received.** Hastings Community Education will inform the applicant by email when final permit approval is made and the permit issued. Facility rental is available to non-school district groups beginning on August 15 2019. The first available date for reservation thereafter is August 30.



## **Information About Your Permit**

1. All permits shall be revocable and shall not be considered a lease. The school board or its authorized agent may reject any application or cancel any permit.
2. Permit holders may not assign, transfer, sublet or charge a fee for the use of facilities or equipment. Once issued a valid permit, permit holders may not assign, transfer or sublet the permit to any other individual or group. Doing so will result in revocation of the permit and may result in denial of issuance of future permits.
3. Dances open to the general public will not be issued a permit. School sponsored dances are permitted.
4. All state and local ordinances must be observed by the permit holder and all attending the event. The permit holder will assume full responsibility for any unlawful act committed in the exercise of the permit.
5. Carefully check your permit when it is sent to you to ensure its accuracy. The building will open for your use at the time indicated on the permit. **You and those attending your event will not be able to enter the building before that.** You or your designee must be in the building when the building opens for your use. Carry your permit with you for every date of your event.
6. Payment is due 15 days from receipt of invoice. A \$15 late fee will be charged to unpaid invoices at 30 days and an additional \$25 late fee will be charged to unpaid invoices at 60 days. After 60 days unpaid the user and/or organization will be restricted from facility use until balance is paid in full.

## **Information About Facility Use**

1. All activities must be under competent adult supervision. The custodian on duty is there to supervise the operation of the facility, not the group or its activities.
2. Please carefully consider any special request for equipment use. Common requests include: PA systems, tables, chairs, podiums, internet access, spotlights, LCD projector and screen, piano, microphones, including wireless mics. Equipment not requested on the application will not be available for use. See fees for equipment below.
3. Use of any school equipment, especially sound boards and lighting, must receive prior approval. Please note on your permit application what equipment you are requesting to use. A technician to run equipment can be hired through the district. If you wish to supply your own technician, this request must be approved by the district in advance of the event.
4. Furniture and equipment owned by the district cannot be moved unless permission is granted from and supervised by the custodian on duty.
5. You must have prior approval to move any non-school district equipment, decorations, etc. into the facility you have rented. All items must be removed promptly at the end of your event.
6. Concessions may not be set up in the school building or on the school grounds without the expressed permission of the Community Education Director.



7. Food and drink are strictly prohibited in the Auditoriums and High School Auditorium Lobby. A fine of \$150 will be charged to users in violation of this rule.
8. The following are prohibited in school facilities and on school grounds: •smoking; •intoxicating beverages and liquors; •illegal and banned substances; •disorderly conduct.
9. **Snow removal:** If snow removal is required when a community group is scheduled in a facility on a day when the facility is otherwise not being used, the cost of snow removal will be billed to the group holding the permit for the facility. Snow must be removed when accumulation reaches three (3) inches or as determined by the district Grounds Supervisor.
10. **Loading and unloading of equipment:** Parking is prohibited on sidewalks surrounding the schools. If your event will need to load/unload equipment, please make note of that in your permit request. Access to the school loading docks will be arranged.

### **Changes/Cancellation**

**Changes:** A \$10 permit fee may be charged if excessive revisions or rescheduling is made to the original request.

**No Show Charges:** Billed according to estimated cost on confirmation.

**Late Cancellation Fee:** Billed according to estimated cost on confirmation when notification to Community Education is less than (2) full non-holiday business days in advance.

### **Classifications**

**Class I: Independent School District 200 school organizations, district or school operated booster groups or organizations; city of Hastings meetings and one-time programs and events.**

Examples: student clubs, conferences, student activities, school-operated booster clubs, parent-teacher organizations

**Class II: Nonprofit organizations located within ISD 200 district boundaries**

Examples: youth athletic associations; youth groups and associations \*A yearly (July 1 – June 30) cap of \$1,000 applies to this classification. \*Excludes tournaments/events

**Class III: Local religious organizations/services/meetings; local businesses and for profit groups**

**Class IV: Nonprofit organizations outside ISD 200 district boundaries**

**Class V: All other for profit organizations located outside school district boundaries**

**Adult Sports Leagues: Local teams, \$205/team.**

**Tournament/Large Event/Fundraiser Fee: Applies to all groups class II-V where an admission fee or ticket to the event is required. Not applicable to practice/rehearsal permits. Custodial overtime/kitchen use/technical support charges additional. Cancellation less than 72 hours in advance of the event will incur a three hours custodial overtime charge, in addition to a cancellation fee of \$150.**

**Kennedy, Pinecrest, McAuliffe**

**--One day fee (5-10 hours on one day)**

**\$75**



--Weekend fee (Friday evening through Sunday evening)

\$150

**Hastings Middle School**

--One day fee (5-10 hours on one day) \$150

--Weekend fee (Friday evening through Sunday evening) \$300

**Hastings High School**

--One day fee (5-10 hours on one day) \$200

--Weekend fee (Friday evening through Sunday evening) \$400

**Permit fee for Class II - V: \$10**

**All rental fees are based on a 4 hour period. \*Occurrence = 4 hours**

Facility	Class II Fee per occurrence* <i>*cap applies</i>	Class III Fee per occurrence*	Class IV Fee per occurrence*	Class V Fee per occurrence*
<b>Elementary</b>				
Cafeteria	\$8	\$15	\$23	\$31
Classroom	\$3	\$10	\$22	\$31
Gym	\$8	\$15	\$26	\$41
Media Center	\$5	\$10	\$21	\$31
<b>Tilden Comm.</b>				
Classroom	\$3	\$10	\$22	\$31
Conference Rm.	\$3	\$12	\$24	\$30
Gym	\$8	\$15	\$26	\$41
Multi-Use Room	\$8	\$12	\$25	\$31
Senior Gathering Room	\$10	\$20	\$26	\$61
Welcome Center	\$8	\$15	\$26	\$31
<b>Middle School</b>				
Auditorium	\$10	\$20	\$52	\$115
Cafeteria	\$8	\$19	\$32	\$63
Choir Room	\$8	\$15	\$24	\$32
Classroom	\$3	\$10	\$22	\$31
Gyms (per gym)	\$10	\$20	\$41	\$61
Media Center	\$10	\$20	\$26	\$63
Pool	\$17	\$34	\$42	\$63
<b>High School</b>				
Auditorium	\$25	\$45	\$73	\$135
Band Room	\$10	\$20	\$29	\$37
Choir Room	\$10	\$20	\$29	\$37
Dressing Room	\$10	\$20	\$29	\$37
Classroom	\$3	\$10	\$22	\$31
Commons	\$12	\$24	\$51	\$71
Gyms (per gym)	\$12	\$24	\$51	\$71
Lecture Hall	\$8	\$19	\$32	\$63
Media Center	\$10	\$20	\$26	\$63
Multi-Purpose	\$8	\$19	\$23	\$63
Orchestra Room	\$10	\$20	\$29	\$37
<b>Equipment Rental</b>				



Hastings Public School District  
ISD #200

LCD Projector	\$3	\$10	\$22	\$31
Laptop*	\$3	\$10	\$22	\$31
TV/DVD Player	\$3	\$10	\$22	\$31
Portable Toilets (fields)	Current Rate	Current Rate	Current Rate	Current Rate
<i>*Tilden only, limited availability</i>				

**Updated 7/11/2019**

*Policy Reviewed: 06.18.2020*

*Policy Adopted:*

*Policy Revised: 06.19.2020*



## **903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES**

### **I. PURPOSE**

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

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

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

### **III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS**

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

### **IV. RESPONSIBILITY**

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



approval of the procedures.

## V. VISITOR LIMITATIONS

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

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

### **Cross References:**

*Policy Reviewed:* 06.18.2020

*Policy Adopted:*

*Policy Revised:* 06.19.2020



## 610 FIELD TRIPS

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

The general expectation of the school board is that all student trips will be well planned, conducted in an orderly manner and safe environment, and will relate directly to the objectives of the class or activity for which the trip is requested. **Additional criteria to be considered include trip crisis plan (Examples; student injury, student illness, lead organizer illness, death of family member at home, etc.), total cost to the participant and/or district, effect of absence upon scholastic performance of participating students and impact upon the overall operation of the school. The school board reserves the right to approve extended trips on an individual basis.**

Student trips will be categorized within three general areas:

#### A. Required Instructional Trips

Trips that take place during the school day, relate directly to a course of study, and require student participation shall fall in this category. These trips shall be subject to review and approval of the building principal and shall be financed by school district funds within the constraints of the school building budget. **Students without parent permission will participate in an alternate activity with the same learning objectives and credit.** Fees may not be assessed against students to defray direct costs of instructional trips. (Minn. Stat. § 123B.37, Prohibited Fees)

#### B. Optional Supplementary Trips

This category pertains to those trips in which students voluntarily participate and which **supplement the instructional or activity program goals. Usually take place outside the regular school day.** Examples of trips in this category involve **cultural events**, student activities, clubs, and other special interest groups **or social activities.** These trips are subject to review and approval of the activities director and/or the building principal. Financial contributions

by students may be requested. (Minn. Stat. § 123B.36, Authorized Fees)



C. Extended Trips

1. Trips that involve one or more overnight stops fall into this category. Extended trips may be instructional or supplementary and must be requested well in advance of the planned activity. An extended trip request form must be completed and approved at each level: student, principal, superintendent, and school board. Exceptions to the approval policy may be granted or expedited to accommodate emergencies or contingencies (e.g., tournament competition).
2. The school board acknowledges and supports the efforts of booster clubs and similar organizations in providing extended trip opportunities for students.
3. Participating in overnight trips for curricular, co-curricular, or extra-curricular activities is a privilege. To ensure the safety of the traveling party, participants may be subject to a search of their person or possessions by school administrators prior to boarding the transportation for an overnight event.

**III. REGULATIONS**

- A. Rules of conduct and discipline for students and employees shall apply to all student trip activities.
- B. The school administration shall be responsible for providing more detailed procedures, including parental involvement, supervision, and such other factors deemed important and in the best interest of students.
- C. All volunteers accompanying students on extended trips will be subject to a background check in accordance with Policy 903A.
- D. Transportation shall be furnished through a commercial carrier or school-owned vehicle.
- E. An employee may use a personal vehicle to transport staff or personal property for purposes of a field trip upon prior, written approval from administration.
- F. An employee must not use a personal vehicle to transport one or more students for purposes of a field trip.
  1. If immediate transportation of a student is required due to an emergency or unforeseen circumstance, such as the illness or injury of a child, and the transportation does not constitute regular or scheduled transportation, a personal vehicle may be used. To the extent a personal vehicle is used, the vehicle must be properly registered and insured.



2. An employee must obtain pre-approval by administration of student transportation by a personal vehicle, pursuant to Section III.E.1, if practicable. If pre-approval by administration of use of a personal vehicle cannot be obtained in a reasonable time given the circumstances, an employee shall report the relevant facts and circumstances justifying the need for use of a personal vehicle to administration as soon as practicable. The relevant facts and circumstances for use of a personal vehicle shall be documented by administration.

#### IV. SCHOOL BOARD REVIEW

The superintendent shall at least annually report to the school board upon the utilization of trips under this policy or school board may, at any time, decide to cancel a pre-approved trip. This decision would typically occur due to safety concerns for the students and staff.

The Superintendent has the discretion to cancel any trip at any time if he/she determines that proceeding with the field trip may unduly jeopardize students' health or safety. The district will may not be responsible for any financial loss associated with the cancellation of trips. Therefore, students or chaperones participating in any activity involving substantial prepayment of fees are highly recommended encouraged to seek a reputable travel insurance policy.

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

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 423 (Employee – Student Relationships)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 707 (Transportation of Public School Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 710 (Extracurricular Transportation)  
Hastings Policy 903A \*\*\* pending approval of 903A \*\*\*

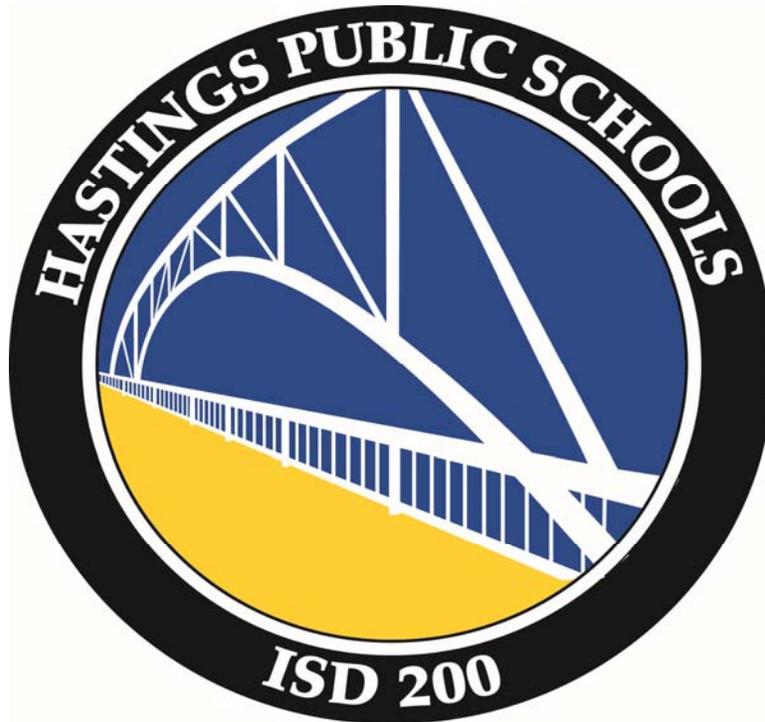


*Hastings Public School District  
ISD #200*

*Policy Reviewed: 06.18.2020*

*Policy Adopted:*

*Policy Revised: 06.19.2020*



ADOPTED BUDGET  
2020-2021  
June 2020

Blank

## **TABLE OF CONTENTS**

<b>Budget Timeline</b>	<b>1</b>
<b>Assumptions, Variables &amp; Changes</b>	<b>2</b>
<b>20-21 Adopted Summary of Revenues, Expenditures &amp; Fund Balances</b>	<b>3-4</b>
<b>Revenues by Source General Fund</b>	<b>5</b>
<b>Expenditures by Object General Fund</b>	<b>6</b>
<b>Revenues by Source Other Funds</b>	<b>7</b>
<b>Expenditures by Object Other Funds</b>	<b>8</b>
<b>Expenditures by Program all Funds</b>	<b>9</b>
<b>Staffing Summary</b>	<b>10</b>
<b>Pupil Units Current and Projected</b>	<b>11</b>
<b>Pupil Units Detail</b>	<b>12</b>
<b>Capital-LTFM-Tech Budgets</b>	<b>13-14</b>
<b>Capital Projects</b>	<b>15</b>
<b>LTFM Projects</b>	<b>16</b>
<b>Staff Development Detail</b>	<b>17</b>
<b>School Property Tax Levy</b>	<b>18</b>

## **Budget Timeline Hastings ISD 200**

### **January**

- ❖ Capital requests for next fiscal year from Principals, Directors, Technology, Maintenance to Supt.
- ❖ Textbook adoption decision for capital.
- ❖ Capital projects for next fiscal year started.
- ❖ Adjust current budget due to negotiation settlements if needed.
- ❖ 2<sup>nd</sup> Revised budget for current year is approved by the board.
- ❖ LTFM projects determined for the next two years.
- ❖ Technology preliminary budget for next fiscal year.
- ❖ Staff Dev/Assessment/Testing preliminary budgets.

### **February**

- ❖ Contracts/bids for next year: Transportation, Snow Removal, Copiers, Phone, Waste Removal.
- ❖ Review current budget for Food Service.
- ❖ Food Service Budget for next fiscal year.
- ❖ Finalize Technology Budget for next fiscal year.
- ❖ Review any changes for Operations & Maintenance Budget for next fiscal year.

### **March**

- ❖ Community Education Budget for next fiscal year.
- ❖ Finalize Capital Budget for next fiscal year.
- ❖ Finalize LTFM Budget for next fiscal year.
- ❖ Finalize Operations & Maintenance Budget for next fiscal year.

### **March/April**

- ❖ Title Program Budgets for next fiscal year.
- ❖ Spec. Services programs finance budgets for next fiscal year.
- ❖ All district wide office budgets for next fiscal year.

### **April**

- ❖ Any redistribution of next year's budget \$'s for buildings and athletics to Business Office.
- ❖ Every department should review budgets and make final purchases for current year.

### **May**

- ❖ Send invoices to Business Office for payment of final purchases for current year.
- ❖ Clean up any outstanding PO's on the system for current year.

### **May/June**

- ❖ Application and board approval of Aid Anticipation Certificates of Indebtness for next fiscal year.
- ❖ Update APU projections according to first MARSS run for current year.
- ❖ Adopted Budget for next fiscal year approved by the board.

### **July/Sept**

- ❖ Audit completed.
- ❖ Preliminary local property tax levy information for next fiscal year submitted to Mn. Dept. of Ed. and approved by the school board.

### **Sept/Oct**

- ❖ Preliminary audit numbers for prior year should be available.

### **Oct**

- ❖ Revise current year budget based on audit information and other updated information. Update APU projections based on Oct. 1 count.

### **Nov/Dec**

- ❖ Auditor presentation to the board.
- ❖ Truth in Taxation hearing.
- ❖ Board certifies final property tax levy for next fiscal year.
- ❖ Revised Budget for current year is approved by the board.
- ❖ Principals report projected grade numbers for next fiscal year to Supt.

**Revenue/Expenditure/Fund Balance Changes- Adopted Budget 20-21**

**Pupil Units**

**APU-** For 20-21 adopted budget is 4,710  
18 less than 19-20

This number is based on prior year October 1  
marrs data and projected forward based on prior years.  
On October 1, 2020 new projections will be done  
for 20-21 and future years.

<b><u>Revenue General Fund Unassigned</u></b>	<b><u>Amount</u></b>
Gen Ed Formula 2% (6,567)	\$394,194
Tuition Harbor Shelter/Solar Garden Payment	-\$220,000
Athletic Participation Fees	\$35,006
State Spec Ed Aid (6,063,830)	\$228,541
<b>Total Change to Revenue Budget</b>	<b>\$437,741</b>

<b><u>Expenditures General Fund Unassigned</u></b>	<b><u>Amount</u></b>
<b><u>Payroll Expenditures</u></b>	\$880,372
Teacher Contract (Moved 1 step & 1.95% to salary schedule) Includes estimated savings for 4 resignations/retirements FTE 302.352	
<b>Principals, Admins &amp; Supervisors (estimate for 20-21)</b>	
Other Contracts per negotiation estimates (move 1 step & 2.5% to salary schedule)	
Health Insurance Increase of 2%	
<b>Staffing Increases Since 19-20 Revised Budget</b> (High School Lead Custodian, Middle School Lead Custodian, 12 Special Education Paraprofessionals, 3 Regular Education Paraprofessionals- Solutions Rooms, High School Psychologist, Middle School Counselor, Elementary Teacher 3rd grade, 3 FTE Special Education Teachers, .5 FTE ESL)	\$1,011,008
<b><u>Other Expenditures</u></b>	
Purchased Services	\$117,857
Property & Liability Insurance Estimate	\$93,635
Canvas Health 2 FTE , Communities in the Schools 1 FTE	\$56,190
Other Misc Programs	\$9,239
<b>Total Change to Expenditure Budget</b>	<b>\$2,168,301</b>
Net Change	-\$1,730,560

<b><u>Fund Balance Changes-Unassigned General Fund</u></b>		
Actual: Ending Fund Balance 18-19	\$13,543,177	
Projected: Ending Fund Balance 19-20	\$13,592,129	48,952
Projected: Ending Fund Balance 20-21	\$11,910,521	(1,681,608)

- Revised Budget will be updated for the following:**
- Actual student enrollment
  - Staffing due to student numbers
  - Principal, Administrator, Supervisor contracts final negotiated amounts
  - Actual hire vs estimated salaries for open positions
  - Property & liability insurance
  - New Study-GASB-OPEB/Pension/ASL
  - Legislative changes to revenue & expenditure calculations
  - Adjustments based on audit for 19-20
  - CARES Funding and Covid related expenditures

Hastings ISD # 200

2020-2021

Adopted

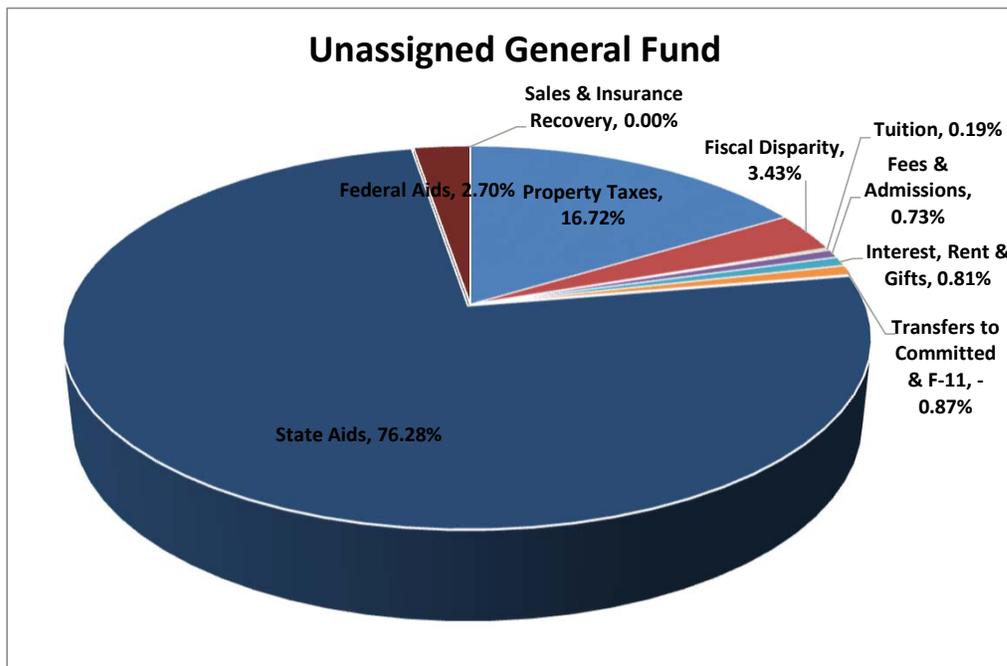
		Un-Audited				
		Balance 6/30/20	Revenues	Expenditures	Net Budget	Balance 6/30/21
1/10/11/12	<b>GENERAL FUND</b>					
460-130	Inventories	0.00	0.00	0.00	0.00	0.00
460-131	Prepaid Expenditures	0.00	0.00	0.00	0.00	0.00
	<b>NONSPENDABLE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
403	Staff Development	(3,619.41)	618,716.47	618,611.40	105.07	(3,514.34)
467	LTFM (old def maint and H&S)	3,584,070.84	1,786,810.08	600,000.00	1,186,810.08	4,770,880.92
424	Operating Capital	3,555,479.88	1,191,377.93	1,085,214.38	106,163.55	3,661,643.43
424-287	Lease Levy Capital	(38,050.23)	508,615.16	551,003.86	(42,388.70)	(80,438.93)
428	Learning & Development	0.00	922,085.00	922,085.00	0.00	0.00
434	Area Learning Center	0.00	375,000.00	375,000.00	0.00	0.00
438	Gifted & Talented	226,000.90	61,240.40	41,615.00	19,625.40	245,626.30
441	Basic Skills	0.00	579,059.33	579,059.33	0.00	0.00
459	Basic Skills Extended Time	35,259.65	45,133.78	80,393.43	(35,259.65)	0.00
441-620	Basic Skills-ECSE	0.00	8,053.57	8,053.57	0.00	0.00
441-630	Basic Skills-Staars	2,970.28	0.00	100.00	(100.00)	2,870.28
449	Safe Schools-Crime Levy	0.00	242,625.87	242,625.87	0.00	0.00
449	Safe Schools-Crime Levy Supplemental	152,048.60	0.00	152,048.60	(152,048.60)	0.00
401	Student Activities (Fund 10 - tied to fund 1)	135,481.14	350,000.00	350,000.00	0.00	135,481.14
402	Scholarships (Fund 12 - tied to fund 1)	181,365.25	95,000.00	95,000.00	0.00	181,365.25
448	Achievement & Integration	0.00	299,274.36	299,274.36	0.00	0.00
472	MA/3rd Party	84,995.14	190,949.00	275,186.00	(84,237.00)	758.14
	<b>RESTRICTED</b>	<b>7,916,002.04</b>	<b>7,273,940.95</b>	<b>6,275,270.80</b>	<b>998,670.15</b>	<b>8,914,672.19</b>
418	Pension and ASL (trnsf from 422)	272,957.28	244,663.00	142,404.00	102,259.00	375,216.28
			includes 12,000 interest			
461-403	Staff Development	0.00	0.00	0.00	0.00	0.00
461-392	Technology (trnsf from 422) <small>no e-rate, no expenses until bond \$ are spent</small>	934,543.50	100,000.00	0.00	100,000.00	1,034,543.50
	<b>COMMITTED</b>	<b>1,207,500.78</b>	<b>344,663.00</b>	<b>142,404.00</b>	<b>202,259.00</b>	<b>1,409,759.78</b>
462-001	Subsequent Year's Expenditures 18-19	0.00	0.00	0.00	0.00	0.00
462-xxx	Other Assigned	0.00	0.00	0.00	0.00	0.00
	<b>ASSIGNED</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
397,891 Co	GASB 68 TRA/State contribution	0.00	161,867.00	161,867.00	0.00	0.00
	Fed. Title-Spec Ed, AI Aid, LCTS R=E	0.00	1,456,233.23	1,456,233.23	0.00	0.00
	Subsequent Year's Expenditures	0.00	0.00	0.00	0.00	0.00
	Technology/Pension, ASL	0.00	(332,663.00)	0.00	(332,663.00)	(332,663.00)
	Basic Skills-ECSE (JE Year end)	0.00	0.00	13,145.43	(13,145.43)	(13,145.43)
	Area Learning Center	0.00	0.00	166,477.47	(166,477.47)	(166,477.47)
	Safe Schools/Crime Levy	0.00	0.00	166,199.53	(166,199.53)	(166,199.53)
	Spec. Ed. State/Misc	0.00	6,104,829.74	9,748,280.80	(3,643,451.06)	(3,643,451.06)
	Transportation <small>(does not include extra curr. budgeted at sites)</small>	0.00	1,971,497.71	3,772,494.65	(1,800,996.94)	(1,800,996.94)
	Unassigned	13,592,128.81	39,602,692.70	35,161,366.90	4,441,325.80	18,033,454.61
	Donations Fund 11 (tied to fund 1)	0.00	750,930.00	750,930.00	0.00	0.00
	<small>Fund 1 includes pmt. To OPEB Trust (\$1,004,986) 18-19 &amp; 19-20</small>		includes trnsf(\$111,930) oasis 108,008 wellness \$3,580, ship \$342			
422	<b>UNASSIGNED</b>	<b>13,592,128.81</b>	<b>49,715,387.38</b>	<b>51,396,995.01</b>	<b>(1,681,607.63)</b>	<b>11,910,521.18</b>
1/10/11/12	<b>TOTAL GENERAL FUND</b>	<b>22,715,631.63</b>	<b>57,333,991.33</b>	<b>57,814,669.81</b>	<b>(480,678.48)</b>	<b>22,234,953.15</b>
			57,333,991.33	57,814,669.81	48,952.22	19-20 Rev
			0.00	0.00	1,730,559.85	(SpEd Aid-6,063,830)

## Hastings ISD # 200      2020-2021    Adopted

		Un-Audited				
		Balance 6/30/20	Revenues	Expenditures	Net Budget	Balance 6/30/21
<b>2</b>	<b>FOOD SERVICE FUND</b>					
460-130	Inventories	0.00	0	0	0	0.00
460-131	Prepaid Expenditures	0.00	0	0	0	0.00
	<b>NONSPENDABLE</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
464-418	Pension and ASL (trnsf from 464) <small>includes 30 interest</small>	44,144.27	9,640	0	9,640	53,784.27
464	Food Service Program <small>Includes pmt to OPEB Trust (\$29,040) 18-19 &amp; 19-20 &amp; GASB 68 Rev/Exp \$710</small>	438,581.18	2,388,128	2,453,693	(65,564)	373,016.75
	<b>RESTRICTED</b>	<b>482,725.45</b>	<b>2,397,768</b>	<b>2,453,693</b>	<b>(55,924)</b>	<b>426,801.02</b>
463	<b>UNASSIGNED</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
	<b>TOTAL FOOD SERVICE FUND</b>	<b>482,725.45</b>	<b>2,397,768</b>	<b>2,453,693</b>	<b>(55,924)</b>	<b>426,801.02</b>
<b>4</b>	<b>COMMUNITY SERVICE FUND</b>					
460-130	Inventories	0.00	0	0	0	0.00
460-131	Prepaid Expenditures	0.00	0	0	0	0.00
	<b>NONSPENDABLE</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
431	Community Education General	484,002.71	1,474,350	1,533,351	(59,001)	425,001.90
432	ECFE	72,351.00	285,977	335,190	(49,213)	23,137.95
444	School Readiness	106,518.42	582,773	737,827	(155,054)	(48,535.10)
447	ABE <small>Includes pmt to OPEB Trust (\$36,459) 18-19 &amp; 19-20 &amp; GASB 68 Rev/Exp \$4,422</small>	0.00	12,967	12,967	0	0.00
464-418	Pension and ASL (trnsf from trust 18 & above GL)	(3,556.98)	30,776	25,080	5,696	2,139.02
464-599	Screening	(10,408.50)	14,585	24,854	(10,269)	(20,677.57)
464	Non Public	24,629.30	87,888	87,888	0	24,629.30
	<b>RESTRICTED</b>	<b>673,535.95</b>	<b>2,489,316</b>	<b>2,757,156</b>	<b>(267,840)</b>	<b>405,695.50</b>
463	<b>UNASSIGNED</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
	<b>TOTAL COMMUNITY SERVICE FUND</b>	<b>673,535.95</b>	<b>2,489,316</b>	<b>2,757,156</b>	<b>(267,840)</b>	<b>405,695.50</b>
<b>6</b>	<b>BUILDING CONSTRUCTION FUND</b>					
460-131	Prepaid Expenditures	0	0	0	0	0.00
	<b>NONSPENDABLE</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
464	Building Construction	21,078,640.45	210,272	8,006,710	(7,796,438)	13,282,202.35
	<b>RESTRICTED</b>	<b>21,078,640.45</b>	<b>210,272</b>	<b>8,006,710</b>	<b>(7,796,438)</b>	<b>13,282,202.35</b>
	<b>TOTAL BLDG CONSTRUCTION FUND</b>	<b>21,078,640.45</b>	<b>210,272</b>	<b>8,006,710</b>	<b>(7,796,438)</b>	<b>13,282,202.35</b>
<b>7</b>	<b>DEBT SERVICE FUND</b>					
425	Refunding HS Building Bonds	0.00	0	0	0	0.00
451	QSCB Sinking Fund (GL JE)	9,903,611.71	440,592	(812,000)	1,252,592	11,156,203.71
464	Debt Service	1,230,031.81	4,662,640	4,684,963	(22,323)	1,207,708.81
	<b>RESTRICTED</b>	<b>11,133,643.52</b>	<b>5,103,232</b>	<b>3,872,963</b>	<b>1,230,269</b>	<b>12,363,912.52</b>
	<b>TOTAL DEBT SERVICE FUND</b>	<b>11,133,643.52</b>	<b>5,103,232</b>	<b>3,872,963</b>	<b>1,230,269</b>	<b>12,363,912.52</b>
	<b>TRUST FUNDS</b>					
18	CE Pension and ASL	149,006.97	2,500	25,080	(22,580)	126,427.25
20	Dental Self-Funded	689,480.28	738,442.00	615,124.00	123,318	812,798.28
21	Health Self-Funded	4,425,937.84	8,674,800.00	8,827,901.00	(153,101)	4,272,836.84
45---000	IRR-OPEB- PERA	3,993,259.26	1,090,485	93,172	997,313	4,990,572.26
	<b>TOTAL TRUST FUNDS</b>	<b>9,257,684.35</b>	<b>10,506,227</b>	<b>9,561,277</b>	<b>944,950</b>	<b>10,202,634.63</b>
	<b>TOTAL ALL FUNDS</b>	<b>65,341,861.35</b>	<b>78,040,806</b>	<b>84,466,468</b>	<b>(6,425,662)</b>	<b>58,916,199</b>
			<small>78,040,806.18</small>	<small>84,466,468.36</small>		
			0	0		

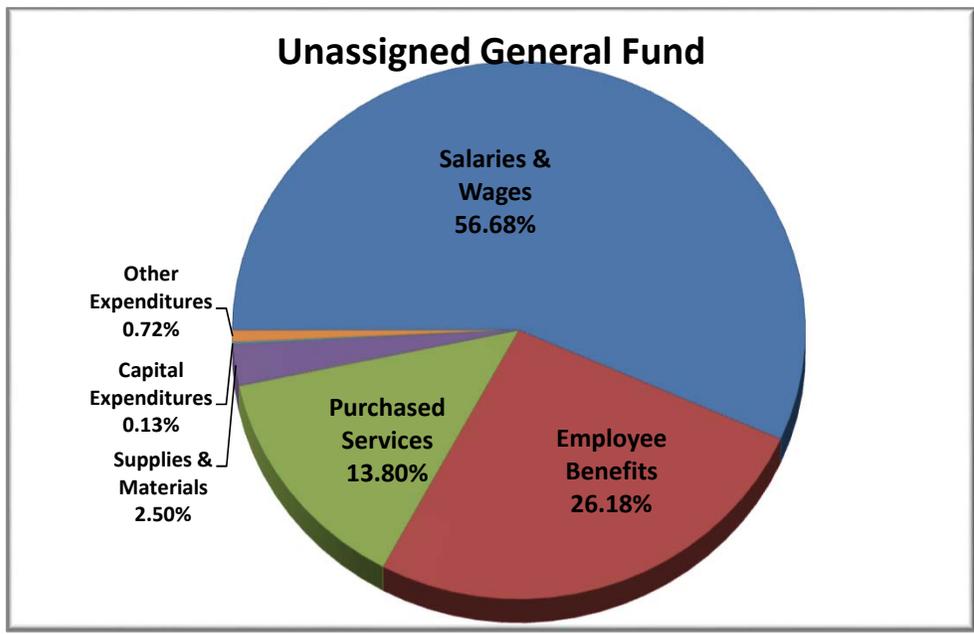
# HASTINGS ISD # 200 REVENUES by SOURCE

General Fund (1)	Final 17-18	Final 18-19	Revised 19-20	Adopted 20-21
<b>Restricted</b>				
001-020 Property Taxes	1,970,588	2,309,254	2,497,303	2,492,222
050-069 Fees/Admissions	101,765	97,633	102,000	102,000
070-079 3rd Party Medical Asst.	294,498	128,858	174,949	190,949
090-099 Interest, Rent & Gifts	33,765	35,110	30,000	30,000
200-399 State Aids	1,608,775	1,768,012	1,881,544	1,849,866
600-630 Sales & Insurance Recovery	19,049	37,498	0	0
	<u>4,028,440</u>	<u>4,376,366</u>	<u>4,685,796</u>	<u>4,665,037</u>
<b>Committed</b>				
090-099 Interest	12,689	7,109	12,000	12,000
090-099 E-Rate	6,840	0	0	0
090-099 Transfer from Unassigned	360,604	332,663	344,663	332,663
	<u>380,133</u>	<u>339,772</u>	<u>356,663</u>	<u>344,663</u>
<b>Unassigned</b>				
001-020 Property Taxes	7,169,170	8,382,067	8,679,363	8,551,038
001-020 Fiscal Disparity	1,414,672	1,418,037	1,667,626	1,753,481
021-049 Tuition	272,871	280,998	276,000	96,000
050-069 Fees & Admissions	329,716	328,482	337,623	372,629
090-099 Interest, Rent & Gifts	502,824	674,110	404,246	415,691
090-099 Transfers to Committed & F-11	(472,255)	(444,398)	(444,593)	(444,593)
200-399 State Aids	36,994,789	37,733,952	38,576,686	39,003,200
400-599 Federal Aids	1,465,955	1,383,806	1,394,740	1,380,915
600-630 Sales & Insurance Recovery	43,159	81,853	40,000	0
	<u>47,720,901</u>	<u>49,838,905</u>	<u>50,931,691</u>	<u>51,128,361</u>
<b>Student Activities Fund (10)</b>				
050-069 Fees/Admissions			206,000	206,000
090-099 Interest/Rent/Gifts/Grant			6,800	22,500
600-630 Sales			137,200	121,500
	<u>0</u>	<u>0</u>	<u>350,000</u>	<u>350,000</u>
<b>Deferred Accounts-Donations/Misc (11)</b>				
050-069 Fees/Admissions	105,982	114,726	125,000	125,000
090-099 Deferred Donations	(44,061)	(25,434)	0	0
090-099 Transfer from Unassigned	111,651	111,735	111,930	111,930
090-099 Interest/Rent/Gifts/Grant	376,005	485,837	384,000	384,000
600-630 Sales	97,445	94,361	130,000	130,000
	<u>647,022</u>	<u>781,224</u>	<u>750,930</u>	<u>750,930</u>
<b>Scholarships Fund (12)</b>				
090-099 Interest/Rent/Gifts/Grant			78,000	95,000
600-630 Sales			2,000	0
	<u>0</u>	<u>0</u>	<u>80,000</u>	<u>95,000</u>
<b>General Fund (01/10/11/12) Total</b>	<b>52,776,495</b>	<b>55,336,267</b>	<b>57,155,080</b>	<b>57,333,991</b>



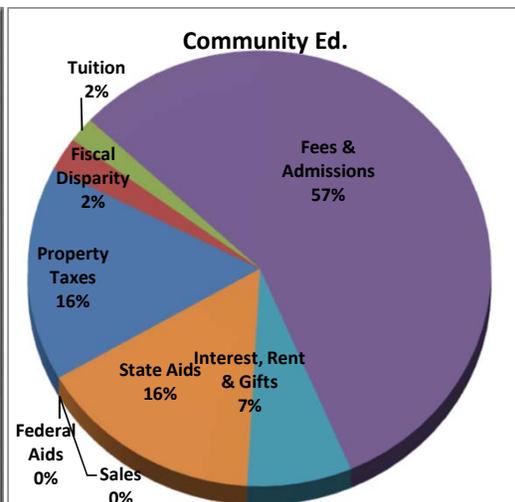
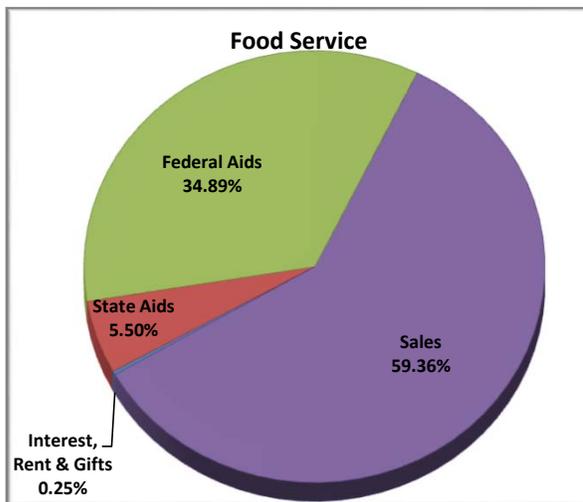
**HASTINGS ISD # 200 EXPENDITURES BY OBJECT**

<u>General Fund (1)</u>	<u>Final 17-18</u>	<u>Final 18-19</u>	<u>Revised 19-20</u>	<u>Adopted 20-21</u>
<b>Restricted</b>				
100-199 Salaries & Wages	622,982	645,391	764,420	780,136
200-299 Employee Benefits	319,047	259,171	293,791	307,035
300-399 Purchased Services	477,551	565,977	921,317	720,783
400-499 Supplies & Materials	574,574	306,762	677,438	623,054
500-599 Capital Expenditures	953,483	871,765	1,071,047	1,061,196
800-899 Other Expenditures	4,344	105	0	0
	<u>2,951,981</u>	<u>2,649,172</u>	<u>3,728,013</u>	<u>3,492,204</u>
<b>Committed</b>				
100-199 Salaries & Wages	158,733	42,760	18,251	51,664
200-299 Employee Benefits	20,468	454,548	324,328	90,741
300-399 Purchased Services	186,802	0	0	0
400-499 Supplies & Materials	212,790	0	0	0
500-599 Capital Expenditures	68,228	0	0	0
	<u>647,022</u>	<u>497,308</u>	<u>342,579</u>	<u>142,404</u>
<b>Unassigned</b>				
100-199 Salaries & Wages	27,041,807	27,612,825	28,566,928	30,029,387
200-299 Employee Benefits	13,160,668	12,773,962	13,143,060	13,872,914
300-399 Purchased Services	6,613,334	6,611,338	7,230,671	7,310,778
400-499 Supplies & Materials	1,046,197	1,339,216	1,324,502	1,323,547
500-599 Capital Expenditures	51,227	114,412	62,233	67,033
800-899 Other Expenditures	406,979	431,368	372,972	380,472
	<u>48,320,212</u>	<u>48,883,120</u>	<u>50,700,366</u>	<u>52,984,132</u>
<b>Student Activities Fund (10)</b>				
300-399 Purchased Services			98,000	136,500
400-599 Supplies & Capital			165,000	208,500
800-899 Other Expenditures			87,000	5,000
	<u>0</u>	<u>0</u>	<u>350,000</u>	<u>350,000</u>
<b>Deferred Accounts-Donations/Misc (11)</b>				
100-199 Salaries & Wages	158,733	150,143	130,000	130,000
200-299 Employee Benefits	20,468	19,685	23,352	23,352
300-399 Purchased Services	186,802	198,274	194,317	194,317
400-499 Supplies & Materials	212,790	244,872	378,261	378,261
500-599 Capital Expenditures	67,276	163,325	25,000	25,000
800-899 Other Expenditures	952	4,926	0	0
	<u>647,022</u>	<u>781,224</u>	<u>750,930</u>	<u>750,930</u>
<b>Scholarships Fund (12)</b>				
800-899 Other Expenditures			80,000	95,000
	<u>0</u>	<u>0</u>	<u>80,000</u>	<u>95,000</u>
<b>General Fund (01/10/11/12) Total</b>	<b>52,566,236</b>	<b>52,810,825</b>	<b>55,951,888</b>	<b>57,814,670</b>



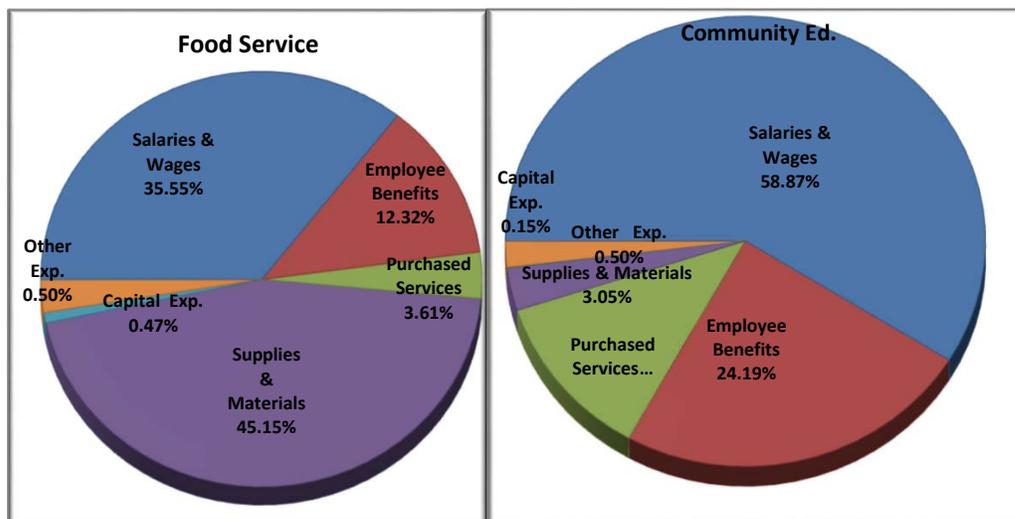
## HASTINGS ISD # 200 REVENUES by SOURCE

	Final <u>17-18</u>	Final <u>18-19</u>	Revised <u>19-20</u>	Adopted <u>20-21</u>
<b>Food Service (2)</b>				
090-099 Interest, Rent & Gifts	7,365	13,433	6,030	6,030
200-399 State Aids	126,785	126,780	125,144	131,898
400-599 Federal Aids	809,952	809,546	811,940	836,550
600-630 Sales	<u>1,407,769</u>	<u>1,409,572</u>	<u>1,413,097</u>	<u>1,423,290</u>
<b>Food Service Fund (2) Total</b>	<b>2,351,873</b>	<b>2,359,331</b>	<b>2,356,211</b>	<b>2,397,768</b>
<b>Community Service Fund (4)</b>				
001-020 Property Taxes	395,217	397,620	394,026	395,870
001-020 Fiscal Disparity	61,251	57,985	61,715	62,402
021-049 Tuition	56,089	49,859	46,249	46,249
050-069 Fees & Admissions	1,147,555	1,320,195	1,280,069	1,410,569
090-099 Interest, Rent & Gifts	167,547	250,681	190,016	181,589
200-399 State Aids	580,025	338,351	395,528	392,637
400-599 Federal Aids	8,569	0	0	0
600-630 Sales	<u>571</u>	<u>8,637</u>	<u>0</u>	<u>0</u>
<b>Community Service Fund (4) Total</b>	<b>2,416,824</b>	<b>2,423,329</b>	<b>2,367,603</b>	<b>2,489,316</b>
<b>Building Construction Fund (6)</b>				
090-099 Interest/Misc Rev	141,459	1,323,108	422,108	210,272
631-640 Sale of Bonds & Loans	<u>49,922,524</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Building Construction Fund (6) Total</b>	<b>50,063,983</b>	<b>1,323,108</b>	<b>422,108</b>	<b>210,272</b>
<b>Debt Service Fund (7)</b>				
001-020 Property Taxes	3,903,383	3,828,028	3,788,000	3,912,020
001-020 Fiscal Disparity	604,808	583,889	583,889	618,821
090-099 Interest/Misc Rev	352,469	450,304	387,244	440,592
200-399 State Aids/Credits	117,564	295,967	319,865	131,799
400-599 Federal Aids	0	0	0	0
631-640 Sale of Bonds & Loans	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Debt Service Fund (7) Total</b>	<b>4,978,224</b>	<b>5,158,188</b>	<b>5,078,998</b>	<b>5,103,232</b>
<b>Trust Fund (8 &amp; 18 - 8 moved to General Fund in 19-20)</b>				
090-099 Interest/Scholarship Receipts	95,692	113,800	5,000	2,500
600-630 Sales	<u>1,039</u>	<u>534</u>	<u>0</u>	<u>0</u>
<b>Trust Fund (8 &amp; 18) Total</b>	<b>96,731</b>	<b>114,334</b>	<b>5,000</b>	<b>2,500</b>
<b>Self-Funded Insurance (20-21)</b>				
080-099 Interest/Premiums/Prescription Rebates	<u>8,907,586</u>	<u>9,050,061</u>	<u>8,978,078</u>	<u>9,413,242</u>
<b>Self-Funded Insurance (20-21) Total</b>	<b>8,907,586</b>	<b>9,050,061</b>	<b>8,978,078</b>	<b>9,413,242</b>
<b>OPEB Irrevocable Trust Fund (45)</b>				
092 Interest	35,677	78,525	20,000	20,000
614 Contribution for Post Employment Benefit	<u>1,110,247</u>	<u>1,070,485</u>	<u>1,070,485</u>	<u>1,070,485</u>
<b>OPEB Irrevocable Trust Fund (45) Total</b>	<b>1,145,924</b>	<b>1,149,010</b>	<b>1,090,485</b>	<b>1,090,485</b>
<b>TOTAL ALL FUNDS</b>	<b>122,737,639</b>	<b>76,913,627</b>	<b>77,453,563</b>	<b>78,040,806</b>



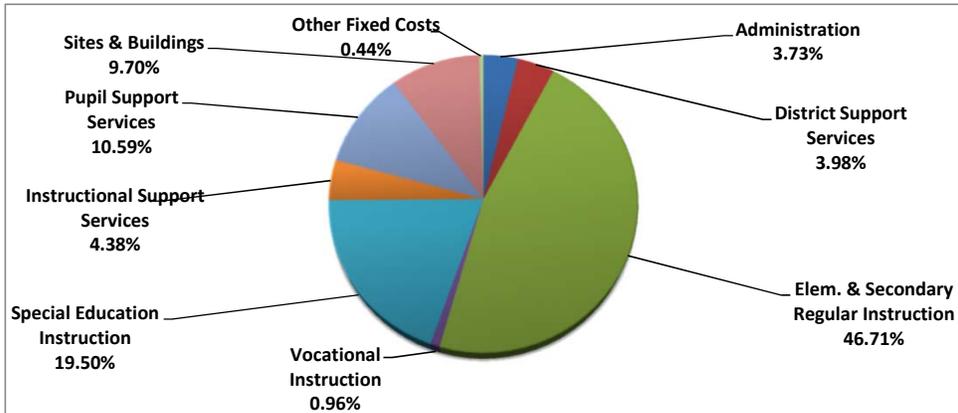
## HASTINGS ISD # 200 EXPENDITURES BY OBJECT

	<u>Final</u> <u>17-18</u>	<u>Final</u> <u>18-19</u>	<u>Revised</u> <u>19-20</u>	<u>Adopted</u> <u>20-21</u>
<b><u>Food Service (2)</u></b>				
100-199 Salaries & Wages	773,637	833,893	843,705	872,233
200-299 Employee Benefits	259,920	250,332	268,357	302,392
300-399 Purchased Services	85,196	103,743	112,200	88,500
400-499 Supplies & Materials	1,034,203	1,041,978	1,061,426	1,107,858
500-599 Capital Expenditures	194,721	23,106	40,000	20,000
800-899 Other Expenditures	<u>60,735</u>	<u>60,835</u>	<u>62,710</u>	<u>62,710</u>
<b>Food Service Fund (2) Total</b>	<b>2,408,411</b>	<b>2,313,888</b>	<b>2,388,398</b>	<b>2,453,693</b>
<b><u>Community Service Fund (4)</u></b>				
100-199 Salaries & Wages	1,340,323	1,429,657	1,433,287	1,623,159
200-299 Employee Benefits	500,023	533,248	596,890	667,067
300-399 Purchased Services	288,212	326,408	329,164	329,164
400-499 Supplies & Materials	104,801	94,534	83,991	83,991
500-599 Capital Expenditures	926	11,808	2,001	2,001
800-899 Other Expenditures	<u>55,310</u>	<u>52,777</u>	<u>51,774</u>	<u>51,774</u>
<b>Community Service Fund (4) Total</b>	<b>2,289,595</b>	<b>2,448,431</b>	<b>2,497,108</b>	<b>2,757,156</b>
<b><u>Building Construction Fund (6)</u></b>				
300-399 Purchased Services	1,093,120	1,153,612	2,360,874	2,254,195
400-499 Supplies & Materials	0	280,995	397,000	668,431
500-599 Capital Expenditures	1,286,137	10,237,771	13,521,668	5,084,084
790 Other Debt Service	<u>399,380</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Building Construction Fund (6) Total</b>	<b>2,778,637</b>	<b>11,672,378</b>	<b>16,279,542</b>	<b>8,006,710</b>
<b><u>Debt Service Fund (7)</u></b>				
500-599 Capital Expenditures	0	0	0	0
700-799 Debt Service	3,876,313	3,855,963	3,871,663	3,872,963
900-999 Other Financing Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Debt Service Fund (7) Total</b>	<b>3,876,313</b>	<b>3,855,963</b>	<b>3,871,663</b>	<b>3,872,963</b>
<b><u>Trust Fund (8 &amp; 18 - 8 moved to General Fund in 19-20)</u></b>				
300-399 Purchased Services	0	0	0	0
400-499 CE Retirement Payments	718	23,903	29,178	25,080
800-899 Scholarship Payments	<u>105,244</u>	<u>84,439</u>	<u>0</u>	<u>0</u>
<b>Trust Fund (8 &amp; 18) Total</b>	<b>105,962</b>	<b>108,342</b>	<b>29,178</b>	<b>25,080</b>
<b><u>Self-Funded Insurance Fund (20&amp;21)</u></b>				
300-499 Purchased Services/Supplies	<u>7,888,301</u>	<u>8,244,533</u>	<u>8,804,630</u>	<u>9,443,025</u>
<b>Self-Funded Insurance Fund (20&amp;21) Total</b>	<b>7,888,301</b>	<b>8,244,533</b>	<b>8,804,630</b>	<b>9,443,025</b>
<b><u>OPEB Irrevocable Trust Fund (45)</u></b>				
200-299 Employee Benefits	<u>437,944</u>	<u>674,328</u>	<u>240,706</u>	<u>93,172</u>
<b>OPEB Irrevocable Trust Fund (45) Total</b>	<b>437,944</b>	<b>674,328</b>	<b>240,706</b>	<b>93,172</b>
<b>TOTAL ALL FUNDS</b>	<b>72,351,398</b>	<b>82,128,686</b>	<b>90,063,112</b>	<b>84,466,468</b>



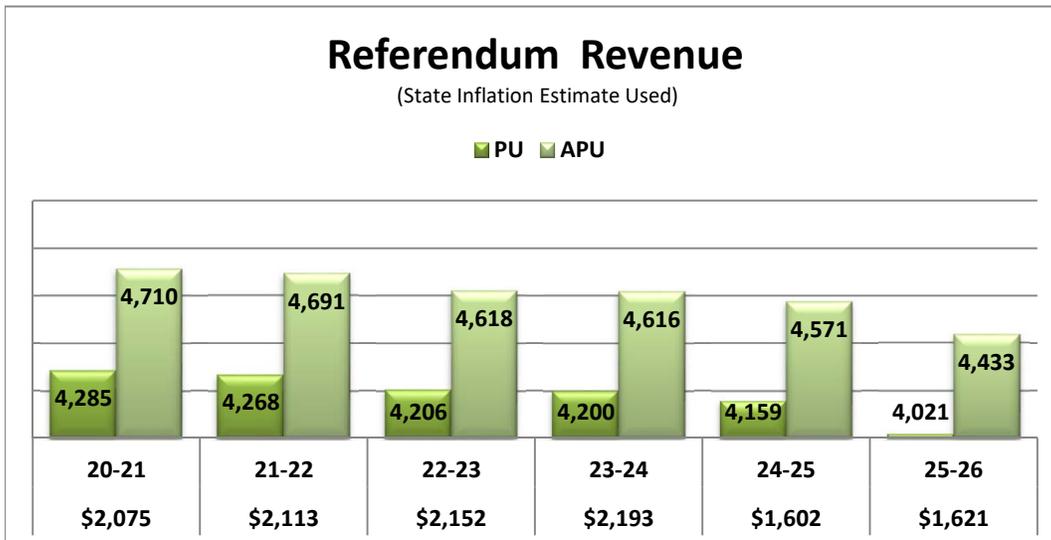
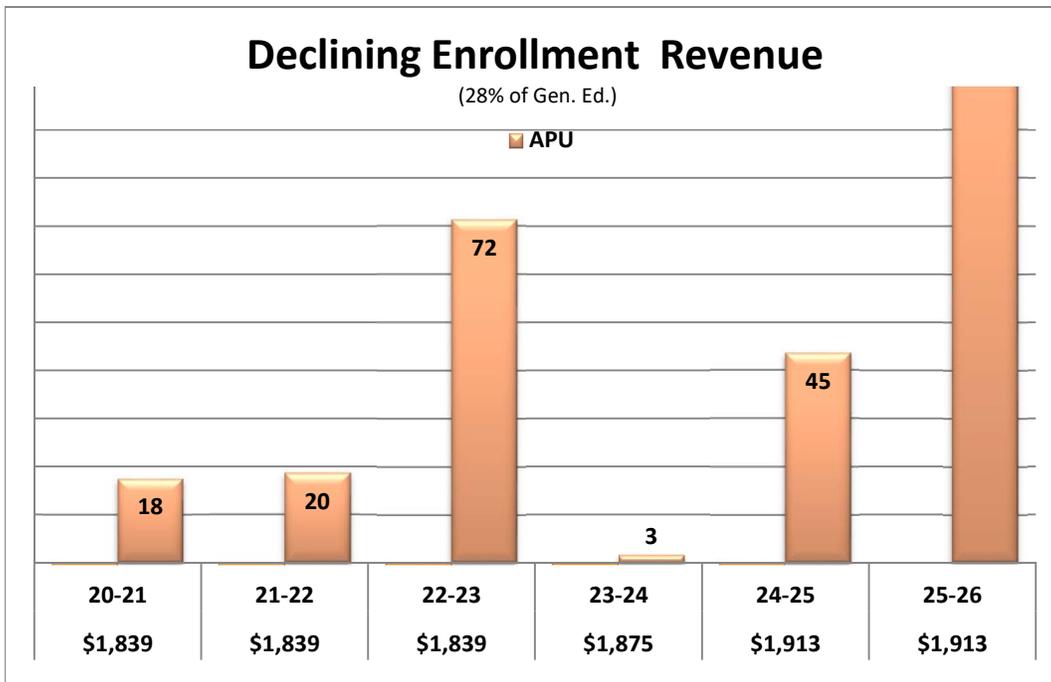
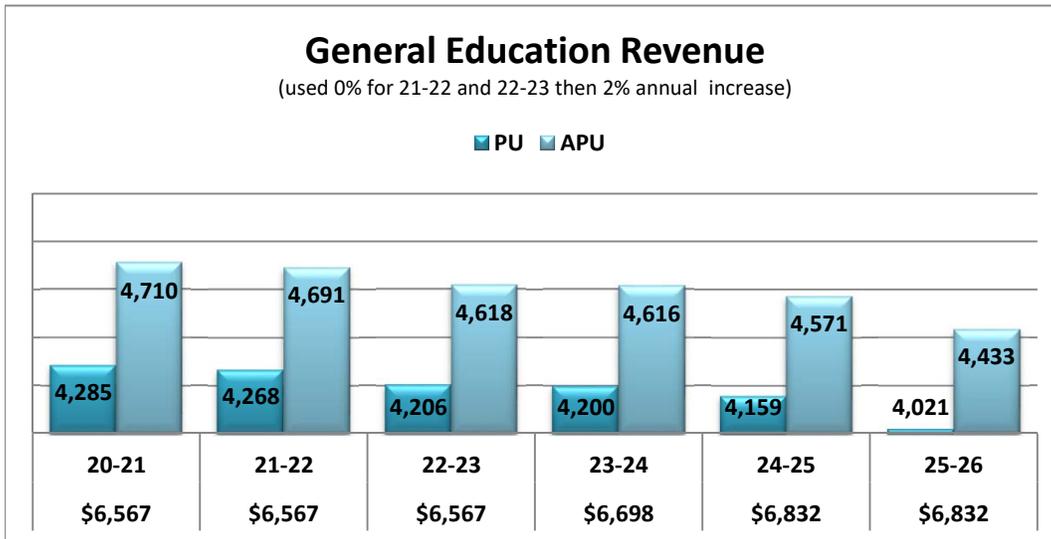
**HASTINGS ISD # 200 EXPENDITURES BY PROGRAM**

	Final 17-18	Final 18-19	Revised 19-20	Adopted 20-21
<b>General Fund (1)</b>				
000-099 Administration	2,068,931	2,081,046	2,286,768	2,114,250
100-199 District Support Services	2,010,268	2,362,116	2,164,636	2,255,186
200-299 Elem. & Secondary Regular Instruction	24,837,776	24,610,942	25,697,861	26,446,356
300-399 Vocational Instruction	434,191	458,064	526,701	544,019
400-499 Special Education Instruction	9,578,460	9,672,321	10,034,532	11,041,641
600-699 Instructional Support Services	2,398,884	2,462,236	2,862,316	2,479,345
700-799 Pupil Support Services	5,423,195	5,207,794	5,741,255	5,994,028
800-899 Sites & Buildings	5,024,872	5,041,037	5,298,930	5,492,320
900-999 Other Fixed Costs	<u>142,637</u>	<u>134,046</u>	<u>157,959</u>	<u>251,594</u>
<b>General Fund (1) Total</b>	<b>51,919,214</b>	<b>52,029,600</b>	<b>54,770,958</b>	<b>56,618,740</b>
<b>Student Activities Fund (10)</b>				
200-299 Elem. & Secondary Regular Instruction			<u>350,000</u>	<u>350,000</u>
<b>Student Activities Fund (10) Total</b>	<b>0</b>	<b>0</b>	<b>350,000</b>	<b>350,000</b>
<b>Donations Fund (11)</b>				
100-199 District Support Services	453	480	0	0
200-299 Elem. & Secondary Regular Instruction	506,546	604,937	750,930	750,930
300-399 Vocational Instruction	12,752	17,775	0	0
400-499 Special Education Instruction	34,030	53,393	0	0
600-699 Instructional Support Services	23,558	25,073	0	0
700-799 Pupil Support Services	69,682	79,567	0	0
800-899 Sites & Buildings	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Donations Fund (11) Total</b>	<b>647,022</b>	<b>781,224</b>	<b>750,930</b>	<b>750,930</b>
<b>Scholarships Fund (12)</b>				
960 Other Non-Recurring			<u>80,000</u>	<u>95,000</u>
<b>Scholarships Fund (12) Total</b>	<b>0</b>	<b>0</b>	<b>80,000</b>	<b>95,000</b>
<b>Food Service Fund (2)</b>				
700-799 Pupil Support Services	<u>2,408,411</u>	<u>2,313,888</u>	<u>2,388,398</u>	<u>2,453,693</u>
<b>Food Service Fund (2) Total</b>	<b>2,408,411</b>	<b>2,313,888</b>	<b>2,388,398</b>	<b>2,453,693</b>
<b>Community Service Fund (4)</b>				
500-599 Community Education & Services	2,247,901	2,404,516	2,449,950	2,709,999
700-799 Pupil Support Services	<u>41,693</u>	<u>43,915</u>	<u>47,157</u>	<u>47,157</u>
<b>Community Service Fund (4) Total</b>	<b>2,289,595</b>	<b>2,448,431</b>	<b>2,497,108</b>	<b>2,757,156</b>
<b>Building Construction Fund (6)</b>				
800-899 Sites & Buildings	<u>2,778,637</u>	<u>11,672,378</u>	<u>16,279,542</u>	<u>8,006,710</u>
<b>Building Construction Fund (6) Total</b>	<b>2,778,637</b>	<b>11,672,378</b>	<b>16,279,542</b>	<b>8,006,710</b>
<b>Debt Service Fund (7)</b>				
900-999 Other Fixed Costs	<u>3,876,313</u>	<u>3,855,963</u>	<u>3,871,663</u>	<u>3,872,963</u>
<b>Building Construction Fund (6) Total</b>	<b>3,876,313</b>	<b>3,855,963</b>	<b>3,871,663</b>	<b>3,872,963</b>
<b>Trust Fund (8 &amp; 18 - 8 moved to General Fund in 19-20)</b>				
960 Other Non-Recurring	<u>105,962</u>	<u>108,342</u>	<u>29,178</u>	<u>25,080</u>
<b>Trust Fund (8 &amp; 18) Total</b>	<b>105,962</b>	<b>108,342</b>	<b>29,178</b>	<b>25,080</b>
<b>Self-Funded Insurance (20 &amp; 21)</b>				
105 District Support Services	<u>7,888,301</u>	<u>8,244,533</u>	<u>8,804,630</u>	<u>9,443,025</u>
<b>Self-Funded Insurance (20 &amp; 21) Total</b>	<b>7,888,301</b>	<b>8,244,533</b>	<b>8,804,630</b>	<b>9,443,025</b>
<b>OPEB Irrevocable Trust Fund (45)</b>				
935 Post Employment Benefits	<u>437,944</u>	<u>674,328</u>	<u>240,706</u>	<u>93,172</u>
<b>Trust Fund (45) Total</b>	<b>437,944</b>	<b>674,328</b>	<b>240,706</b>	<b>93,172</b>
<b>TOTAL ALL FUNDS</b>	<b>72,351,398</b>	<b>82,128,686</b>	<b>90,063,112</b>	<b>84,466,468</b>



<b>Staffing Summary</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>19-20</b>	<b>20-21</b>	
(includes overload)	<b>Final</b>	<b>Final</b>	<b>Final</b>	<b>Final</b>	<b>Adopted</b>	
Kennedy	23.33	22.53	24.53	25.53	25.53	
McAuliffe	26.34	25.54	25.54	26.54	27.54	
Pinecrest	28.33	28.53	25.53	25.53	25.53	
<b>Total Elementary</b>	<b>78.00</b>	<b>76.60</b>	<b>75.60</b>	<b>77.60</b>	<b>78.60</b>	<b>1.0000</b>
<b>Middle School</b>	<b>63.915</b>	<b>62.815</b>	<b>63.3</b>	<b>63.9</b>	<b>63.3</b>	<b>(0.6000)</b>
<b>High School</b>	<b>72.203</b>	<b>70.636</b>	<b>71.952</b>	<b>73.169</b>	<b>72.402</b>	<b>(0.7670)</b>
<b>Special Education</b>	<b>58.4374</b>	<b>59.5131</b>	<b>59.8131</b>	<b>61.096</b>	<b>65.9</b>	<b>4.8040</b>
Spec Ed 3rd Party	0.5	2	2	2.5	2.5	0.0000
Special Ed ADSIS Grant	3.2	4	4	4	4	0.0000
<b>ALC-HS</b>	<b>2.8</b>	<b>2.8</b>	<b>2.8</b>	<b>2.8</b>	<b>3</b>	<b>0.2000</b>
<b>ESL</b>	<b>2.2</b>	<b>2.2</b>	<b>2.2</b>	<b>2.2</b>	<b>2.7</b>	<b>0.5000</b>
Harbor Shelter	2.168	2.168	2.25	0	0	
New Connections	0	0	0	0	0	
<b>Total New Con/Harbor</b>	<b>2.168</b>	<b>2.168</b>	<b>2.25</b>	<b>0</b>	<b>0</b>	<b>0.0000</b>
<b>Title/Gifted/Gen Fund</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0.0000</b>
<b>Teacher Spec Assign.</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>(1.0000)</b>
<b>Community Education</b>	<b>6.24</b>	<b>5.7</b>	<b>4.44</b>	<b>4.95</b>	<b>5.95</b>	<b>1.0000</b>
<b>Grand Total FTE's</b>	<b>293.6634</b>	<b>291.4321</b>	<b>291.3551</b>	<b>297.2150</b>	<b>302.3520</b>	<b>5.1370</b>
	0.187	-2.2313	-0.0770	6.8599	5.1370	

# Projected Pupil Units



<b>HASTINGS</b>					200			
		2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
EC		35.85	35.00	35.00	35.00	35.00	35.00	35.00
VPK								
Handicapped K		23.37	24.58	24.00	24.00	24.00	24.00	24.00
Kindergarten		271.65	285.63	278.94	282.24	261.84	264.84	273.96
Grade 1		302.40	272.57	291.77	285.95	289.25	268.85	271.85
Grade 2		307.33	317.47	283.97	302.83	297.01	300.31	279.91
Grade 3		287.80	308.67	319.02	286.57	305.43	299.62	302.92
Grade 4		306.61	298.59	315.50	326.13	293.68	312.54	306.73
Grade 5		345.76	323.50	306.52	321.59	332.22	299.77	318.63
Grade 6		325.85	354.92	331.75	314.12	329.20	339.83	307.38
Grade 7		350.88	322.98	355.59	334.13	316.51	331.58	342.21
Grade 8		328.42	359.97	327.29	357.44	335.98	318.36	333.43
Grade 9		413.80	351.49	393.02	359.48	389.62	368.17	350.54
Grade 10		382.48	398.70	342.67	386.94	353.41	383.55	362.10
Grade 11		336.63	343.17	365.73	312.70	356.98	323.44	353.59
Grade 12		351.25	333.34	338.66	362.69	309.67	353.95	320.41
Area Learning Ctr.		-	-	-	-	-	-	-
Grades PreK-12		4,346.71	4,305.99	4,285.41	4,267.82	4,205.80	4,199.81	4,158.66
Grades K-12		4,310.86	4,270.99	4,250.41	4,232.82	4,170.80	4,164.81	4,123.66
Grades K-4		1,475.79	1,482.93	1,489.19	1,483.71	1,447.22	1,446.16	1,435.37
917		7.69	10.00	10.00	10.00	10.00	10.00	10.00
Grades K-4 Elem. Sites		1,468.10	1,472.93	1,479.19	1,473.71	1,437.22	1,436.16	1,425.37
Grades 5-8		1,350.91	1,361.36	1,321.15	1,327.29	1,313.91	1,289.54	1,301.66
917		17.09	16.00	16.00	16.00	16.00	16.00	16.00
Grades 5-8 MS Site		1,333.82	1,345.36	1,305.15	1,311.29	1,297.91	1,273.54	1,285.66
Grades 9-12		1,484.16	1,426.70	1,440.07	1,421.82	1,409.68	1,429.11	1,386.63
ALC-STAARS-917		72.42	48.00	48.00	48.00	48.00	48.00	48.00
Grades 9-12 HS Site		1,411.74	1,378.70	1,392.07	1,373.82	1,361.68	1,381.11	1,338.63

This includes HK

**ISD #200 Capital 2020-2021 Adopted**

\*\*\*\*\*

**EQUIPMENT/BOOKS PLAN**

**Fixed Costs**

01-005-108-302-xxx-000	Network Adm Salary/Benefits	112,950	
01-005-850-302-896-000	Txs/Assessments	0	
01-005-107-302-380-000	2 Copiers Copy Center-Loffler Lease	46,764	thru 6/2021
	<b>Total Fixed</b>		<b>159,714</b>

**Other Costs**

01-005-203/211-302-460-341	Text Books-Initial	380,000
01-005-203/211-302-xxx-342	Text Books-Reoccurring	105,000

**Site Allocations**

01-005-810-302-529/530-035	Maintenance	10,000
01-129-211-302-460/520/530-026	High School	50,000
01-130-211-302-460/520/530-027	Middle School	35,000
01-609-203-302-460/520-530-028	Kennedy	10,000
01-610-203-302-460/520-530-029	Pinecrest	10,000
01-612-203-302-460/520-530-030	McAuliffe	10,000
01-100-420-302-305/530/555-031	Spec Services	2,000
01-136-211-302-305/530/555-032	ALC-HS	2,000
01-129-292-302-530-033	Athletics HS	7,000
01-130-292-302-530-034	Athletics MS	2,500
01-005-770-302-530-036	Food Service	2,000

**Total Other 625,500**

\*\*\*\*\*

**FACILITIES PLAN**

**Fixed Costs**

01-xxx-xxx-302-xxx-280	DW Projects/Equipment	300,000
01-xxx-xxx-302-xxx-280	DW Proj/Equip -carryover	0
	<b>Total Fixed</b>	<b>300,000</b>

**Other Costs-reduces fund balance**

**Total Other 0**

\*\*\*\*\*

<b>Total Expenses</b>	<b>1,085,214.38</b>
Aid	659,316.26
Levy	400,061.67
Sr Ctr Constr. Contribution	30,000.00
HS Parking	102,000.00
<b>Total Revenue</b>	<b>1,191,377.93</b>
<b>Beginning Fund Balance</b>	<b>3,555,479.88</b>
<b>Projected Ending Fund Balance</b>	<b>3,661,643.43</b>

106,164

106,164

**(13)**

**Misc. Capital - LTFM - Committed**

\*\*\*\*\*

**Capital Building Lease Levy**

	<b>Beginning Fund Balance</b>	<b>(38,050.23)</b>	
	<b>Lease Levy Revenue</b>	<b>508,615.16</b>	
01-005-850-302-370-287	Building Lease Levy Pmts	328,901.02	Various
01-005-810-302-580/581-287	Maint. Lease Levy Pmts	85,860.00	Till FY 2022
01-609-850-302-580/581-287	JFK Media Lease Levy Pmts	<u>136,242.84</u>	Till FY 2022
	<b>Lease Levy Expenditures</b>	<b>551,003.86</b>	
	<b>Ending Fund Balance</b>	<b>(80,438.93)</b>	
			1,699,993.09
			1,636,218.24

**LTFM**

	<b>Beginning Fund Balance</b>	<b>3,584,070.84</b>
R 01-xxx-865/866-xxx-xxx-xxx	<b>Revenue</b>	1,786,810.08
E 01-xxx-865/866-xxx-xxx-xxx	Planned expenditures	<u>600,000.00</u>
	<b>Ending Fund Balance</b>	<b>4,770,880.92</b>

<b>HASTINGS CAPITAL 2020-21 for Adopted</b>		
<b>Available Funds</b>		<b>300,000</b>
<b>SITE</b>	<b>DESCRIPTION</b>	<b>BUDGET</b>
HS	Dark Room Project-Remove Walls	\$15,000.00
HS	LED Retrofit for scene shop	\$5,000.00
MS	Storage Racks/Drains	\$10,000.00
JKF	Drinking fountains	\$10,000.00
DW	Maintenance Vehicle&Boom Trailer	\$60,000.00
Tilden	Washer/Dryer	\$5,000.00
JMF	LED Retrofit for JMF	\$5,000.00
MS	Acoustic Shell	\$27,500.00
<b>District To be determined</b>		<b>\$162,500.00</b>
<b>Total Budgeted 20-21</b>		<b>\$300,000.00</b>
<b>Reserve Carryover Next Year</b>		<b>\$0.00</b>



**Staff Development Detail                      20-21  
Adopted Budget**

Estimated APU                                      4,710.00  
 Formula Allowance                                \$6,567.00  
 Basic Revenue                                      \$30,930,570.00  
**Revenue    2% Set-Aside                      \$618,611.40**

Designated Budget                                \$239,092.00 *See below*  
**Chbk Staff Budget                                \$379,519.40**  
 Designated Carryover                             \$0.00 *See below*  
**Expenditures                                      \$618,611.40**

		20-21	Prior Yr Carry Over	Total 20-21 Adopted Budget
Mentoring Program	307/000	16,027	0	16,027
AFT Teach Academy	307/105	4,000	0	4,000
Supt	308/303	10,000	0	10,000
High School	306/000	20,552	0	20,552
Middle School	306/000	18,673	0	18,673
Kennedy	306/000	7,755	0	7,755
Pinecrest	306/000	7,755	0	7,755
McAuliffe	306/000	7,766	0	7,766
Curriculum Development	308/000	107,376	0	107,376
Related Services	308/299	1,000	0	1,000
District Technology Development	308/302	6,193	0	6,193
District Wide Initiatives (ema)	308/300	31,995	0	31,995
		<b>239,092</b>	<b>0</b>	<b>239,092.00</b>

Carryover budgets are not available until the Revised Budget

**PROPOSED SCHOOL PROPERTY TAX LEVY  
Hastings Public School # 200**

	2018 Pay 2019 for 19-20	2019 Pay 2020 for 20-21	<u>Change</u>
	<u>Levy</u>	<u>Levy</u>	
<b>PROPERTY TAXES DETERMINED BY STATE LEGISLATION</b>			
General Fund (Excludes Referendum)	6,347,821	6,363,327	15,506
Community Education & Services	<u>455,574</u>	<u>459,504</u>	<u>3,930</u>
<b>Total Based Upon State Legislation</b>	<b>6,803,395</b>	<b>6,822,831</b>	<b>19,436</b>
		0.29%	
<b>PROPERTY TAX AUTHORITY PROVIDED BY LOCAL VOTERS</b>			
Referendum Levy	<b>6,413,182</b>	<b>6,360,414</b>	<b>(52,768)</b>
<b>Total Based on Voter Authority</b>		-0.82%	
<b>DEBT REDEMPTION LEVY</b>			
Voter Approved Building Bonds	4,275,471	4,276,891	1,421
Alternative Facility H & S	<u>270,736</u>	<u>279,817</u>	<u>9,081</u>
<b>Total Debt Redemption Levy</b>	<b>4,546,207</b>	<b>4,556,708</b>	<b>10,502</b>
		0.23%	
<b>TOTAL PROPERTY TAXES</b>	<b>17,762,784</b>	<b>17,739,953</b>	<b>(22,830)</b>
<b>Percent Increase in Tax Levy</b>		<b>-0.13%</b>	
TAX BASE (Adjusted Net Tax Capacity for District)	40,120,004	42,816,507	2,696,503
		6.72%	
Referendum Market Value	3,008,697,650	3,225,713,396	217,015,746
		7.21%	

# Projects By Funding Source and School

	Previous Years	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Later Years	Project Total
<b>LTFM-initial district revenue</b>													
<b>District Wide</b>													
Facilities Consult CESO	\$105,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$490,000
FMS System	\$8,700	\$2,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,600
H & S Annual	\$437,360	\$154,153	\$162,997	\$151,778	\$150,698	\$154,298	\$157,178	\$157,698	\$151,298	\$152,678	\$151,298	\$151,298	\$2,132,732
To be determined LTFM	\$428,813	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$428,813
<b>Subtotal - District Wide</b>	<b>\$979,874</b>	<b>\$192,053</b>	<b>\$197,997</b>	<b>\$186,778</b>	<b>\$185,698</b>	<b>\$189,298</b>	<b>\$192,178</b>	<b>\$192,698</b>	<b>\$186,298</b>	<b>\$187,678</b>	<b>\$186,298</b>	<b>\$186,298</b>	<b>\$3,063,146</b>
<b>High School</b>													
ADA platforms	\$11,243	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,243
Concessions-cabinets/countertops	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,700	\$0	\$0	\$0	\$0	\$28,700
Countertops-lecture room replace	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,200	\$0	\$0	\$0	\$0	\$17,200
Countertops-stainless steel-Pottery-Silk	\$24,971	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,971
Doors repair entrance	\$1,278	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,278
Doors-150,replace door &	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$286,900	\$0	\$0	\$0	\$0	\$286,900
Doors-replace east vestibule entry doors	\$0	\$43,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,000
Doors-replace on bathroom stall wall	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
EIFS	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Floors, areas, ceiling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$650,000	\$0	\$0	\$650,000
Freezer Compressor-move to roof when	\$0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
Generator to ground	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,500	\$0	\$0	\$58,500
Gym court-replace wood with synthetic	\$205,508	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$205,508
Kitchen-Dishwasher booster heater	\$9,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000
Lift Gate-repair/replace	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000

	<i>Previous Years</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>Later Years</i>	<i>Project Total</i>
<b><i>LTFM-initial district revenue</i></b>													
Mech-Boilers replace with new high	\$0	\$0	\$0	\$183,600	\$0	\$0	\$0	\$0	\$0	\$0	\$205,000	\$0	\$388,600
Mech-Domestic Hot Water Tank 1000	\$62,299	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$62,299
Mech-Hot water heater-gas	\$0	\$0	\$28,868	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,868
Mech-Pulse Boiler #3&4	\$0	\$0	\$0	\$159,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$159,444
Mech-Water softening system rebuild	\$38,220	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,220
Mirrors-restrooms/locker rooms	\$23,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,000
P.Lot HS-E-seal/reclaim/reconstruct	\$47,801	\$0	\$0	\$0	\$81,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$128,801
P.Lot HS-N-seal/reclaim/reconstruct	\$47,801	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$87,801
P.Lot HS-S-seal/reclaim/reconstruct	\$251,703	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$371,703
P.Lot.HS-W	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
PA System	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Paint-auditorium wall right & left	\$1,198	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,198
Paint-walkway by fieldhouse	\$2,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,900
Pod workstations- 4, replace panels	\$46,194	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,194
Roof HS	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Sidewalks-repour raised	\$3,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,400
Sill-replace bleacher storage area	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700	\$0	\$0	\$0	\$0	\$1,700
Skylight Translucent Panel Recoating	\$0	\$0	\$0	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000
Steps-replace at service entry	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Tennis Courts - Reseal	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
Tennis courts-rebuild existing 10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Track	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000	\$0	\$0	\$0	\$0	\$90,000	\$180,000
Tuckpoint	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Varsity Baseball Field	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Wall covering-repair parition & vinyl	\$23,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,000
Window Seal Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
<b><i>Subtotal - High School</i></b>	<b>\$934,517</b>	<b>\$103,000</b>	<b>\$28,868</b>	<b>\$921,044</b>	<b>\$121,000</b>	<b>\$60,000</b>	<b>\$490,000</b>	<b>\$1,414,500</b>	<b>\$0</b>	<b>\$908,500</b>	<b>\$205,000</b>	<b>\$90,000</b>	<b>\$5,276,430</b>

	<i>Previous Years</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>Later Years</i>	<i>Project Total</i>
<b><i>LTFM-initial district revenue</i></b>													
<b><i>Kennedy</i></b>													
Accessibility-stage	\$0	\$0	\$0	\$48,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,700
Accessible-classroom sinks	\$0	\$0	\$0	\$157,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$157,200
Accessible-serving line	\$0	\$0	\$0	\$3,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,400
Accessible-signage	\$4,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,100
Assessible-door	\$5,630	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,630
Burglar Alarm Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
Concrete-loading dock	\$22,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,500
Doors-repair & varnish (40)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$10,000
Doors-replace (20)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,400	\$0	\$0	\$0	\$34,400
Doors-under stage in gym	\$0	\$0	\$0	\$10,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,400
Fan Unit - North Campus	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Fence-SE teacher lot	\$2,475	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,475
Fire Alarm Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Floor-cafeteria	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000
Floor-repair cracked terrazzo	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,100	\$0	\$0	\$0	\$11,100
Floors, areas, ceiling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$40,000
Lighting-controls new LED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$107,000	\$0	\$0	\$107,000
Lighting-Exterior-playground yard light	\$11,038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,038
Loading Dock	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,800	\$0	\$0	\$0	\$34,800
Mech-bldg controls & automation	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000
Mech-Boiler replace w/high efficiency	\$0	\$0	\$0	\$0	\$97,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$97,500
Mech-Breakers-kitchen sinks	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800	\$0	\$0	\$0	\$0	\$2,800
Mech-Exhaust-toilet/custodial	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$69,500	\$0	\$0	\$0	\$0	\$69,500
Mech-Fire protection-water based	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
Mech-Tube radiation-kitchen	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,100	\$0	\$0	\$0	\$11,100
Mech-Valves-replace domestic water	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,900	\$0	\$0	\$0	\$0	\$20,900

	<i>Previous Years</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>Later Years</i>	<i>Project Total</i>
<b><i>LTFM-initial district revenue</i></b>													
Mech-water softening system	\$8,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,350
P.Lot K-E-seal/reclaim/reconstruct	\$3,741	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,741
P.Lot K-N-seal/reclaim/reconstruct	\$3,741	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,741
P.Lot K-SE-seal/reclaim/reconstruct	\$35,952	\$0	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,452
P.Lot K-W-seal/reclaim/reconstruct	\$3,741	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,741
Paint handrail at concrete steps	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300
Playground-bituminous	\$36,578	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,578
Recommission	\$0	\$0	\$0	\$64,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64,000
Roof Replacement - North Campus	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000
Roof-garage storage ce	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000
Sidewalk- replace 100 feet/paint	\$16,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,600
Tuckpoint	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,000	\$0	\$0	\$28,000
Univent Replacement	\$0	\$0	\$0	\$0	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000
Wall-remove lunch tables-fill concrete	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,900	\$0	\$0	\$0	\$13,900
<b><i>Subtotal - Kennedy</i></b>	<b>\$179,747</b>	<b>\$0</b>	<b>\$37,500</b>	<b>\$303,700</b>	<b>\$1,402,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$93,200</b>	<b>\$115,300</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$120,000</b>	<b>\$2,426,947</b>
<b><i>McAuliffe</i></b>													
Accessible-comp. station	\$1,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700
Accessible-door	\$12,368	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,368
Accessible-signage	\$4,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,100
Doors-boiler rm/dock	\$0	\$0	\$0	\$6,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,300
Flag Pole with lights	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
Floor-repair cracked terrazzo	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,400	\$0	\$0	\$0	\$0	\$10,400
Floors,areas,ceiling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$120,000
Floor-sand gym floor	\$0	\$0	\$0	\$0	\$0	\$0	\$37,000	\$0	\$0	\$0	\$0	\$0	\$37,000
Lighting-controls, new LED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,000	\$0	\$0	\$54,000
Lighting-Exterior-playground yard light	\$10,209	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,209
Mech-Breakers-kitchen sinks	\$0	\$0	\$0	\$1,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,400
Mech-controls, upgrade front end	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$152,000	\$0	\$0	\$152,000

	<i>Previous Years</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>Later Years</i>	<i>Project Total</i>
<b><i>LTFM-initial district revenue</i></b>													
P.Lot M-E-seal/reclaim/reconstruct	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$30,000
P.Lot M-N-seal/reclaim/reconstruct	\$10,000	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
P.Lot M-W-seal/reclaim/reconstruct	\$0	\$0	\$0	\$100,000	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$115,000
PA System	\$23,614	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,614
Recommission	\$0	\$0	\$0	\$0	\$0	\$87,200	\$0	\$0	\$0	\$0	\$0	\$0	\$87,200
Tuckpoint	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$20,000
<b><i>Subtotal - McAuliffe</i></b>	<b>\$61,990</b>	<b>\$7,000</b>	<b>\$0</b>	<b>\$122,700</b>	<b>\$0</b>	<b>\$87,200</b>	<b>\$82,000</b>	<b>\$10,400</b>	<b>\$0</b>	<b>\$346,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$717,290</b>
<b><i>Middle School</i></b>													
Accessible-serving line cafeteria	\$0	\$0	\$0	\$3,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,400
Auditorium-new risers	\$0	\$0	\$0	\$13,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,000
CAT walkway above windows	\$13,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,170
Catch Basin Repair	\$0	\$0	\$5,155	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,155
Doors-replace 200 interior	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$413,100	\$0	\$0	\$0	\$413,100
Doors-replace auditorium/band/choir	\$43,948	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,948
Elevator repair/replace	\$78,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$78,160
Floor-repair cracks in terrazzo	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,000	\$0	\$0	\$0	\$23,000
Floors, areas, ceiling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$550,000	\$0	\$0	\$550,000
Foundation-seal brick for basement	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
Gym-paint	\$10,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,271
P.Lot MS-N-seal/reclaim/reconstruct	\$26,527	\$0	\$0	\$0	\$33,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,777
P.Lot MS-S-seal/reclaim/reconstruct	\$21,527	\$0	\$0	\$0	\$33,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,777
PA System	\$109,289	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$109,289
Playground - Special Ed	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Pool-epoxy floor from pool to lockers	\$22,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,000
Pool-rebuild chlorine generator	\$8,216	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,216
Pool-water heater	\$22,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,500
Track	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
<b><i>Subtotal - Middle School</i></b>	<b>\$358,108</b>	<b>\$0</b>	<b>\$5,155</b>	<b>\$16,400</b>	<b>\$66,500</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$436,100</b>	<b>\$550,000</b>	<b>\$0</b>	<b>\$400,000</b>	<b>\$1,882,263</b>

	<i>Previous Years</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>Later Years</i>	<i>Project Total</i>
--	---------------------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	------------------------	--------------------------

***LTFM-initial district revenue***

***Pinecrest***

Accessible-serving line	\$0	\$0	\$0	\$3,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,400
Accessible-signage	\$5,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,500
Boiler rm-guardrail replace	\$1,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700
Burglar Alarm Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
Carpet-office/some classrooms	\$6,190	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,190
Concrete-west entry	\$6,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,800
Deferred Maint.-multiple	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000
Doors-classrooms	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Doors-repair varnish (40)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,300	\$0	\$0	\$0	\$0	\$10,300
Doors-replace bathroom partition	\$3,124	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,124
Fire Alarm Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Floor-repair cracked terrazzo	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000
Floors, areas, ceiling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000	\$0	\$0	\$95,000
Lighting-controls, new LED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$80,000
Mech-Bldg controls/Automation System	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000
Mech-Boiler new high efficiency	\$0	\$0	\$0	\$0	\$97,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$97,500
Mech-water heater	\$8,534	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,534
P.Lot P-E-seal/reclaim/reconstruct	\$8,435	\$0	\$0	\$0	\$15,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,685
P.Lot P-W-seal/reclaim/reconstruct	\$8,435	\$0	\$0	\$0	\$15,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,685
Recommission	\$0	\$0	\$71,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$71,100
Univent Replacement	\$0	\$0	\$0	\$0	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000

***Subtotal - Pinecrest***

	\$48,718	\$0	\$71,100	\$3,400	\$1,378,000	\$30,000	\$80,000	\$10,300	\$0	\$175,000	\$150,000	\$120,000	\$2,066,518
--	----------	-----	----------	---------	-------------	----------	----------	----------	-----	-----------	-----------	-----------	-------------

***Tilden***

Accessible-NE ext door handicap	\$3,953	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,953
Accessible-signage	\$2,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800
Deferred Maint.-multiple	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$300,000
Doors-outdoor	\$0	\$0	\$0	\$6,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,300

	<i>Previous Years</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>Later Years</i>	<i>Project Total</i>
<b><i>LTFM-initial district revenue</i></b>													
Floor-repair cracked terrazzo	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
Floors, areas, ceilings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,500	\$0	\$0	\$22,500
Lighting-fixtures & controls	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,500	\$0	\$0	\$29,500
Mech-bldg controls to digital/improve	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Mech-Climate controls & vent. east	\$22,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,300
Mech-heating system w/high efficiency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$556,000	\$0	\$0	\$0	\$0	\$556,000
P.Lot T-E-seal/reclaim/reconstruct	\$46,165	\$0	\$0	\$0	\$14,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,665
P.Lot T-W-seal/reclaim/reconstruct	\$14,450	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,450
Tech-PA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,100	\$0	\$0	\$0	\$27,100
Tuckpoint & caulk	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
<b><i>Subtotal - Tilden</i></b>	<b>\$109,668</b>	<b>\$0</b>	<b>\$0</b>	<b>\$56,300</b>	<b>\$17,500</b>	<b>\$10,000</b>	<b>\$0</b>	<b>\$556,000</b>	<b>\$27,100</b>	<b>\$52,000</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$1,128,568</b>
<b><i>Todd Field</i></b>													
Fencing Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
P.Lot TF-W	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$5,000
<b><i>Subtotal - Todd Field</i></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$30,000</b>
<b><i>Subtotal - LTFM-initial district revenue</i></b>	<b>\$2,672,622</b>	<b>\$302,053</b>	<b>\$340,620</b>	<b>\$1,610,322</b>	<b>\$3,171,198</b>	<b>\$426,498</b>	<b>\$869,178</b>	<b>\$2,277,098</b>	<b>\$769,798</b>	<b>\$2,394,178</b>	<b>\$841,298</b>	<b>\$916,298</b>	<b>\$16,591,162</b>
<b><i>Grand Total:</i></b>	<b>\$2,672,622</b>	<b>\$302,053</b>	<b>\$340,620</b>	<b>\$1,610,322</b>	<b>\$3,171,198</b>	<b>\$426,498</b>	<b>\$869,178</b>	<b>\$2,277,098</b>	<b>\$769,798</b>	<b>\$2,394,178</b>	<b>\$841,298</b>	<b>\$916,298</b>	<b>\$16,591,162</b>

FY 22 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/6/2020												
200	Type in School District Number															
	HASTINGS PUBLIC SCHOOL DISTRICT															
			Change only if requiring levy adjustments	Payable 2020 LLC Certification	Current Estimate											
Calculations for Ten Year Projection				Pay 20 LLC #	FY 2020	FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
1	Type your district number in cell A2 (Minneapolis = 1.2)															
2	Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 17 to 18, 20, 21, 26, 27 and 50															
3	Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33															
4	Look-up data from following tabs															
5	Initial Formula Revenue															
6	Current year APU	57		4,725.20	4,710.02	4,690.51	4,618.23	4,615.62	4,571.12	4,433.26	4,340.00	4,289.86	4,239.64	4,239.64		
6a	Additional Pre-K Pupil Units ( line 19 of Pre-K application)															
6b	Total Adjusted Pupil Units = (6) + (6a)				4,710.02	4,690.51	4,618.23	4,615.62	4,571.12	4,433.26	4,340.00	4,289.86	4,239.64	4,239.64		
7	District average building age (uncapped)	451		37.87	37.87	38.87	39.87	40.87	41.87	42.87	43.87	44.87	45.87	46.87		
8	Formula allowance			\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00		
9	Building age ratio = (Lesser of 1 or (7) / 35)			1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000		
10	Initial revenue = (6) * (8) * (9)			453	1,795,576	1,789,808	1,782,394	1,754,927	1,753,936	1,737,026	1,684,639	1,649,200	1,630,147	1,611,063	1,611,063	
11	Added revenue for Eligible H&S Projects > \$100,000 / site															
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess			702		373,367	377,042	374,026	376,136	-	-	-	-	-	-	
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)			756		23,128	23,356	23,169	23,300	-	-	-	-	-	-	
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)			701		-	-	-	-	-	-	-	-	-	-	
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)			755		-	-	-	-	-	-	-	-	-	-	
17	Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue			767		-	-	-	-	-	-	-	-	-	-	
18	Pay as you go revenue for eligible new H&S projects > \$100,000 / site			455		-	-	-	-	-	-	-	-	-	-	
19	Total additional revenue for eligible H&S projects >\$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)			456		350,238	350,238	353,686	350,857	352,836	-	-	-	-	-	
	Added revenue for Pre-K remodeling (for VPK approvals only)															
20a	Net debt service for bonds approved for Pre-K remodeling			768		-	-	-	-	-	-	-	-	-	-	
20b	Pay as you go for projects approved for Pre-K remodeling			457		-	-	-	-	-	-	-	-	-	-	
20c	Total Pre-K revenue					-	-	-	-	-	-	-	-	-	-	
20d	Total New Law Revenue (10) + (19) + (20c)			458		2,140,046	2,136,080	2,105,784	2,106,772	1,737,026	1,684,639	1,649,200	1,630,147	1,611,063	1,611,063	

FY 22 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/6/2020												
200	<= Type in School District Number															
	HASTINGS PUBLIC SCHOOL DISTRICT															
			Change only if requiring levy adjustments	Payable 2020 LLC Certification	Current Estimate											
Calculations for Ten Year Projection				Pay 20 LLC #	FY 2020	FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
<b>Old Formula revenue</b>																
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2022)			459	152,163	152,163	-	-	-	-	-	-	-	-	-	-
22	Old formula alt facilities debt revenue (1A) - gross before debt excess			701												
23	Debt Excess allocated to line 22															
24	Old formula alt facilities debt revenue (1A) - debt excess			765												
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)			766		350,238	353,686	350,857	352,836							
26	Old formula alt facilities pay as you go revenue (1A)			460												
27	Old formula alt facilities pay as you go revenue (1B) > \$500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2022)			463												
27a	LTFM "H&S >100K per site" bonds			767												
27b	LTFM "other" bonds for 1A hold harmless			769												
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * (\$64 / formula allowance))			466		301,441	300,193	295,567	295,400	292,552	283,729	277,760	274,551	271,337	271,337	
29	Total old formula revenue = (21)+(24)+(25)+(26)+(27)+(27a)+(27b)+(28)			467	804,814	803,843	653,878	646,423	648,236	292,552	283,729	277,760	274,551	271,337	271,337	
30	<b>Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]</b>			468	2,145,814	2,140,046	2,136,080	2,105,784	2,106,772	1,737,026	1,684,639	1,649,200	1,630,147	1,611,063	1,611,063	
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number			469												
32	<b>District LTFM Revenue (30) - (31)</b>			470	2,145,814	2,140,046	2,136,080	2,105,784	2,106,772	1,737,026	1,684,639	1,649,200	1,630,147	1,611,063	1,611,063	
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)			471	2,009	1,993	2,053	23,063	24,219	56,710	25,445	43,557	11,488	2,525	2,525	
34	<b>Grand Total LTFM Revenue (32) + (33)</b>			472	2,147,824	2,142,039	2,138,133	2,128,847	2,130,991	1,793,736	1,710,084	1,692,757	1,641,635	1,613,588	1,613,588	
<b>Aid and Levy Shares of Total Revenue</b>																
35	For ANTC & APU, three year prior date															
36	Three year prior Ag Modified ANTC			33	40,485,378	40,485,378	42,868,319	44,583,052	46,366,374	48,221,029	50,149,870	52,155,865	54,242,100	56,411,784	58,668,255	
37	Three year prior Adjusted PU (New Weights)			54	4,807.37	4,807.40	4,779.40	4,738.12	4,727.88	4,723.11	4,723.11	4,723.11	4,723.11	4,723.11	4,723.11	
38	ANTC / APU = (36) / (37)			474	8,421.52	8,421.47	8,969.39	9,409.44	9,807.00	10,209.60	10,617.99	11,042.71	11,484.41	11,943.79	12,421.54	
39	State average ANTC / APU with ag value adjustment			475	8,569.99	8,569.99	9,139.23	9,569.17	9,960.02	10,358.00	10,772.00	11,203.00	11,651.00	12,117.00	12,602.00	
40	Equalizing Factor = 123% of (39)			476	10,541.09	10,541.09	11,241.25	11,770.08	12,250.82	12,740.34	13,249.56	13,779.69	14,330.73	14,903.91	15,500.46	
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))			477	79.89%	79.89%	79.79%	79.94%	80.05%	80.14%	80.14%	80.14%	80.14%	80.14%	80.14%	
42	State (aid) share of Equalized Revenue (1 - (41))			478	20.11%	20.11%	20.21%	20.06%	19.95%	19.86%	19.86%	19.86%	19.86%	19.86%	19.86%	
43	Equalized Revenue (lesser of (34) or (6) * (8))			473	1,795,576	1,789,808	1,782,394	1,754,927	1,753,936	1,737,026	1,684,639	1,649,200	1,630,147	1,611,063	1,611,063	
44	Initial LTFM State Aid (42) * (43)			479	361,034	359,898	360,222	351,973	349,879	345,043	334,596	327,571	323,774	319,979	320,012	
45	Old formula Grandfathered Alternative Facilities Aid			481												
46	Total LTFM State Aid (Greater of (44) or (45))			482	361,034	359,898	360,222	351,973	349,879	345,043	334,596	327,571	323,774	319,979	320,012	
47	Total LTFM Levy (34) - (46) (including coop/intermediate)			485	1,786,790	1,782,142	1,777,910	1,776,874	1,781,112	1,448,693	1,375,488	1,365,186	1,317,861	1,293,609	1,293,576	
48	<b>Debt Service Portion of Revenue (non-grandfather districts)</b>															
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (24)			765+766+767+768		350,238	353,686	350,857	352,836							
50	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05			769												
51	Total Debt Service Revenue = (49) + (50)			770		350,238	353,686	350,857	352,836							
52	Equalized debt Service Revenue (lesser of (43) or (51))			486		350,238	353,686	350,857	352,836							
53	Debt Service Aid = (52) * (42)			488		70,427	71,480	70,369	70,385							
54	Equalized Debt Service Levy = (52) - (53)			489		279,812	282,206	280,488	282,452							
55	Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))			490												
56	<b>General Fund Portion of Revenue (non-grandfather districts)</b>															
57	Total General Fund Revenue = (34) - (51)			491		1,791,801	1,784,447	1,777,990	1,778,155	1,793,736	1,710,084	1,692,757	1,641,635	1,613,588	1,613,588	
58	General Fund Equalized Revenue = (43) - (52)			492		1,439,569	1,428,708	1,404,071	1,401,099	1,737,026	1,684,639	1,649,200	1,630,147	1,611,063	1,611,063	
59	Total General Fund Aid = (46) - (53)			493		289,471	288,742	281,604	279,494	345,043	334,596	327,571	323,774	319,979	320,012	
60	General Fund Equalized Levy = (58) * (41)			494		1,150,098	1,139,966	1,122,467	1,121,605	1,391,983	1,350,043	1,321,629	1,306,373	1,291,084	1,291,051	
61	General Fund Unequalized levy = (57) - (58)			495		352,231	355,739	373,920	377,055	56,710	25,445	43,557	11,488	2,525	2,525	

FY 22 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/6/2020										
200	<= Type in School District Number													
	HASTINGS PUBLIC SCHOOL DISTRICT													
		Change only												
		if requiring levy	Payable 2020											
Calculations for Ten Year Projection				Pay 20	adjustments	LLC Certification	Current Estimate							
	LLC #	FY 2020	FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
62	Total General Fund Levy = (60) + (61)	496		1,502,330	1,495,704	1,496,386	1,498,660	1,448,693	1,375,488	1,365,186	1,317,861	1,293,609	1,293,576	
	<b>Notes:</b> 1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid. 2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan. 3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.													

	Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266	<b>Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only</b>	ED - 02478-06
---	--	---	---------------

**Instructions:** Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information								
District Name:	Hastings Public Schools	Date:	6/19/2020								
District Number:	0200-01	Email:	jseubert@hastings.k12.mn.us								
District Contact Name:	Jennifer Seubert										
Contact Phone #	651-480-7005										

**Fiscal Year (FY) Ending June 30**

**Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.**

Finance Code	Category (1)	2020 (base year)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
347	Physical Hazards	\$33,144	\$35,646	\$34,151	\$34,156	\$37,461	\$34,166	\$34,171	\$34,177	\$34,182	\$34,188	\$33,990
349	Other Hazardous Materials	\$21,617	\$25,900	\$14,500	\$14,500	\$14,500	\$19,000	\$20,900	\$14,500	\$14,500	\$14,500	\$14,500
352	Environmental Health and Safety Management	\$74,112	\$75,084	\$78,000	\$75,797	\$76,155	\$79,076	\$76,578	\$76,642	\$79,267	\$76,775	\$74,448
358	Asbestos Removal and Encapsulation	\$3,360	\$3,360	\$2,180	\$3,360	\$3,360	\$2,180	\$3,360	\$3,360	\$2,180	\$3,360	\$3,360
363	Fire Safety	\$29,350	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
366	Indoor Air Quality	\$0	\$71,100	\$64,000	\$0	\$87,200	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Health and Safety Capital Projects</b>		<b>\$161,583</b>	<b>\$236,090</b>	<b>\$217,831</b>	<b>\$152,813</b>	<b>\$243,676</b>	<b>\$159,422</b>	<b>\$160,009</b>	<b>\$153,679</b>	<b>\$155,129</b>	<b>\$153,823</b>	<b>\$151,298</b>

**Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year**

Finance Code	Category (2)	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Health and Safety Capital Projects \$100,000 or More</b>		<b>\$0</b>										

**Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151**

Finance Code	Category (3)	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Remodeling for Approved Voluntary Pre-K Projects</b>		<b>\$0</b>										

**Accessibility**

Finance Code	Category (4)	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
367	Accessibility	\$0	\$0	\$216,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Accessibility Projects</b>		<b>\$0</b>	<b>\$0</b>	<b>\$216,100</b>	<b>\$0</b>							

**Deferred Capital Expenditures and Maintenance Projects**

Finance Code	Category (5)	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
368	Building Envelope	\$43,000	\$0	\$530,600	\$0	\$0	\$400,000	\$0	\$0	\$148,000	\$0	\$0
369	Building Hardware and Equipment	\$0	\$0	\$23,400	\$0	\$0	\$80,000	\$297,200	\$484,600	\$0	\$0	\$0
370	Electrical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$329,000	\$0	\$0
379	Interior Surfaces	\$3,364	\$0	\$0	\$30,000	\$40,000	\$37,000	\$58,000	\$48,000	\$1,486,534	\$300,000	\$0
380	Mechanical Systems	\$0	\$0	\$413,044	\$2,715,948	\$62,041	\$22,588	\$648,634	\$11,100	\$152,000	\$205,000	\$240,000
381	Plumbing	\$0	\$28,868	\$1,400	\$0	\$0	\$0	\$23,700	\$0	\$0	\$0	\$0
382	Professional Services and Salary	\$37,900	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
383	Roof Systems	\$0	\$30,000	\$0	\$0	\$0	\$31,878	\$0	\$41,176	\$0	\$0	\$0
384	Site Projects	\$67,000	\$12,655	\$175,000	\$260,500	\$70,000	\$160,000	\$1,080,000	\$39,800	\$100,000	\$150,000	\$490,000
<b>Total Deferred Capital Expense and Maintenance</b>		<b>\$151,264</b>	<b>\$106,523</b>	<b>\$1,178,444</b>	<b>\$3,041,448</b>	<b>\$207,041</b>	<b>\$766,466</b>	<b>\$2,142,534</b>	<b>\$659,676</b>	<b>\$2,250,534</b>	<b>\$690,000</b>	<b>\$765,000</b>
<b>Total Annual 10-Year Plan Expenditures</b>		<b>\$312,847</b>	<b>\$342,613</b>	<b>\$1,612,375</b>	<b>\$3,194,261</b>	<b>\$450,717</b>	<b>\$925,888</b>	<b>\$2,302,543</b>	<b>\$813,355</b>	<b>\$2,405,663</b>	<b>\$843,823</b>	<b>\$916,298</b>

**Fund Balance Section**

	Fund 01	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Beginning Fund Balance 01-467-XX		\$2,343,612	\$3,849,071	\$5,298,259	\$5,470,330	\$4,054,059	\$5,381,496	\$6,249,344	\$5,656,885	\$6,536,287	\$5,772,259	\$6,542,024
LTFM Fiscal Year Revenue - Levy		\$1,496,018	\$1,502,330	\$1,495,704	\$1,496,386	\$1,498,660	\$1,448,693	\$1,375,488	\$1,365,186	\$1,317,861	\$1,293,609	\$1,293,576
LTFM Fiscal Year Revenue - AID if Applicable		\$322,288	\$289,471	\$288,742	\$281,604	\$279,494	\$345,043	\$334,596	\$327,571	\$323,774	\$319,979	\$320,012
LTFM Fiscal Year Revenue Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT if applicable (COVID-19) by End of Fiscal Year (06-30-20)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Estimated Fiscal Year Expenditures		\$312,847	\$342,613	\$1,612,375	\$3,194,261	\$450,717	\$925,888	\$2,302,543	\$813,355	\$2,405,663	\$843,823	\$916,298
<b>Ending Fiscal Year Fund Balance 01-467-XX</b>		<b>\$3,849,071</b>	<b>\$5,298,259</b>	<b>\$5,470,330</b>	<b>\$4,054,059</b>	<b>\$5,381,496</b>	<b>\$6,249,344</b>	<b>\$5,656,885</b>	<b>\$6,536,287</b>	<b>\$5,772,259</b>	<b>\$6,542,024</b>	<b>\$7,239,314</b>

**Fund 06**

Beginning Fund Balance 06-467-XX	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Fiscal Year Bonded Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Fiscal Year Revenue Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT if applicable (COVID-19) by End of Fiscal Year (06-30-20)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Estimated Fiscal Year Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Ending Fiscal Year Fund Balance 06-467-XX</b>	<b>\$0</b>											

End of worksheet



Division of School Finance  
1500 Highway 36 West  
Roseville, MN 55113-4266

## Fiscal Year (FY) 2022 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-06  
Due: July 31, 2020

**General Information:** Minnesota school districts, intermediate school districts and cooperatives applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2020. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

### Identification Information

Name of District or Cooperative:	District Number and Type:	Date Submitted:
----------------------------------	---------------------------	-----------------

### Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2022 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
4. All actual expenditures to be reported in UFARS for FY 2022 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. § 127A.411, subd. 3).
6. The district’s plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. § 121A.335).

### Certification of Statement of Assurances

A Statement of Assurances submitted by a single district must be signed by the district superintendent. A Statement of Assurances submitted by an intermediate school district or cooperative must be signed by the intermediate district superintendent or cooperative director.

Signature – Superintendent or Cooperative Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
---	--	-------

# **AGREEMENT**

Between

**INDEPENDENT SCHOOL DISTRICT  
NO. 200**

And

**Community Education Coordinators**



**Effective**

**July 1, 2020 through June 30, 2022**

## **TABLE OF CONTENTS**

<b>ARTICLE I</b>	<b>Memorandum of Agreement</b>	<b>1</b>
<b>ARTICLE II</b>	<b>Employee Representative</b>	<b>1</b>
<b>ARTICLE III</b>	<b>Definitions</b>	<b>2</b>
<b>ARTICLE IV</b>	<b>School Board Rights</b>	<b>2</b>
<b>ARTICLE V</b>	<b>Employee Rights</b>	<b>3</b>
<b>ARTICLE VI</b>	<b>Rates of Pay</b>	<b>4</b>
<b>ARTICLE VII</b>	<b>Group Insurance</b>	<b>6</b>
<b>ARTICLE VIII</b>	<b>Leave Provisions</b>	<b>8</b>
<b>ARTICLE IX</b>	<b>Severance Pay</b>	<b>12</b>
<b>ARTICLE X</b>	<b>Evaluations/Unresolved Issues</b>	<b>16</b>
<b>ARTICLE XI</b>	<b>Miscellaneous</b>	<b>17</b>
<b>APPENDIX</b>	<b>A-1 thru F-1</b>	

**EMPLOYMENT PROVISIONS**  
**for**  
**HASTINGS DISTRICT 200**  
**COMMUNITY EDUCATION**  
**COORDINATORS**

**2020 - 2022**

**ARTICLE I**

**Section 1.**     **Parties**     THIS MEMORANDUM OF AGREEMENT, entered into between the School Board, Independent School District 200, Hastings, Minnesota, hereinafter referred to as the School Board and the District 200 Community Education Coordinators, hereinafter referred to as Community Ed Coordinators, provides the terms and conditions of employment for the District 200 Coordinators during the term of this Agreement.

**ARTICLE II**

**EMPLOYEE REPRESENTATIVE**

**Section 1.**     **Appropriate Unit:**

The Independent School District 200 Coordinators shall represent all the employees of the district as defined in this Agreement. Namely, the following Community Ed Coordinators:

- Adults with Disabilities Coordinator
- **Enrichment & Youth Development Coordinator**
- School Age Care Program Coordinator
- Senior Citizen Coordinator

**Section 2.**     **Recognition:**

The School Board recognizes that the District 200 Community Ed Coordinators shall have those rights and duties as described in the provisions of this Memorandum of Agreement.

**Section 3.**     **Legal Rights:**

Nothing contained in this Agreement shall deny or restrict either the school district or the employee regarding any rights under existing State or Federal Laws or regulations.

**ARTICLE III  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment:**

Shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the school district.

**Section 2.**

The District 200 Coordinators shall mean any person employed by the School Board in a capacity exclusively associated with District 200 program offerings.

**Section 3. Work Year:**

The work year of the employees shall be determined based upon the needs of the programs(s) and qualifications of the individuals. The school district shall determine the work schedule and the number of regular employees based on program needs and funds available to operate said program(s).

**ARTICLE IV  
SCHOOL BOARD RIGHTS**

**Section 1. Inherent Managerial Rights:**

The District 200 Community Ed Coordinators recognize that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2. Management Responsibilities:**

The District 200 Community Ed Coordinators recognize the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunities for the students of its district.

**Section 3. Effect of Laws, Rules and Regulations:**

The District 200 Community Ed Coordinators recognize that all employees covered by this Agreement and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal government agencies. Any provisions of this agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Section 4.      Reservation of Managerial Rights:**

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

<p><b>ARTICLE V EMPLOYEE RIGHTS</b></p>
---

**Section 1.      Right to View:**

Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee, or his/her representative, to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Community Ed Coordinators; nor shall it be construed to require any employee to perform labor or services against their will.

**Section 2.      Right to Join**

Community Ed Coordinators shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Community Ed Coordinators in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such Community Ed Coordinators with the school board of such unit.

**Section 3.      Personnel Files**

Pursuant to M.S. 125.12, Subds. 6 and 14, as amended, relating to individual Community Ed Coordinator records - access and expungement; all evaluations and files relating to each individual Community Ed Coordinator shall be available during regular school business hours to each individual Community Ed Coordinator upon his/her written request. The Community Ed Coordinator shall have the right to reproduce any of the contents of the files at the Community Ed Coordinator's expense and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the school district may destroy such files as provided by law. The school district shall expunge from a Community Ed Coordinator's file any material found to be false or substantially inaccurate through the grievance procedure. Whenever any material is to be permanently removed from the personnel file, it shall be forwarded to the Community Ed Coordinator.

**Section 4.      Meet and Confer**

The Community Ed Coordinators shall have the right to meet and confer with the school district to discuss policies and those matters relating to Community Ed Coordinators' employment not included under Section 179.63, Subd. 18, pursuant to Section 179.73 of the P.E.L.R.A.

**ARTICLE VI  
RATES OF PAY**

**Section 1. Wage Rates**

The wages reflected in Appendix A-1 & A-2 (salary schedule), attached hereto, shall be in effect for all Community Ed Coordinators. The work day shall be assigned by the administration.

Grade 11:

Adults with Disabilities Coordinator  
Enrichment & Youth Development Coordinator  
Senior Citizen Coordinator

Grade 12:

School Aged Childcare Program Coordinator

**Section 2. Step Increase Status:**

Employees shall be compensated pursuant to Appendix A-1 and A-2. If the initial employment is after January 1st, the employees shall not advance on the following July 1st. Upon the expiration of this Agreement, a step is not automatic and is subject to renegotiation by the parties. The school board reserves the right to withhold advancement on the salary schedule if, in the judgment of the board, circumstances warrant it.

**Section 3. Grade Level/Assignment Transition**

When an employee accepts a position at a higher grade level they will be shadowed in to an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a 4% increase above their current rate. This could be a one or two step movement in the new grade. This same system will be true for any employee moving out of their bargaining group to accept a position in a different bargaining group (if a food service employee accepts a position as a Community Ed coordinator, this same system of placement on the schedule will be applied).

**Subd. 1. Moving to a lower grade**

When an employee moves to a position with a lower grade level they will be shadowed into the hourly rate based on their years of service compared to the years of service of those within that grade level and classification.

**Section 4      Holidays/Vacation**

The following provisions for paid holidays and paid vacation days shall apply only to personnel regularly employed based on hours worked. See Appendix B-1 thru D-1 that specifically outlines the holidays and vacation days.

<b>Vacation Schedule</b>	
<b><u>Starting</u></b>	<b><u>Year# Days</u></b>
1-4	10
5-9	15
10-14	20
15	25

*Note: In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on vacation, the employee's leave will be changed to the appropriate leave type with the approval of the Superintendent.*

**Section 5.      Hours: Basic Work Day**

Hours to be worked are based upon the needs of the program and may vary between the Community Ed Coordinators.

**Section 6.      Probationary Period**

The probationary period for District 200 Community Ed Coordinators in this school district shall be one year. During the probationary period, the Community Ed Coordinator may be dismissed at any time it becomes apparent to the administration that the employee is not willing or qualified to perform the duties of the position.

Probationary employees should be evaluated by their immediate supervisor and recommended for permanent status.

**Section 7.      Withholding Advance**

The school district shall have the right to withhold increases in the form of annual salary increases. Salary increases are subject to the right of the school district to withhold increases for just cause. A salary increase shall not be withheld unless the Community Ed Coordinator is notified of the deficiency, in writing, and given reasonable opportunity to correct such deficiency

**ARTICLE VII  
GROUP INSURANCE**

***Affordable Care Act.** In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.*

**Section 1. Selection of Carrier:**

The selection of the insurance carrier and policy shall be made by the school district.

**Section 2. Medical-Hospitalization Insurance:**

**Subd. 1. Single Coverage:** Effective July 1, 2020, the school district shall contribute a sum not to exceed the cost of Comp Basic Single for Grades 1 -12 based on hours worked Appendix B-1 & E-1, during the 2020-21 school year for the cost of the single premium for Community Ed Coordinators employed by the school district who qualify for and are enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Effective July 1, 2021 the district shall contribute a sum not to exceed the cost of Comp Basic Single for Grades 1 -12, based on hours worked Appendix B-1, during the 2021-22 school year for the cost of the single premium for Community Ed Coordinators employed by the school district who qualify for and are enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

**Subd. 2. Family Coverage:** Effective July 1, 2020, the school district shall contribute a sum not to exceed \$1,613.69 per month for Grades 1 -12, based on hours worked Appendix B-1 & E-1, during the 2020-21 school year for the cost of the family premium for Community Ed Coordinators employed by the school district who qualify for and are enrolled in the school district group medical-hospitalization plan and who qualify for family coverage. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Effective July 1, 2021, the school district shall contribute a sum up to 73.5% of Comp Basic Family capped at \$1,677.08 per month for Grades 1-12, based on hours worked, Appendix B-1, for the cost of the family premium for Community Ed Coordinators employed by the school district who qualify for and are enrolled in the school district group medical-hospitalization plan and who qualify for family coverage. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Community Ed Coordinators to be grandfathered for health insurance contributions are listed in Appendix E-2.

**Section 3. Survivor Benefits**

The school district will follow the law per COBRA.

**Section 4. Income Protection Insurance (Long Term Disability)**

The school district will pay the premium for the income protection insurance in force on the effective date of this Agreement for all District 200 Community Ed Coordinators whose hours worked equals 850 hours or more per year.

**Section 5. Dental Insurance**

Effective July 1, 2020, the school district shall contribute a sum not to exceed \$81 per month of service for Grades 1 -12, for composite dental plan for all employees who qualify and are enrolled in the dental plan. (Based on hours worked, Appendix B-1 & E-1 & E-2.)

Effective July 1, 2021, the school district shall contribute a sum capped at \$81.00 per month of service for grades 1-12 for the cost of the dental insurance premium for all Community Ed Coordinators who are employed by the school district who qualify for and are enrolled in the group dental insurance plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction (based on hours worked, Appendix B1 & E1).

**Section 6. Life Insurance**

The school district shall provide a group term insurance policy covering all regularly employed District 200 Community Ed Coordinators, whose hours worked equals 850 hours or more per year, in the amount of \$50,000.

**Section 7. Claims Against the School District**

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

**Section 8. Combining Hours**

If an employee works in more than one bargaining unit they can combine their hours to qualify for insurance; Custodian, Instructional Tech/Support Staff, HESA, Food Service, Health Services, Paraprofessionals, Community Ed Paraprofessionals, Community Ed Community Ed Coordinators Individual Business Office. The district will allow combining of contributions (policy holder-family contribution + spouse-single contribution) only if family insurance coverage is needed due to the dependents (children).

**Section 9. Workers' Compensation**

**Subd. 1.** Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers'

Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave, essential leave and/or vacation pay.

**Subd. 2.** A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portion of days of sick leave time which is used to supplement Workers' Compensation.

**Subd. 3.** Such payments shall be paid by the school district to the employee only during the period of disability.

**Subd. 4.** In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

**Section 10. Tax Sheltered Annuities**

The school district shall continue to make available to District 200 Community Ed Coordinators the payroll deduction program for tax sheltered annuities.

Effective January 1, 1990, the school district shall pay the fees and initial cost of maintaining an IRS 125 plan for employees electing to participate in the plan.

**ARTICLE VIII  
LEAVE PROVISIONS**

**Section 1. Sick Leave**

Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

The school board may require an employee to furnish a medical certificate from qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.

Sick leave does not apply to situations related to daycare issues, or lack of childcare.

**Subd. 1.** Community Ed Coordinators will receive sick leave at the pro-ration of their average hourly rate. See Appendix B-1. Community Ed Coordinators will be paid once annually for up to six (6) days of unused sick leave beyond 150 days at the rate of \$14.50 per hour will be contributed to the employee's HCSP. Those who prefer NOT to receive payment, please notify the Personnel Office, in writing, no later than June 1 of the current fiscal year. Payment will be made in a supplemental payroll at the end of July.

**Subd. 2.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Subd. 3.** Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

**Subd. 4.** Employees are required to give adequate notice to their supervisor when sick leave is to be taken to allow time to obtain replacements.

**Subd. 5.** Upon the employee's request, said employee injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave and receive full salary from the school district; his/her salary to be reduced by an amount equal to the insurance payments for lost salary and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Subd. 6.** On or about January 15th of each year, the business office will contact members for voluntary donations of unused sick leave days to establish and maintain a paid sick leave bank up to 250 days. Employees may donate a maximum of 2 days per year to the bank.

If a member of the bargaining unit runs out of sick leave due to serious illness, they may contact the School Superintendent about their situation and request days from the sick leave bank. The Superintendent will determine the amount of sick leave to be granted from the bank, with a maximum of 10 days.

## **Section 2**      **Bereavement**

In the case of death in the immediate family (immediate family shall mean the Community Ed Coordinator's spouse, child, parent, brother, sister, aunt, uncle, stepchild, mother-in-law, father-in-law, grandparent(s), grandchildren, stepparent(s) or guardian(s) domestic life partner or domestic life partner's parent(s) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.

At the discretion of the Superintendent up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

## **Section 3.**      **Parental Leave**

Community Ed Coordinators will be afforded a parental leave of absence provided the Community Ed Coordinator follows the procedures outlined in this section.

**Subd. 1.** A Community Ed Coordinator requesting parental leave shall make the request in writing to the Director on the appropriate forms provided by the district. The request shall include the following:

1. The commencement and return date.
2. The estimated date of delivery.

**Subd. 2.** The Community Ed Coordinator requesting parental leave shall notify the Director, in writing, not later than the fourth month of pregnancy. Also, at such time the

Community Ed Coordinator shall provide a physician's statement indicating the estimated date of delivery of the child.

**Subd. 3.** The beginning date of said leave and its duration shall be submitted by the Director to the Superintendent of Schools for action. In recommending the date of commencement and duration of the leave, the superintendent shall review each case on its individual merits taking into consideration the following:

1. The continuity of the programs(s) the Community Ed Coordinator is responsible for.
2. The needs of the department.
3. The desires of the Community Ed Coordinator
4. The recommendation of the Community Ed Coordinator's physician, if any.

In making the determination concerning commencement and duration of a parental leave of absence, the school board shall not in any event be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the Community Ed Coordinator to return for employment prior to the date.

**Subd. 4.** If the Community Ed Coordinator complies with all provisions of this section and a parental leave is granted by the school district, the school district shall notify the Community Ed Coordinator, in writing, of this action.

**Subd. 5.** A Community Ed Coordinator returning from parental leave shall be re-employed in a position for which they are qualified, subject to the following conditions:

1. That the position has not been abolished.
2. That the Community Ed Coordinator returns on the date designated on the request for leave approved by the school board.

**Subd. 6.** The parties agree that any parental leave of absence granted under this section shall be a leave without pay or fringe benefits.

**Subd. 7.** Parental leaves may be extended by mutual consent of the school district and the Community Ed Coordinator.

#### **Section 4. Military Leave**

Military leave shall be granted by the school district pursuant to applicable State and Federal laws.

#### **Section 5. Essential Leave**

All Community Ed Coordinators will be eligible for Essential Leave according to their average daily hours worked (See Appendix C-1), non-accumulative, for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other policies. The leave is granted according to the employee's pro-rated hours per day. Any days that are unused will be paid at a rate of \$14.50 per hour. The payment for unused days will occur in a supplemental payroll at the end of July.

## **Section 6. Emergency Closing**

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid up. If staff are directed to report, see the District's Provisions for the Closing of Schools, on the School District webpage under Staff Forms.

## **Section 7. Adoption Leave.**

Adoption leave shall be granted upon the request of the District 200 Community Ed Coordinator pursuant to applicable provisions of the parental leave section. ISD 200 shall grant each Community Ed Coordinator up to thirty (30) days. These days do not need to be consecutive for the adoption of a child. Adoption leave may include, but is not limited to pre-adoption consultation, legal counsel, legal proceedings and naturalization proceedings. ISD 200 shall allow Community Ed Coordinators to use any accrued paid sick leave and personal leave for this leave, the remainder of which shall be unpaid. Except as provided under FMLA (Section 8.4.4). This leave may be extended under FMLA Leave and shall count toward a Community Ed Coordinator's FMLS Leave Allowance.

## **Section 8. General Leave.**

### **Subd. 1.**

Community Ed Coordinators with a minimum of three (3) years of experience in the school district may apply for an unpaid leave of absence, subject to the provisions of this section. The granting of such leave shall be at the discretion of the school district.

### **Subd. 2.**

Such leave may be granted by the school district for overseas teaching, Peace Corps, Vista, National Community Ed Coordinators Corps, extended illness of the Community Ed Coordinator, extended illness of the Community Ed Coordinator's family, adoption, civic activities, alternate employment opportunities, or other reasons accepted by the school district.

## **Section 9. Medical Leave**

### **Subd. 1.**

A Community Ed Coordinator who is unable to work because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The school district may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

### **Subd. 2.**

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

**Subd. 3.**

The district reserves the right to require a Community Ed Coordinator to take a physical and/or psychological examination by a qualified doctor selected by the district. Said cost to be paid by the district.

**Section 10. Insurance Application**

A Community Ed Coordinator on leave under this section (General Leave) is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave.

It is the responsibility of the employee to make arrangements with the school business office to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district.

**Section 11. Jury Duty:**

Employees called to serve on a jury or subpoenaed to appear in court due to or because of their position with the school district, shall remit pay to the district, not including mileage, and receive a regular day's pay for each day on jury duty.

<b>ARTICLE IX SEVERANCE PAY</b>
-------------------------------------

**Section 1.**

This Article shall apply to all Community Ed Coordinators, hired prior to July 1, 2008 as defined in Articles VI and VII of this agreement.

An amount equal to the value of 100% (one hundred percent) of the amount defined in the parties' collective bargaining agreement will be placed into a post-retirement health care saving plan and 0% (zero percent) into the retiree's 403(b) plan. The provider of the post-retirement health care savings plan shall be the Minnesota State Retirement System. The retiree will not receive any direct payment from the school district for severance pay.

**Section 2. Severance Pay**

**Subd. 1. Eligibility**

**Subd. 1a.** Effective July 1, 1999, District 200 regularly employed Community Ed Coordinators who were hired on or before January 1, 2000, shall be eligible for severance if they meet the requirements of 1B OR 1C below.

**Subd. 1b.** Regularly employed Community Ed Coordinators with not less than fifteen (15) years of service in the District 200 Hastings Public Schools who have attained the age of fifty-five (55) years and have submitted a written resignation that has been accepted by the School Board, shall be eligible for severance pay pursuant to the provisions of this Article.

**Subd. 1c.** Regularly employed Community Ed Coordinators with not less than thirty (30) years of service, fifteen (15) of which must be in the District 200 Public Schools and have submitted a written resignation that has been accepted by the School Board, shall be eligible for severance pay pursuant to the provisions of this Article.

**Subd. 2. Payment**

**Subd. 2a.** Severance pay shall be paid by the school district in equal annual installments over two (2) years from the effective date of resignation. The payment schedule shall begin the first pay period of the calendar year after the year in which the resignation takes place.

**Subd. 2b.** Pursuant to this section, the district will accept resignations (for the purpose of severance pay) during the school year provided the Community Ed Coordinator gives a written notice thirty (30) days prior to the date of resignation.

**Subd. 2c.** Eligible Community Ed Coordinators shall receive as severance payment an amount representing sixty (60) days' pay pro-rated to their work schedule.

**Section 3. ERIP**

In addition to the ERIP provided in Section 2, a Community Ed Coordinator shall be eligible to receive ERIP upon his/her retirement the amount obtained by adding the Community Ed Coordinator's unused number of sick leave hours plus the 60 days (pro-rated to hours worked per day) in Section 2 (2C) – the combination of the two not to exceed the number of paid hours as required to work in the last school year.

A Community Ed Coordinator who qualifies for ERIP under Section 1 of this Article and works part time prior to full retirement will be eligible upon retirement for the provisions of this Article based upon the rate of pay in effect during his/her last year of regular full time employment

**Section 4. Severance Cap**

In applying these provisions, the Community Ed Coordinator's severance payment shall be based upon his/her work schedule at the time of retirement. Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008/09 school year.

**Grade 11: \$29.10**

**Grade 12: \$32.44**

If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. If the employees 2008-09 hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes. *See Appendix F-1.* In no event shall the Community Ed Coordinator's ERIP exceed the Community Ed Coordinator's actual annual paid salary.

**Section 5.**      **Insurance**

A Community Ed Coordinator, hired prior to July 1, 2008, who retires pursuant to Article XV, Sections 1-4, shall be eligible for medical-hospital insurance benefits as provided in this section.

**Subd. 1.**      **Eligibility**

**Subd. 1a.**      Effective July 1, 1999 District 200 regularly employed Community Ed Coordinators shall be eligible for medical-hospital insurance benefits provided that they meet the requirements of Subd. 1B OR 1C below

**Subd. 1b.**      Regularly employed Community Ed Coordinators with not less than fifteen (15) years of service in District 200 Hastings Public Schools who have attained the age of fifty-five (55) years and have submitted a written resignation that has been accepted by the School Board shall be eligible for medical-hospital insurance benefits pursuant to the provisions of this Article.

**Subd. 1c.**      Regularly employed Community Ed Coordinators with not less than thirty (30) years of service, fifteen (15) of which must be in the District 200 Public Schools who have submitted a written resignation that has been accepted by the School Board, shall be eligible for medical-hospital insurance benefits pursuant to the provisions of this Article.

**Subd. 2.**      **Participation**

**Subd. 2a.**

The Community Ed Coordinator shall be eligible to continue participation in the school district group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, until the date of Medicare eligibility. Except as otherwise provided in subdivision 2B hereof, the Community Ed Coordinator shall pay the entire premium for such coverage.

**Subd. 2b.**

A Community Ed Coordinator whose retirement is effective July 1, 2009 or after, shall receive a lump sum dollar amount that will be placed into the Community Ed Coordinator's Minnesota Health Care Savings Plan account. The lump sum dollar amount will be determined by taking the severance health care cap (App. F-1), multiplied by a maximum of eight (8) years, or the number of years remaining until the individual reaches the age of Medicare eligibility.

- The cap will be based on single insurance if the employee has been on single insurance (\$335) prior to retirement.
- The cap will be based on family insurance (\$712) if the employee has been on family insurance prior to retirement.

**Subd. 2c.**

To be eligible for participation in the district medical-hospitalization program under this section, the Community Ed Coordinator must be enrolled in the program and have continuous participation from the last date of regular employment. Any interruption in membership in the program causes the employee to be ineligible for any participation.

**Subd. 3. Primary Coverage**

If a Community Ed Coordinator who leaves employment with an employer other than the school district and said retiree is covered by a medical-hospitalization insurance plan or HMO, such coverage shall be considered primary.

**Section 6. Matching Contributions Plan (403(b)/457)**

**Subd. 1. Eligibility**

**Subd. 1a.**

Beginning September 1, 1999, Community Ed Coordinators who are hired after January 1, 2000, who are regularly employed with the school district shall be eligible to participate in a 403(b)/457 matching contribution plan pursuant to M.S. 356.24.

**Subd. 1b.**

Beginning July 1, 2001, Community Ed Coordinators who were hired before January 1, 2000, who are regularly employed with the school district shall be eligible and may choose to participate in a 403(b)/457 matching contribution plan pursuant to M.S. 356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under Article IX, Section 5.

**Subd. 2. Contributions**

**Subd. 2a**

The district will match eligible annual Community Ed Coordinator contributions based on the beginning of the following years of experience in District 200. Years of service shall be defined as complete school years and shall not count or combine any partial years of employment.

<b><u>Beginning of School Year in District 200</u></b>	<b><u>Maximum Amount Per Year of Match</u></b>
4 - 8	2.5%
9 - 13	3.0%
14 +	3.5%

Determination of years is based on hire date before or after 1/1.

**Subd. 2b.**

The maximum annual match is \$2,500.

The maximum matching career contribution by District 200 shall be \$35,000.

**Subd. 3**      **Participation**

**Subd. 3a.**

A salary reduction authorization agreement must be completed by the eligible Community Ed Coordinator by August 1 preceding the school year during which the Community Ed Coordinator wishes to participate in the 403b/457 matching contribution plan.

**Subd. 3b.**

Community Ed Coordinators on unpaid leaves may not participate in the matching program while on leave.

**Section 7.**      **Death of an Employee**

In the event of the death of an employee who is eligible for severance pay under the provisions of Article IX, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply.

<p><b>ARTICLE X</b> <b>EVALUATIONS/UNRESOLVED ISSUES</b></p>
--

**Section 1.**      **Evaluations**

Evaluations shall be made by the Director of Community Education. The performance of all Community Ed Coordinators shall be evaluated in writing.

Three copies of the written evaluation shall be executed and signed by the Community Ed Coordinator and supervisor. One copy will be retained by the Community Ed Coordinator; one copy retained by the Community Ed Community Ed Coordinator; and one copy filed with their personnel file.

Objections: In the event the Community Ed Coordinator feels an evaluation was incomplete or unjust, the Community Ed Coordinator may put objections in writing, have them attached to the evaluation report to be placed in his/her personnel file.

**Section 2.**      **Unresolved Issues**

If an issue surfaces between the Community Ed Coordinator(s) and the Director, the Community Ed Coordinator shall submit a letter to the Director outlining the disagreement.

The Director shall respond to the Community Ed Coordinator(s), in writing, within ten (10) working days.

If the Community Ed Coordinator(s) issue remains unresolved, the Community Ed Coordinator(s) may submit their concerns to the Superintendent of Schools for resolution.

**ARTICLE XI  
MISCELLANEOUS**

**Section 1.      Signed Copies**

There shall be two (2) signed copies of the final Agreement for the purpose of record: one (1) retained by the board, one (1) retained by the District 200 Community Ed Coordinators.

**Section 2.      Pay Periods**

Effective with the 2006-2007 school year, all pay dates shall be on the 5<sup>th</sup> and the 20<sup>th</sup> of the month.

**Section 3.      Resignation**

The resignation shall be turned in at least four (4) weeks in advance of leaving, Community Ed Coordinators shall submit a letter of resignation to the Director stating reasons for leaving. The director will submit this letter of resignation to the superintendent who will present it to the Board of Education at their next regular meeting for acceptance

**Section 4.      Conferences and Workshops**

Upon approval of the Director of Community Education, Community Ed Coordinators may attend appropriate conferences and workshops which are designed to improve their skills and knowledge in the area of employment within the department.

**Section 5.      Payment of Dues**

The Community Education Department will pay the annual membership dues in the Minnesota Association and/or any other appropriate organization for each Community Ed Coordinator annually, a sum not to exceed \$300 per year. The Director of Community Education has the authority to approve above \$300 in special circumstances.

**Section 6.      Tax Sheltered Annuities**

The school district shall make available to the Community Ed Coordinators the payroll deduction program for tax sheltered annuities.

**Section 7.      Job Postings**

All job postings will be posted for a minimum of five (5) work days. Postings will consist of notification through school district email sent out district wide and will be available to view on the school district website.

**Section 8.      Mileage Allowance**

Effective July 1, 2006, the district will pay the IRS rate per mile for authorized use personal cars in connection with business.

**DURATION**

**SECTION 1.**

**THIS AGREEMENT** shall remain in full force and effect for a period commencing on July 1, 2020 through June 30, 2022. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, 2022, all compensation and working conditions remain in effect as set forth in this Agreement until a successor Agreement is affected.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

**FOR:**

**Community Ed Coordinators**

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

**FOR:**

**ISD #200, Hastings Public Schools  
HASTINGS, MINNESOTA 55033**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

## Appendix A-1

2020-2021

Grade Step	12	11	10	9	8	7	6	5	4	3
2-Min	\$28.83	\$26.50	\$24.08	\$22.05	\$20.10	\$18.52	\$17.04	\$15.66	\$14.34	\$13.23
3	\$29.71	\$27.23	\$24.73	\$22.65	\$20.61	\$18.93	\$17.40	\$15.98	\$14.68	\$13.51
4	\$30.58	\$27.95	\$25.41	\$23.20	\$21.12	\$19.37	\$17.80	\$16.33	\$14.97	\$13.82
5	\$31.45	\$28.70	\$26.08	\$23.78	\$21.64	\$19.80	\$18.18	\$16.67	\$15.28	\$14.08
6	\$32.31	\$29.43	\$26.72	\$24.34	\$22.14	\$20.19	\$18.54	\$17.04	\$15.64	\$14.37
7-Mid	\$33.29	\$30.15	\$27.38	\$24.93	\$22.68	\$20.63	\$18.93	\$17.37	\$15.93	\$14.69
8	\$34.16	\$30.91	\$28.05	\$25.49	\$23.17	\$21.05	\$19.32	\$17.72	\$16.24	\$14.95
9	\$35.03	\$31.65	\$28.72	\$26.07	\$23.70	\$21.46	\$19.68	\$18.07	\$16.55	\$15.24
10	\$35.91	\$32.38	\$29.39	\$26.61	\$24.21	\$21.91	\$20.09	\$18.42	\$16.89	\$15.53
11	\$36.78	\$33.12	\$30.03	\$27.20	\$24.73	\$22.32	\$20.47	\$18.76	\$17.18	\$15.84
12	\$37.64	\$33.86	\$30.71	\$27.77	\$25.24	\$22.76	\$20.85	\$19.13	\$17.51	\$16.10
13-1 Max	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41

### Longevity

13-2	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41
13-3	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41
13-4	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-5	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-6	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-7	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-8	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-9	\$40.91	\$37.08	\$33.89	\$30.34	\$27.76	\$25.18	\$23.42	\$20.96	\$19.34	\$17.91

Longevity will be paid to those who are on step 13 for the 4th and 9th year according to the following schedule.

Grades	Year	Amt.	Total
3-5	4th	\$0.75	\$0.75
6-9	4th	\$1.00	\$1.00
10-12	4th	\$1.25	\$1.25
3-5	9th	\$0.75	\$1.50
6-9	9th	\$1.00	\$2.00
10-12	9th	\$1.25	\$2.50

11/12/2019

## Appendix A-1

2021-2022

Grade Step	12	11	10	9	8	7	6	5	4	3
3-Min	\$30.45	\$27.91	\$25.35	\$23.22	\$21.13	\$19.40	\$17.84	\$16.38	\$15.05	\$13.85
4	\$31.34	\$28.65	\$26.05	\$23.78	\$21.65	\$19.85	\$18.25	\$16.74	\$15.34	\$14.17
5	\$32.24	\$29.42	\$26.73	\$24.37	\$22.18	\$20.30	\$18.63	\$17.09	\$15.66	\$14.43
6	\$33.12	\$30.17	\$27.39	\$24.95	\$22.69	\$20.69	\$19.00	\$17.47	\$16.03	\$14.73
7-Mid	\$34.12	\$30.90	\$28.06	\$25.55	\$23.25	\$21.15	\$19.40	\$17.80	\$16.33	\$15.06
8	\$35.01	\$31.68	\$28.75	\$26.13	\$23.75	\$21.58	\$19.80	\$18.16	\$16.65	\$15.32
9	\$35.91	\$32.44	\$29.44	\$26.72	\$24.29	\$22.00	\$20.17	\$18.52	\$16.96	\$15.62
10	\$36.81	\$33.19	\$30.12	\$27.28	\$24.82	\$22.46	\$20.59	\$18.88	\$17.31	\$15.92
11	\$37.70	\$33.95	\$30.78	\$27.88	\$25.35	\$22.88	\$20.98	\$19.23	\$17.61	\$16.24
12	\$38.58	\$34.71	\$31.48	\$28.46	\$25.87	\$23.33	\$21.37	\$19.61	\$17.95	\$16.50
13-1 Max	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82

### Longevity

13-2	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82
13-3	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82
13-4	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-5	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-6	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-7	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-8	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-9	\$41.87	\$37.94	\$34.67	\$31.05	\$28.40	\$25.76	\$23.96	\$21.45	\$19.79	\$18.32

Longevity will be paid to those who are on step 13 for the 4th and 9th year according to the following schedule.

Grades	Year	Amt.	Total
3-5	4th	\$0.75	\$0.75
6-9	4th	\$1.00	\$1.00
10-12	4th	\$1.25	\$1.25
3-5	9th	\$0.75	\$1.50
6-9	9th	\$1.00	\$2.00
10-12	9th	\$1.25	\$2.50

11/12/2019

Appendix A-2

Last Name	First Name	Job Description/Classification	Grade	2020-2021 Rate of Pay	Step	Yearly Hours	2020-2021 Salary	2021-2022 Rate of Pay	Step	Yearly Hours	2021-2022 Salary
Thrush	Laurie	Sr. Ctr - Adults w. Disabilities	11	\$37.08	13-9	2080	\$77,126.40	\$37.94	13-9	2080	\$78,915.20
Becken	Stephanie	Enrichment & Youth Development	11	\$26.50	2	2080	\$55,120.00	\$27.91	3	2080	\$58,052.80

## Appendix B-1

### School Year Employee Started As A Full Time Coordinator

	<u>Open</u>	<u>Stephanie Becken</u> 2019-2020	<u>Laurie Thrush</u> 1986-1987
*****			
	<u>Starting Year</u>	<u>Starting Year</u>	<u>Starting Year</u>
2020-21	1	2	35
2021-22	2	3	36
<u>Prorated on 8 hours per day</u>			
Hours Per Day	8	8	8
Vacation Days	25	10	25
Holidays	*14	*14	*14
Essential Leave	3	3	3
Emergency Closing	NL	NL	NL
Sick Days	12	12	12

\* If school is in session on Easter Monday it is a workday.

#### Vacation Schedule

<u>Starting Year</u>	<u># Days</u>
1-4	10
5-9	15
10-14	20
15+	25

**Appendix C-1**

**Paid Days Off Based on *Hours Worked* Grades 1-12**

<b>Hours Worked</b>	<b>Vacation Days</b>	<b>Holidays</b>	<b>Essential Leave</b>	<b>Paid Days Off</b>	<b>Emergency Closing</b>	<b>Sick Days</b>
Prorated on average hours per day, max of 8 hours per day. Minimum of 2 hours per day to qualify. (344 annual hours)						
<b>Full Time 12 Month</b>	<b>10-25</b>	<b>14</b>	<b>3</b>	<b>27-42</b>	<b>NL</b>	<b>12</b>
<b>Less Than Full-Time 12 months***</b>	<b>10</b>	<b>10</b>	<b>2</b>	<b>22</b>	<b>NL</b>	<b>10</b>
<b>1472 +</b>	<b>5</b>	<b>10</b>	<b>2</b>	<b>17</b>	<b>NL</b>	<b>10</b>
<b>1471 -</b>	<b>4</b>	<b>8</b>	<b>2</b>	<b>14</b>	<b>NL</b>	<b>9</b>
<b>Do not currently receive or Hired After July 1, 2008 ***1471 -</b>	<b>2</b>	<b>6</b>	<b>2</b>	<b>10</b>	<b>NL</b>	<b>9</b>

Days will be prorated for partial years.

Emergency Close- Custodians/Kids Kampus employees who have to report may use as a float as approved by supervisor. Anyone else who reports it is by their choice and they will not be able to use as a float.

\*\*\*District requirement for year round less than full time.

Annual hours worked excludes hours outside of the normal contracted day/year-overtime, summer, breaks, after school ect.

Appendix D-1

Holiday/Non Workday Schedule

<b>(school in session includes workshop days)</b>					<b>Do not currently receive or Hired 7/1/2008 &amp; after ***1471 - Hours Worked</b>
<b>Full Time Year Round</b>	<b>Full Time Custodians</b>	<b>1472+ Hours Worked</b>	<b>1471 - Hours Worked</b>	<b>1471 - Hours Worked</b>	<b>1471 - Hours Worked</b>
1 New Year's Day	New Year's Day	1 New Year's Day	1 New Year's Day	1 New Year's Day	1 New Year's Day
2 Presidents Day Observed	Presidents Day Observed	2 Presidents Day Observed	2 Presidents Day Observed	2 Presidents Day Observed	2 Presidents Day Observed
3 Good Friday	Good Friday	3 Good Friday	3 Good Friday	3 Good Friday	3 Good Friday
4 Memorial Day	Memorial Day	4 Memorial Day	4 Memorial Day	4 Memorial Day	4 Memorial Day
5 Independence Day	Independence Day	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
6 Friday before Labor Day (non work day-if school is in session replaced with Thurs of Teacher Assoc.)	Float	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
7 Labor Day	Labor Day	5 Labor Day	5 Labor Day	5 Labor Day	XXXXXXXXXXXXXXXX
8 Friday of Teacher Assoc.	Float	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
9 Thanksgiving	Thanksgiving	6 Thanksgiving	6 Thanksgiving	6 Thanksgiving	5 Thanksgiving
10 Friday after Thanksgiving	Friday after Thanksgiving	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX (CE Para's Grandf per list,prorate 1520)	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
11 Christmas Eve	Christmas Eve	7 Christmas Eve	7 Christmas Eve	7 Christmas Eve	XXXXXXXXXXXXXXXX
12 Christmas Day	Christmas Day	8 Christmas Day	8 Christmas Day	8 Christmas Day	6 Christmas Day
13 New Year's Eve	New Year's Eve	9 New Year's Eve	9 New Year's Eve	9 New Year's Eve	XXXXXXXXXXXXXXXX
14 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	10 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	10 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	10 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	10 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)

**Appendix E-1**

**Health Insurance Contribution-Grades 1-12**

		<b>2020-2021 2%</b>	
<b>Annual Hours Worked</b>	<b>% of Contribution Based On Hours Worked</b>	<b>Single Contribution</b> <small>(Up to Comp Basic Single Premium)</small>	<b>Family Contribution</b>
		<b>\$768.50</b>	<b>\$1,613.69</b>
1,606-1,888	100%	\$768.50	\$1,613.69
1,417-1,605	85%	\$653	\$1,372
1,228-1,416	75%	\$576	\$1,210
945-1,227	65%	\$500	\$1,049
850-944	50%	\$384	\$807
			<b>20-21 cap \$1,677.08</b>

**Dental Insurance Contribution -Grades 1-12**

		<b>2020-2021 &amp; 2021-2022 0%</b>	
<b>Annual Hours Worked</b>	<b>% of Contribution Based On Hours Worked</b>	<b>Single Contribution</b>	<b>Family Contribution</b>
		<b>\$81.00</b>	<b>\$81.00</b>
1,606-1,888	100%	\$81.00	\$81
1,417-1,605	85%	\$69	\$69
1,228-1,416	75%	\$61	\$61
945-1,227	65%	\$53	\$53
850-944	50%	\$41	\$41

See appendix B-1 for hours worked.

Appendix E-2 Grandfathered Dental/Health								
Union	Deduct	ID	Name	Plan	S-F	Grade	18-19 Month	19-20 Month
COMEDCOR	DENTALR	1852	Thrush, Laurie A	HP	F-GF	GRADE 1-12	98.72	98.72



**AGREEMENT**  
between  
**INDEPENDENT SCHOOL DISTRICT**  
**NO. 200**

And

**Technology Support Staff**



**Effective**  
**July 1, 2020 through June 30, 2022**

## TABLE OF CONTENTS

ARTICLE I	Employee Representative .....	1
ARTICLE II	Definitions .....	1
ARTICLE III	School Board Rights .....	2
ARTICLE IV	Technology Support Employees Rights .....	2
ARTICLE V	Rates of Pay .....	3
ARTICLE VI	Group Insurance .....	6
ARTICLE VII	Leave Provisions .....	8
ARTICLE VIII	Early Retirement.....	11
ARTICLE IX	Miscellaneous.....	13
ARTICLE X	Grievance Procedure.....	15
	DURATION.....	18
	Appendix A – F	

INDEPENDENT SCHOOL DISTRICT #200  
HASTINGS, MINNESOTA  
EMPLOYMENT PROVISIONS  
DISTRICT #200 TECHNOLOGY SUPPORT STAFF

2020 - 2021  
2021 - 2022

ARTICLE I  
EMPLOYEE REPRESENTATIVE

SECTION 1. RECOGNITION:

In Accordance with PELRA of 1971, as amended, the School board recognizes that the Hastings Technology Support Staff shall have those rights and duties as prescribed by PELRA, as amended, and as described in the provisions of this Memorandum of Agreement.

SECTION 2. LEGAL RIGHTS:

Nothing contained in this Agreement shall deny or restrict either the school district or the employee regarding any rights under existing State or Federal Laws or regulations.

ARTICLE II  
DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT:

Shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personal policies affecting the working conditions of the employees, but does not mean educational policies of the school district.

SECTION 2. TECH SUPPORT EMPLOYEES:

Shall mean any person employed by the School Board in a capacity exclusively associated with the provisions of Tech Support services. The term employee as used herein shall not include confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

SECTION 3. OTHER TERMS:

Terms not defined in this Agreement shall have those meaning as defined by the PELRA of 1971, and/or as amended.

**ARTICLE III**  
**SCHOOL BOARD RIGHTS**

**SECTION 1.    INHERENT MANAGERIAL RIGHTS:**

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

**SECTION 2.    MANAGEMENT RESPONSIBILITIES:**

The technology personnel recognize the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunities for the students of its district.

**SECTION 3.    EFFECT OF LAWS, RULES AND REGULATIONS:**

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

**SECTION 4.    RESERVATION OF MANAGERIAL RIGHTS:**

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

**ARTICLE IV**  
**TECHNOLOGY EMPLOYEE RIGHTS**

**SECTION 1.    RIGHT TO VIEW:**

Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee, or his/her representative, to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the technology employees; nor shall it be construed to require any employee to perform labor or services against their will.

**ARTICLE V**  
**RATES OF PAY**

**SECTION 1.            WAGE RATES**

The wages reflected in Appendix A-1 & A-2 (salary schedule), attached hereto, shall be in effect for all technical support employees. The work day shall be assigned by the administration.

**Grade 10, Theater Coordinator  
Grade 9, Computer Tech II,  
Grade 8, Computer Tech I,  
Grade 6, Assistive Technology Technician, Instructional Lab Technician**

**SUBD. 1.    STEP INCREASE STATUS:**

Employees shall be compensated pursuant to Appendix A-1 and A-2. If the initial employment is after January 1st, the employees shall not advance on the following July 1st. Upon the expiration of this Agreement, a step is not automatic and is subject to renegotiation by the parties. The school board reserves the right to withhold advancement on the salary schedule if, in the judgment of the board, circumstances warrant it.

**SUBD. 2.    GRADE LEVEL/ASSIGNMENT TRANSITION**

When an employee accepts a position at a higher grade level they will be shadowed in to an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a 4% increase above their current rate. This could be a one or two step movement in the new grade. This same system will be true for any employee moving out of their bargaining group to accept a position in a different bargaining group (if a clerical employee accepts a position as an instructional technician this same system of placement on the schedule will be applied).

**SUBD. 3.    MOVING TO A LOWER GRADE**

Moving to a lower grade: When an employee moves to a position with a lower grade level they will be shadowed into the hourly rate based on their years of service compared to the years of service of those within that grade level and classification.

**SUBD. 4.    SUBSTITUTE PAY**

Grade 6, Instructional Lab Tech for 2008-09, \$12.58, thereafter Step 1 of the salary schedule.

Any individual substituting for an Instructional Lab Tech shall not be entitled to any other benefits provided by the Technology Support Contract.

**SECTION 2.    VACATION ALLOWANCE**

**SUBD. 1.**

12 month Technical Support employees will earn vacation in the following manner:  
Full time employees under these provisions shall accrue vacation leave with pay as follows:

1 to 4 years	10 days
Starting 5 - 9 years	15 days
Starting 10 - 14 years	20 days
Starting 15+	25 days

Employees not working a full eight (8) hour day should refer to Appendix B-1 & C-1.

## SUBD. 2.

Newly hired twelve (12) month employees shall be eligible to utilize the number of allowable (pro-rated) vacation days during their first year of employment.

If an employee fails to satisfactorily complete the six (6) month probationary period and has used vacation during that period of time, the number of days used shall be deducted from his/her final paycheck.

OR

If an employee resigns during the first year of employment, the number of allowable vacation days shall be pro-rated and paid accordingly and/or deducted if the number of vacation days used, prior to their resignation, would exceed the number of allowable days.

Vacation days are to be arranged with the building principal or administrator in charge in advance to ensure proper leave/staffing during the employee's absence.

## SUBD. 3.      CONDITIONS FOR VACATION ALLOWANCE

Tech Support employees who are employed less than twelve (12) months and transfer to a twelve (12) month position, shall receive the number of vacation days on a pro-rated basis based upon the schedule in Subd. 1.

Example: A nine (9) month employee who has worked for seven (7) years – 199 days per year would have worked 1,393 days. 1,393 days divided by 261 days would place the employee at 5 years of employment (per the contract) and would have earned 15 days of vacation to be taken during the first year of twelve (12) month employment. Thereafter, the employee would follow the schedule as listed in the contract.

- a. Vacation time will not be accumulated.
- b. It is the policy of the school district not to permit accrual of and carrying over of vacation leave. However, effective July 1, 1996, twelve (12) month employees may carry over vacation leave with the written permission of the Superintendent.

Vacation time must be schedule in advance with the employee's supervisor and must be approved by the supervisor or his/her designee.

***Note:** In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on vacation, the employee's leave will be changed to the appropriate leave type with the approval of the Superintendent.*

## SECTION 4.    HOLIDAYS

Any legal holidays to be granted Tech Support employees must conform with the yearly school calendar.

**SUBD. 1.**

Tech Support Personnel shall be granted the following paid holidays:

<b><u>1472+ Hours Worked (10)</u></b>	<b><u>1471 Hours Worked (8)</u></b>	<b><u>1471 Hours Worked(6)</u></b> <i>Not currently receiving holidays or hired after 7/1/2008</i>
New Year's Day	New Year's Day	New Year's Day
Presidents' Day	Presidents' Day	Presidents' Day
Good Friday	Good Friday	Good Friday
Easter Monday*		
Memorial Day	Memorial Day	Memorial Day
Labor Day	Labor Day	
Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
Christmas Eve	Christmas Eve	
Christmas Day	Christmas Day	Christmas Day
New Years Eve		

*\*If School were not in session on EASTER MONDAY, this day would be a non-work day for all employees. This is not a floating holiday.)*

**SUBD. 2.**

If any of the above holidays fall on weekends, the holiday will be observed on the Monday following or the Friday preceding, as determined by the administration. When Christmas or New Year's Day fall on a Saturday or Sunday, the employees may take the additional day off as agreed to in the Master Agreement on either Friday or Monday, consistent with the needs of service. (For example: If Christmas falls on Sunday, the employee may take off Friday or Monday.)

Whensoever school is in session on President's Day, Tech Support employees may take the day as a floating holiday. If the floating holiday is not taken during the contracted days, it will then be paid at the rate of \$14.50 per hour. The payment will occur in a supplemental payroll at the end of July.

**SUBD. 3.**

For all new employees (during their first year of employment) payment for holidays shall include those within the time period of their annual calendar.

**SECTION 5. HOURS: BASIC WORK DAY, LUNCH, AND COFFEE BREAKS:**

Full time and part time employees working at least six (6) hours or more shall be provided a duty-free unpaid lunch period of thirty (30) minutes. A duty-free fifteen (15) minute break will be provided for every consecutive four (4) hour work period on a non-accumulative basis.

**SECTION 6. PROBATIONARY PERIOD:**

The probationary period for non-certified personnel in this school district shall be six (6) months. During the probationary period, the non-certified employee may be dismissed at any time it becomes apparent to the administration that the employee is not willing or qualified to perform the duties of the

position. Probationary employees should be evaluated by their immediate supervisor and recommended for permanent status.

**SECTION 7. OVER TIME**

1. Hours worked in excess of 40 hours per week are paid at time and a half in the pay period of which they are earned.
2. Vacation days, sick days and holidays count in the calculation of overtime.
3. All overtime must be approved **in advance** by the Technology Coordinator.

**SECTION 8. JOB POSTINGS:**

All job postings will be posted for a minimum of five (5) work days. Postings will consist of notification through school district email sent out district wide and will be available to view on the school district website.

**ARTICLE VI**  
**GROUP INSURANCE**

***Affordable Care Act.** In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.*

**SECTION 1. SELECTION OF CARRIER:**

The selection of the insurance carrier and policy shall be made by the school board.

**SECTION 2. MEDICAL-HOSPITALIZATION INSURANCE:**

**Subd. 1. Single Coverage:** Effective July 1, 2020, the school district shall contribute a sum not to exceed the cost of Comp Basic Single, based on hours worked Appendix B-1 & E-1, during the 2020-21 school year for the cost of the single premium for all Tech Support employees employed by the school district who qualify for and are enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Effective July 1, 2021 the district shall contribute a sum not to exceed the cost of Comp Basic Single, based on hours worked Appendix B-1, during the 2021-22 school year for the cost of the single premium for all tech support employees employed by the school district who qualify for and are enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

**Subd. 2. Family Coverage:** Effective July 1, 2020, the school district shall contribute a sum not to exceed \$1,613.69 per month of service based on hours worked Appendix B-1 & E-1, during the 2020-21 school year for the cost of the family premium for all tech support employees employed by the school district who qualify for and are enrolled in the school district group medical-hospitalization plan and who qualify for family coverage. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Effective July 1, 2021, the school district shall contribute a sum up to 73.5% of Comp Basic Family capped at \$1,677.08 per month, based on hours worked, Appendix B-1, for the cost of the family premium for all tech support employees employed by the school district who qualify for and are enrolled in the school district group medical-hospitalization plan and who qualify for family coverage. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

**SECTION 3. INCOME PROTECTION INSURANCE:**

The school district will pay the premium for the income protection insurance in force on the effective date of this Agreement for all Tech Support employees who are eligible.

**SECTION 4. DENTAL INSURANCE:**

Effective July 1, 2020 the school district shall contribute a sum not to exceed \$81.00 per month based on hours worked Appendix B-1 & E-1, of service for a composite dental plan for all full time Tech Support Employee employed by the school district who qualify for and are enrolled in the dental plan.

Effective July 1, 2021, the school district shall contribute a sum capped at \$81.00 per month of service for the cost of the dental insurance premium for all Tech Support employees who are employed by the school district who qualify for and are enrolled in the group dental insurance plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction (based on hours worked, Appendix B1 & E1).

**SECTION 5. LIFE INSURANCE:**

The school district shall provide a group term insurance policy covering all full time employees in the amount of \$50,000.00.

**SECTION 6. CLAIMS AGAINST THE SCHOOL DISTRICT**

Any description of insurance benefits contained in this article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

**SECTION 7. COMBINING HOURS**

If an employee works in more than one bargaining unit they can combine their hours to qualify for insurance; Custodian, Instructional Tech/Support Staff, HESA, Food Service, Health Services, Paraprofessionals, Community Ed Paraprofessionals, Community Ed Coordinators Individual Business Office. The district will allow combining of contributions (policy holder-family contribution + spouse-single contribution) only if family insurance coverage is needed due to the dependents (children).

**SECTION 8. WORKERS' COMPENSATION**

**SUBD. 1**

Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave pay, essential leave and/or vacation pay.

**SUBD. 2**

A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portion of days of sick leave time which is used to supplement Worker's Compensation.

**SUBD. 3**

Such payments shall be paid by the school district to the employee only during the period of disability.

**SUBD. 4**

In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

**SECTION 9. TAX SHELTERED ANNUITIES**

The school district shall continue to make available to Tech Support employees the payroll deduction program for tax-sheltered annuities

**ARTICLE VII**  
**LEAVE PROVISIONS**

**SECTION 1. SICK LEAVE**

Tech Support Staff members will be granted sick leave at the proration of their average hours per day according to Appendix C-1

**SUBD. 1**

Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

The school board may require an employee to furnish a medical certificate from qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.

Sick leave does not apply to situations related to daycare issues, or lack of childcare.

**SUBD. 2**

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

**SUBD. 3**

Sick leave pay shall be approved upon submission of sick leave through the TimeClock+ System.

**SUBD. 4**

Employees are required to give adequate notice to their supervisor when sick leave is to be taken to allow time to obtain replacements.

**SUBD. 5**

Sick days used in excess of accumulated sick leave shall be deducted from their salary.

**SUBD. 6**

Unused sick leave days may accumulate to 180 days. Tech Support Members will be paid up to five (5) days of unused sick leave beyond 150 days at the rate of \$14.50 per hour. Those who prefer NOT to receive payment, please notify the Personnel Office, in writing, no later than June 1 of the current fiscal year. Payment will be made in a supplemental payroll at the end of July.

**SUBD. 7**

On or about January 15th of each year, the business office will contact members for voluntary donations of unused sick leave days to establish and maintain a paid sick leave bank up to 250 days. Employees may donate a maximum of 2 days per year to the bank.

If a member of the bargaining unit runs out of sick leave due to serious illness, they may contact the School Superintendent about their situation and request days from the sick leave bank. The Superintendent will determine the amount of sick leave to be granted from the bank, with a maximum of 10 days.

**SECTION 2. BEREAVEMENT**

In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepchild, stepparent, or guardian, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in the pay and without deduction from sick leave.

At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

**SECTION 3. ESSENTIAL LEAVE**

**Subd. 5. Essential Leave**

All employees will be granted leave, of no more than two (2) days per year, non-accumulative, for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other policies. The leave is granted according to the employee's pro-rated hours per day. Any days that are unused will be paid at a rate of \$14.50 per hour. The payment for unused days will occur in a supplemental payroll at the end of July.

**SECTION 4. PARENTAL LEAVE**

In the event of pregnancy, the Tech Support employee shall notify the Superintendent of Schools not later than the fourth month of pregnancy of the expected date of delivery. The employee must also submit a physician's statement indicating the estimated date of delivery. A leave of absence of not more than twelve (12) months may be granted upon written request.

**SUBD. 1.**

Employees requesting a parental leave must request such leave in writing, which shall be accompanied by a physician's statement, indicating the employee is able to perform his/her assigned duties and responsibilities without injury or illness.

**SUBD. 2.**

The effective date of the leave, its duration and the approximate date of return to employment shall be determined by the superintendent based upon the employee's medical statement and the needs of the employer's program.

**SUBD. 3.**

Adoption leave shall be granted upon the request of an employee pursuant to the applicable provisions of the maternity leave section. Employees may use days for pre-adoption meetings and travel days to complete the adoption process.

**SECTION 5. UNPAID LEAVE OF ABSENCE**

Effective July 1, 1996, Tech Support Staff members who have been employed for at least three (3) years may be granted a leave of absence, not to exceed one year. Leave to be without pay or fringe benefits. The employee shall be allowed to return to his/her position upon termination of the leave of absence. The grant of such leave shall be at the discretion of the school district.

**SECTION 6. JURY DUTY**

Employees called to serve on a jury or subpoenaed to appear in court due to or because of their position with the school district, shall remit pay to the district, not including mileage, and receive a regular day's pay.

**SECTION 7. EMERGENCY CLOSINGS**

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work but directed not to report, will be paid. If staff are directed to report, please refer to the District's Provisions for the Closing of Schools, on the School District website under staff forms for further information.

**ARTICLE VIII**  
**EARLY RETIREMENT**

**SECTION 1.**

Tech Support Staff, who were hired prior to July 1, 2008, who have completed at least twelve (12) years of continuous service with the school district and who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this article upon submission of a written resignation accepted by the school board.

**SECTION 2.**

Eligible employees, upon early retirement, shall receive as severance pay an amount representing fifty (50) days pay.

**SECTION 3.**

Tech Support employees covered by this contract, who were hired prior to July 1, 2008, shall receive, upon their retirement, the amount of the employees unused number of accumulated sick leave days, but in any event not to exceed 100 days. This is in addition to the severance pay provided in Section 2.

Based upon the above, the maximum number of days that could be paid for severance purposes is 150 days for Tech Support employees.

**SECTION 4.**

**Daily Rate:** Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008/09 school year.

Grade 6	\$17.41
Grade 8	\$21.38
Grade 9	\$23.63

Hours per day and rate of pay will be based on a five (5) year average.

Example:

- Instructional Lab Tech, 3 years at Grade 6, current rate or cap
- Tech I, 2 years at Grade 8, current rate or cap

The average rate of pay would be used to calculate severance.

If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. If the employees 2008-09 hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes. *See Appendix F-1*

**SECTION 5.**

Severance pay shall be paid by the school district in equal annual installments over a time period not to exceed two (2) years from the effective date of the retirement and shall not be granted to an employee who is discharged by the school district. The first payment will occur in the month of January following the retirement date. The 2<sup>nd</sup> payment will occur one year from that January. Severance payments will be placed in a 403(b) Plan in the individual's name. (The plan will be through ESI).

**SECTION 6. GROUP INSURANCE**

An employee, hired before July 1, 2008, who retires early pursuant to this Article shall be eligible to continue participation in the district group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier. The district shall contribute \$225.00 per month towards Single Coverage and \$350.00 per month towards Family Coverage, until the age of 65 or the expiration of eight (8) years of district contribution, whichever occurs first. The portion of the premium not contributed by the school district shall be borne by the Tech Support Staff member. See Appendix F-1

It is the responsibility of the employee to make arrangements with the school business office to pay the school district the monthly premium amounts in advance and on such date as determined by the school district.

**SECTION 7. MATCHING CONTRIBUTION PLAN - 403B**

Beginning July 1, 2008, employees who are hired after June 30<sup>th</sup>, 2008 who are regularly employed with the school district shall be eligible to participate in a 403(b) matching contribution plan pursuant to M.S.356.24.

Beginning July 1, 2008, employees who were hired prior to July 1, 2008, who are regularly employed with the school district shall be eligible and may choose to participate in a 403B matching contribution plan pursuant to M.S.356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under Article V - Severance.

**Contributions**

The district will match eligible annual employee contributions at the beginning of the years of service as stated below. Budgeted annual amounts will determine the max that can be set up each year.

<u>Beginning of School Year in ISD 200</u>	<u>Maximum Match</u>
4-8	2.5%
9-13	3.0%
14+	3.5%

Determination of years is based on hire date before or after 1/1.

Maximum annual match is capped at \$2,500.

Maximum lifetime match is capped at \$35,000

ISD #200 salary reduction authorization agreement stating "Matching Contribution" must be received by the district office on August 1, preceding the school year during which the employee wishes to participate.

**SECTION 8.**

In the event of the death of an employee who is eligible for severance pay under the provisions of Article VIII, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply.

**ARTICLE IX**  
**MISCELLANEOUS**

**SECTION 1.    SHORT COURSE TRAINING**

The school district will pay the tuition costs of authorized and approved short course training.

**SECTION 2.    PAY PERIODS**

Effective July 1, 2006, the pay periods will be on the 5<sup>th</sup> and the 20<sup>th</sup> of each month.

**SECTION 3.**

The effective date of retirement shall be according to statutes.

**SECTION 4.    RESIGNATION**

The resignation should be turned in at least two (2) weeks in advance of leaving. Employees should write a letter of resignation to the superintendent (copy to building administrator) stating the reason for leaving. The superintendent then presents the resignation to the Board of Education at its next regular meeting for acceptance.

**SECTION 5.    JOB ASSIGNMENT**

Job assignment is the responsibility of the immediate supervisor.

**SECTION 6.    SENIORITY**

Seniority will be based on the date of employment.

**SUBD. 1.       REDUCTION OF WORK FORCE**

If it becomes necessary to reduce the Tech Support work force, the following procedure will be followed to effect the staff reduction.

**Subd.1a.**       Seniority for the reduction of work force purposes will be based on the total years of employment under the Technology Support Staff Contract; total years not necessarily concurrent.

- Subd. 2a.** The employee holding the eliminated position shall have the right to replace the least senior employee in the Tech Support group, provided the employee has more seniority than the employee being replaced and is qualified to perform the duties of that position.
- Subd. 3a.** Employees to be laid off shall receive written notice two (2) calendar weeks in advance of the effective date of the employee's last date of employment.
- Subd. 4a.** Employees who are laid off shall be put on a recall list for one calendar year. Those on the recall list shall have the same rights as current employees to be considered for new job postings.
- Subd. 5a.** Employees recalled from layoff shall be reinstated at the pay rate specific in the contract that is in force at the time of reemployment.

**SECTION 7. ABSENTEEISM**

An employee who must be absent because of illness or other legitimate reason must notify the supervisor as early as possible.

**SECTION 8. ABSENCES**

Absences or unapproved absences not covered by leave policies will result in a salary deduction at the employee's regular hourly compensation rate.

**SECTION 9. USE OF FACILITIES AND EQUIPMENT**

The District 200 Tech Support Employees shall have the right to use school mailboxes and the inter-school mail service for organizational material, provided that all such material is clearly identified and the organization accepts all responsibility for such material.

When facilities are desired for meetings, such request will be submitted through channels.

**SECTION 10. AGREEMENT COPIES**

Copies of the Agreement shall be reproduced at the expense of the Board and distributed to all Tech Support employees and to all subsequently hired employees covered by this Agreement.

**SECTION 11. MILEAGE**

The district will pay the IRS rate per mile for authorized use of personal cars in connection with school district business as pre-approved by the immediate supervisor.

**ARTICLE X**  
**BMS GRIEVANCE PROCEDURE**

**5510.5110 POLICY**

Parts 5510.5110 to 5520.5190 are to be literally construed so as to effectuate the purposes of Minnesota Statutes, Chapter 179A, the Public Employment Labor Relations Act.

**5510.5120 APPLICATION**

Parts 5510.5110 to 5510.5190 are applicable when a public employer and an exclusive representative of public employees have not reached agreement on or do not have access to a contract grievance procedure as required by Minnesota Statutes, Section 179A.20, Subdivision 4.

**5510.5130 DEFINITIONS**

**SUBPART 1. SCOPE.**

For the purpose of parts 5510.5110 to 5510.5190, the words defined in this part have the meanings given them.

**SUBPART 2. BUREAU.**

“Bureau” means the Bureau of Mediation Services.

**SUBPART 3. DAYS**

“Days” means calendar days.

**SUBPART 4. EMPLOYEE**

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

**SUBPART 5. GRIEVANCE**

“Grievance” means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, Section 179A.20, Subdivision 1. If no contract exists between the exclusive representative and the employer, “grievance” means a dispute or disagreement regarding the existence of just cause in the discipline of any employee or the termination of nonprobationary employees.

**SUBPART 6. NONPROBATIONARY.**

“Nonprobationary” means an employee who has completed an initial probationary period required as part of the public employer’s employment process.

**SUBPART 7. PARTY.**

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

## **SUBPART 8. SERVICE.**

“Service” means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization and its last known mailing address. Service under parts 5510.5110 to 5510.5190 is effective upon deposit with the United States Postal Service as evidenced by a postmark or dated receipt, or upon personal delivery.

### **5510.5131 COMPUTATION OF TIME**

In computing any period of time prescribed or allowed by parts 5510.5110 to 5510.5190, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday or holiday.

### **5510.5140 STEP ONE**

When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee’s immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five (5) days after the grievance is presented.

### **5510.5150 STEP TWO**

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in part 5510.5140 (step one), a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer’s representative within 15 days after the immediate supervisor’s response was due under part 5510.5140 (step one). The employer’s representative shall meet with the agent of the exclusive representative within five (5) days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer’s representative shall serve a written response to the grievance on the agent of the exclusive representative within five (5) days of the meeting. The response shall contain a concise statement of the employer’s position on the grievance and the remedy or relief the employer is willing to provide, if any.

### **5510.5160 STEP THREE**

If the grievance is not resolved under part 5510.5150 (step two), the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person’s designated representative within ten (10) days after the written response required by Part 5510.5150 (step two) was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance or the agent of the exclusive representative within five (5) days of the meeting.

**GRIEVANCE REPORT FORM**

**Independent School District 200  
Hastings, Minnesota**

**Grievance No.** \_\_\_\_\_

**Name** \_\_\_\_\_ **Building** \_\_\_\_\_

**Date Grievance Occurred** \_\_\_\_\_

**Statement of Facts:**

**Specific Provisions of No Discrimination Policy Allegedly Violated:**

**Particular Relief Sought:**

**Dated:** \_\_\_\_\_ **Signature of Grievant** \_\_\_\_\_

**Copies to:**     **Superintendent**  
                  **Supervisor**

**Adopted:**     **2/10/77**

**Independent School District 200  
Hastings, Minnesota**

**ARTICLE XII**  
**DURATION**

**SECTION 1.**

**THIS AGREEMENT** shall remain in full force and effect for a period commencing on July 1, 2020 through June 30, 2022. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, 2022, all compensation and working conditions remain in effect as set forth in this Agreement until a successor Agreement is affected.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

**FOR DISTRICT #200 TECHNOLOGY  
SUPPORT STAFF**

**FOR INDEPENDENT SCHOOL DISTRICT #200  
HASTINGS PUBLIC SCHOOLS**

\_\_\_\_\_  
Technology Support Staff Negotiator

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Technology Support Staff Negotiator

\_\_\_\_\_  
Superintendent

Date:

Date:

## Appendix A-1

2020-2021

Grade Step	12	11	10	9	8	7	6	5	4	3
2-Min	\$28.83	\$26.50	\$24.08	\$22.05	\$20.10	\$18.52	\$17.04	\$15.66	\$14.34	\$13.23
3	\$29.71	\$27.23	\$24.73	\$22.65	\$20.61	\$18.93	\$17.40	\$15.98	\$14.68	\$13.51
4	\$30.58	\$27.95	\$25.41	\$23.20	\$21.12	\$19.37	\$17.80	\$16.33	\$14.97	\$13.82
5	\$31.45	\$28.70	\$26.08	\$23.78	\$21.64	\$19.80	\$18.18	\$16.67	\$15.28	\$14.08
6	\$32.31	\$29.43	\$26.72	\$24.34	\$22.14	\$20.19	\$18.54	\$17.04	\$15.64	\$14.37
7-Mid	\$33.29	\$30.15	\$27.38	\$24.93	\$22.68	\$20.63	\$18.93	\$17.37	\$15.93	\$14.69
8	\$34.16	\$30.91	\$28.05	\$25.49	\$23.17	\$21.05	\$19.32	\$17.72	\$16.24	\$14.95
9	\$35.03	\$31.65	\$28.72	\$26.07	\$23.70	\$21.46	\$19.68	\$18.07	\$16.55	\$15.24
10	\$35.91	\$32.38	\$29.39	\$26.61	\$24.21	\$21.91	\$20.09	\$18.42	\$16.89	\$15.53
11	\$36.78	\$33.12	\$30.03	\$27.20	\$24.73	\$22.32	\$20.47	\$18.76	\$17.18	\$15.84
12	\$37.64	\$33.86	\$30.71	\$27.77	\$25.24	\$22.76	\$20.85	\$19.13	\$17.51	\$16.10
13-1 Max	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41

### Longevity

13-2	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41
13-3	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41
13-4	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-5	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-6	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-7	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-8	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-9	\$40.91	\$37.08	\$33.89	\$30.34	\$27.76	\$25.18	\$23.42	\$20.96	\$19.34	\$17.91

Longevity will be paid to those who are on step 13 for the 4th and 9th year according to the following schedule.

Grades	Year	Amt.	Total
3-5	4th	\$0.75	\$0.75
6-9	4th	\$1.00	\$1.00
10-12	4th	\$1.25	\$1.25
3-5	9th	\$0.75	\$1.50
6-9	9th	\$1.00	\$2.00
10-12	9th	\$1.25	\$2.50

11/12/2019

## Appendix A-1

### 2021-2022

Grade Step	12	11	10	9	8	7	6	5	4	3
3-Min	\$30.45	\$27.91	\$25.35	\$23.22	\$21.13	\$19.40	\$17.84	\$16.38	\$15.05	\$13.85
4	\$31.34	\$28.65	\$26.05	\$23.78	\$21.65	\$19.85	\$18.25	\$16.74	\$15.34	\$14.17
5	\$32.24	\$29.42	\$26.73	\$24.37	\$22.18	\$20.30	\$18.63	\$17.09	\$15.66	\$14.43
6	\$33.12	\$30.17	\$27.39	\$24.95	\$22.69	\$20.69	\$19.00	\$17.47	\$16.03	\$14.73
7-Mid	\$34.12	\$30.90	\$28.06	\$25.55	\$23.25	\$21.15	\$19.40	\$17.80	\$16.33	\$15.06
8	\$35.01	\$31.68	\$28.75	\$26.13	\$23.75	\$21.58	\$19.80	\$18.16	\$16.65	\$15.32
9	\$35.91	\$32.44	\$29.44	\$26.72	\$24.29	\$22.00	\$20.17	\$18.52	\$16.96	\$15.62
10	\$36.81	\$33.19	\$30.12	\$27.28	\$24.82	\$22.46	\$20.59	\$18.88	\$17.31	\$15.92
11	\$37.70	\$33.95	\$30.78	\$27.88	\$25.35	\$22.88	\$20.98	\$19.23	\$17.61	\$16.24
12	\$38.58	\$34.71	\$31.48	\$28.46	\$25.87	\$23.33	\$21.37	\$19.61	\$17.95	\$16.50
13-1 Max	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82

### Longevity

13-2	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82
13-3	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82
13-4	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-5	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-6	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-7	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-8	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-9	\$41.87	\$37.94	\$34.67	\$31.05	\$28.40	\$25.76	\$23.96	\$21.45	\$19.79	\$18.32

Longevity will be paid to those who are on step 13 for the 4th and 9th year according to the following schedule.

Grades	Year	Amt.	Total
3-5	4th	\$0.75	\$0.75
6-9	4th	\$1.00	\$1.00
10-12	4th	\$1.25	\$1.25
3-5	9th	\$0.75	\$1.50
6-9	9th	\$1.00	\$2.00
10-12	9th	\$1.25	\$2.50

11/12/2019



**Appendix C-1**

**Paid Days Off Based on *Hours Worked* Grades 1-12**

<b>Hours Worked</b>	<b>Vacation Days</b>	<b>Holidays</b>	<b>Essential Leave</b>	<b>Paid Days Off</b>	<b>Emergency Closing</b>	<b>Sick Days</b>
Prorated on average hours per day, max of 8 hours per day. Minimum of 2 hours per day to qualify. (344 annual hours)						
<b>Full Time 12 Month</b>	<b>10-25</b>	<b>14</b>	<b>3</b>	<b>27-42</b>	<b>NL</b>	<b>12</b>
<b>Less Than Full-Time 12 months***</b>	<b>10</b>	<b>10</b>	<b>2</b>	<b>22</b>	<b>NL</b>	<b>10</b>
<b>1472 +</b>	<b>5</b>	<b>10</b>	<b>2</b>	<b>17</b>	<b>NL</b>	<b>10</b>
<b>1471 -</b>	<b>4</b>	<b>8</b>	<b>2</b>	<b>14</b>	<b>NL</b>	<b>9</b>
<b>Do not currently receive or Hired After July 1, 2008 ***1471 -</b>	<b>2</b>	<b>6</b>	<b>2</b>	<b>10</b>	<b>NL</b>	<b>9</b>

Days will be prorated for partial years.

Emergency Close- Custodians/Kids Kampus employees who have to report may use as a float as approved by supervisor. Anyone else who reports it is by their choice and they will not be able to use as a float.

\*\*\*District requirement for year round less than full time.

Annual hours worked excludes hours outside of the normal contracted day/year-overtime, summer, breaks, after school ect.

Appendix D-1

Holiday/Non Workday Schedule

<b>(school in session includes workshop days)</b>					<b>Do not currently receive or Hired 7/1/2008 &amp; after ***1471 - Hours Worked</b>
<b>Full Time Year Round</b>	<b>Full Time Custodians</b>	<b>1472+ Hours Worked</b>	<b>1471 - Hours Worked</b>	<b>1471 - Hours Worked</b>	<b>1471 - Hours Worked</b>
1 New Year's Day	New Year's Day	1 New Year's Day	1 New Year's Day	1 New Year's Day	1 New Year's Day
2 Presidents Day Observed	Presidents Day Observed	2 Presidents Day Observed	2 Presidents Day Observed	2 Presidents Day Observed	2 Presidents Day Observed
3 Good Friday	Good Friday	3 Good Friday	3 Good Friday	3 Good Friday	3 Good Friday
4 Memorial Day	Memorial Day	4 Memorial Day	4 Memorial Day	4 Memorial Day	4 Memorial Day
5 Independence Day	Independence Day	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
6 Friday before Labor Day (non work day-if school is in session replaced with Thurs of Teacher Assoc.)	Float	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
7 Labor Day	Labor Day	5 Labor Day	5 Labor Day	5 Labor Day	XXXXXXXXXXXXXX
8 Friday of Teacher Assoc.	Float	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
9 Thanksgiving	Thanksgiving	6 Thanksgiving	6 Thanksgiving	6 Thanksgiving	5 Thanksgiving
10 Friday after Thanksgiving	Friday after Thanksgiving	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX (CE Para's Grandf per list,prorate 1520)	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
11 Christmas Eve	Christmas Eve	7 Christmas Eve	7 Christmas Eve	7 Christmas Eve	XXXXXXXXXXXXXX
12 Christmas Day	Christmas Day	8 Christmas Day	8 Christmas Day	8 Christmas Day	6 Christmas Day
13 New Year's Eve	New Year's Eve	9 New Year's Eve	9 New Year's Eve	9 New Year's Eve	XXXXXXXXXXXXXX
14 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	10 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	10 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	10 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	10 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)

**Appendix E-1**

**Health Insurance Contribution-Grades 1-12**

		<b>2018-2019 0%</b>	
<b>Annual Hours Worked</b>	<b>% of Contribution Based On Hours Worked</b>	<b>Single Contribution</b> <small>(Up to Comp Basic Single Premium)</small>	<b>Family Contribution</b>
		<b>\$753.50</b>	<b>\$1,582.09</b>
1,606-1,888	100%	\$753.50	\$1,582.09
1,417-1,605	85%	\$640	\$1,345
1,228-1,416	75%	\$565	\$1,187
945-1,227	65%	\$490	\$1,028
850-944	50%	\$377	\$791
<b>19-20 cap stays at \$1,644.20</b> <small>(budget 2% increase, cap equates to a 3.89% increase)</small>			

**Dental Insurance Contribution -Grades 1-12**

		<b>2018-2019 &amp; 2019-2020 0%</b>	
<b>Annual Hours Worked</b>	<b>% of Contribution Based On Hours Worked</b>	<b>Single Contribution</b>	<b>Family Contribution</b>
		<b>\$81.00</b>	<b>\$81.00</b>
1,606-1,888	100%	\$81.00	\$81
1,417-1,605	85%	\$69	\$69
1,228-1,416	75%	\$61	\$61
945-1,227	65%	\$53	\$53
850-944	50%	\$41	\$41

See appendix B-1 for hours worked.



## **SCHOOL RESOURCE OFFICER AND TRAFFIC CONTROL AGENT PROGRAM AGREEMENT**

This School Resource Officer and Traffic Control Agent Program Agreement by and between the City of Hastings ("City") and Hastings Independent School District 200 ("School District").

### **RECITALS**

**WHEREAS**, the School District and the City desire to join in a mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

**WHEREAS**, the State Legislature has provided in Minnesota Statute § 126C.44 a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime; and

**WHEREAS**, the School District and the City desire to join in a mutual effort to provide limited traffic control at intersections near school facilities where school bus, other traffic, and student pedestrian traffic can become congested during morning and afternoon hours when students are arriving at and leaving the school facilities.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

#### **1. Purpose**

The City and School District will collaborate on a School Resource Officer Program (the "SRO Program") between the City and School District. Both the City and School District have determined that the SRO Program is beneficial to school and community safety and promotes collaboration between police, school, staff, counselors, parents, and students. This Agreement is intended, in part, to set forth the terms and conditions, to create, fund, and implement the position of a police School Resource Officer ("SRO").

The City and School District will also collaborate on a Traffic Control Agent Program (the "TCA Program") between the City and School District. Both the City and School District have determined that the TCA Program is beneficial to school and community safety and will promote safety of students, staff, and the public at large. The purpose of this Agreement is, in part, to set forth, the terms and conditions, to create, fund, and implement the positions of Traffic Control Agent ("TCA").

#### **2. Funding – SRO Program**

The City and School District will jointly fund the following expenses in connection with

the offering of the SRO Program.

- A. SRO's salary at 50%-50% split to be paid at the top patrol rate and mid-range longevity step, as more fully identified on Exhibit A.
- B. SRO's related benefits, including, but not limited to health insurance, retirement, workers compensation, sick time, vacation and disability pay at 50%-50% split, as more fully identified on Exhibit A.
- C. Training costs to be borne by the City unless specific training is requested or required by the School District in which case those training costs will be borne by the School District.
- D. Equipment maintenance and replacement will be primarily the responsibility of the City with the School District contributing a fixed portion of these program costs as detailed in Exhibit A and will be subject to annual review.
- E. Overtime for special events as may be required for the safety of students, staff, and visitors to School District facilities will be determined on an annual basis and shared between the City and the School District based on average overtime hours utilized as specified in Exhibit A.

The parties agree to review shared costs on an annual basis by June 30th of each year the Agreement is in effect. In the event the parties cannot reach agreement on the allocation of shared costs there shall be no annual adjustment for the upcoming year and the City and School District may each exercise their right to terminate this Agreement as provided herein. In the event the School District or the City should receive a grant or special funding to offset the costs of the SRO Program, the grant funding or special funding shall be applied against, and offset, the costs borne by the entity receiving the grant or special funding.

### **3. Funding-Traffic Control Agent (TCA) Program**

It is intended the City and School District will utilize existing school patrol personnel previously employed by the School District as Traffic Control Agent's (TCA's). Those individuals selected to act as TCA's shall receive all background checks, equipment and training generally necessary to qualify as a City of Hastings Reserve Officer. By meeting the qualifications of a City of Hastings Reserve Officer, the TCA's shall have authority pursuant to Minn. Stat. § 626.84 to provide traffic control at the direction of the Hastings Police Department. The TCA's shall be employees of the City but the School District will reimburse the City all costs associated with the employment of the TCA's. The parties agree to review the costs of funding the TCA Program on an annual basis by June 30th of each year the Agreement is in effect. In the event the parties cannot reach agreement as to the costs for the TCA Program, there shall be no adjustment for the upcoming year and the City and School District may each exercise their right to terminate this Agreement as provided herein.

#### 4. Services

- A. **SRO Program.** The City shall provide the services of a police officer or officers and related support services and supplies to assist the School District in establishing and maintaining the program at the assigned school(s). The SRO(s) will have the duties as described on the attached Exhibit B. The School District agrees to provide adequate office space, telephone access, computer and printer for use by the SRO(s).
  
- B. **TCA Program.** The City shall provide the necessary background investigations, training and equipment for the TCA's and shall provide the TCA's to assist the School District in traffic control duties at intersections near school district facilities as more fully described on Exhibit C.

#### 5. Payment

The City shall provide billing statements to the School District for services provided herein on a semi-annual basis on June 30 and January 1 of each year. Such statements will be due and payable by the School District to the City no more than thirty (30) days after receipt of the same. The billing to the School District shall be done so in arrears of service provision (January billing shall cover the period of July 1 through December 31).

#### 6. Term

This Agreement shall commence on the 1st day of July, ~~2016~~2020, and shall end on the 30th day of June, ~~2018~~2022, subject to the cost adjustments and right of either party to terminate as provided herein. The agreement may be renewed for additional one-year periods as agreed by both parties.

#### 7. Independent Contractor

The City, through its Chief of Police, will remain free to exercise judgment and professional expertise in determining how to best provide the services described in this Agreement. The City acknowledges that no withholding for state or federal benefits or taxes will be made from the payments due the City by the School District. The City also acknowledges that it has the sole obligation to comply with state, local and federal tax provisions with regard to these services and the employees hired by the City to perform the work described herein, including worker's compensation laws.

The City and any City employee who performs services for the School District agree that the employee shall not accrue any continuing contract rights and the employee specifically waives any right to a continuing contract with the School District. The City agrees that if the employee makes any employment claim or brings any employment action of any kind, the City will be solely responsible for the defense and payment of any claim as the employee is not an employee of the School District.

## **8. Scheduling**

The duty hours of the SRO are flexible and will be primarily coordinated with the school day and/or activities upon agreement with the School District. The SRO will make daily contact with the police department for the purpose of keeping abreast of incident reports and other City activities that may be of importance to the safety of students and School District staff. During non-school periods, the SRO's duties and schedule will be determined by the Chief of Police.

The duty hours of the TCA's will be primarily coordinated with the arrival and departure of students from school facilities during regular school days and upon agreement with the School District. The City shall be primarily responsible for scheduling the TCA's but the City will take all reasonable input from the School District.

## **9. Termination of this Agreement**

Either party may terminate this Agreement by providing written notice to the other party no less than six months prior to the effective termination date.

## **10. Temporary Emergency Reassignment**

If, in the discretion of the Chief of Police, it becomes necessary to remove the SRO from the district, the Chief of Police will immediately inform the School District officials in advance of such action.

## **11. Security/Linking**

The SRO(s) office will be locked and secured by a key issued only to the SRO(s). The SRO(s) will be provided a suitable computer, monitor and printer and any other items or services necessary, at the expense of the School District, so that the SRO will have full access to the City email and network system and the School District's email and network system at all times the SRO(s) is working pursuant to this Agreement.

## **12. Indemnity and Hold Harmless**

- A. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, disease, or claimed injuries or diseases compensable under the Worker's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the City taking place on such property, structures or equipment.

- B. The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorney's fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Worker's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School district taking place on any such property, structures or equipment.
- C. The indemnity provisions of Subparagraph A shall not apply to any liability incurred by the School District as a result of any negligent, wrongful or tortuous acts of the School District, its officers, agents or employees.
- D. The indemnity provisions of Subparagraph B hereof shall not apply to any liability or expenses incurred by the City as a result of any negligent, wrongful or tortuous acts of the City, its officers, agents or employees.
- E. The parties agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.
- F. In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

### **13. Amendments**

This Agreement contains the full understanding and agreement between the parties and may not be amended except in writing agreed to and executed by both parties. If any provision of this agreement is found invalid by a court or agency, it shall not invalidate any remaining provisions.

### **14. Data Practices**

Sharing of data will be done only pursuant to the Minnesota Data Practices Act and the Family Educational Rights of Privacy Act. Any data shared between the two parties to this agreement will be maintained in the accordance with state and federal law. Because the City and the officer(s) are not employees of the School District, any violation of the state or federal law in this regard is the sole responsibility of the City and the officer and each agrees to hold the School District harmless if a claim or action arises because of the City's actions or omissions. City shall provide reasonable data privacy training to all SRO's.

### **15. Discrimination**

The City and School District agree not to discriminate in providing services under this agreement on the basis of race, sex, creed, national origin, age, or religion. The

parties agree not to discriminate as required by state and federal laws.

## **16. Interpretation**

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the City and the School District have contributed substantially and materially to the preparation of this Agreement.

## **17. Construction**

The headings of the sections and subsections of this Agreement are for convenience and reference only and do not form a part hereof; and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship as co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in a manner whatsoever.

## **18. Parties in Interest**

This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, representatives, successors, and assigns. This Agreement is for the sole benefit of City and the School District (including a permitted assignee), and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.

## **19. Attorney's Fees**

In the event of litigation between the parties in connection with this Agreement, the prevailing party (i.e. the party whose position is substantially upheld by the court) shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the closing.

## **20. Definitions**

If any date herein set forth for the performance of any obligations by the parties or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota. The term "including" shall mean including, as an example, without limiting the generality of the foregoing.

**21. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart maybe detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

**22. Governing Law**

This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Minnesota,

**23. Headings**

The headings contained herein are for convenience of reference only and do not affect, define, describe or limit the scope or intent of this Agreement or any of its provisions.

**24. Notices**

Notice to City provided for herein shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to City of Hastings, City Administrator, 101 East 4<sup>th</sup> Street, Hastings MN 55033. Notices sent to School District shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to ISD #200, Attention: Superintendant, 1000 West 11<sup>th</sup> Street, Hastings MN 55033. Either party may designate to each other in writing from time to time a different address for notice.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

City of Hastings

\_\_\_\_\_  
~~Paul Hicks~~ Mary Fasbender, Mayor \_\_\_\_\_ Date

\_\_\_\_\_  
Julie Flaten \_\_\_\_\_ Date  
Administrative Services Director

Hastings Independent School District #200

\_\_\_\_\_  
Tim Collins, Superintendent \_\_\_\_\_ Date

**EXHIBIT A  
SCHOOL RESOURCE OFFICER PROGRAM COSTS**

Costs:

Personnel

Based on top patrol as determined by union contract for 12 months.

**SALARY AND BENEFITS**

<u>Description</u>	<u>2016-2020 Amount*</u>
Wages	\$ <del>74,956.13</del> <u>83,545.24</u>
Medicare	\$ <del>1,086.86</del> <u>1,211.41</u>
Insurance	\$ <del>8,641.00</del> <u>19,867.00</u>
PERA	\$ <del>12,142.89</del> <u>14,787.51</u>
Workers Compensation	\$ <del>2,520.32</del> <u>4,695.24</u>
Long-Term Disability	\$ <del>190.69</del> <u>309.12</u>
<b>TOTAL</b>	<b>\$<del>99,537.90</del><u>124,415.52</u></b>

City Contribution (50%)	\$ <del>49,768.95</del> <u>62,207.76</u>
School District Contribution (50%) <u>with overtime and equipment</u>	\$ <u>66,873.76</u> <del>49,768.95</del>

*\*Prior to completion of negotiations.*

The City of Hastings shall bill only for actual expenses as agreed upon in the contract.

Overtime

As requested by the School District and with the approval of the Chief of Police and/or his designee, the SRO may be authorized to work special events outside of the regular schedule to promote public safety and enhance security of students, staff, and visitors. In accordance with the current collective bargaining unit agreement, the SRO or other officers working these special events are entitled to overtime compensation. The multi-year average for special event overtime (homecoming, prom, school dances, certain athletic events, etc) has averaged more than 80 hours with a time and one half converted value of 120 hours. Recognizing the joint nature of the SRO Program and the desire to provide the School District with a fixed cost of the SRO Program, the City shall invoice the School District for 430 hours of special event overtime at a time and one half pay rate.

### Training

Cost of in-service and professional development training shall be the responsibility of the City, unless it is specifically requested by the School District. The assigned SRO will be allowed by the School District to attend in-service and professional development training, as mandated to keep peace officer license current.

### Equipment

Reimbursement for emergency vehicle and equipment costs at \$200.00/ month/\$2,400 per year to offset City cost of fuel, vehicle and equipment maintenance, CJS mobile data computer access licensure, etc.

**EXHIBIT B**  
**SCHOOL RESOURCE OFFICER PROGRAM**  
**SRO DUTIES AND REQUIREMENTS**

The SRO reports to Hastings Police ~~Administrative Sergeant~~Deputy Chief and/or ~~Divisional Lieutenant~~Operations Commander in collaboration with school administrators.

**Job Duties**

The SRO will work towards carrying out the mission of the Hastings Police Department (HPD) within the school community. The SRO will act in their capacity and authority as a Police Officer for the City of Hastings Police Department to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.

Additionally the SRO will:

Follow all policies and procedures of the Hastings Police Department (HPD)

Follow the HPD chain of command.

Work with the school administration and staff.

Work with building facilities personnel on issues related to building security.

Work with school staff in a fair and impartial manner to identify pre-delinquent youth (at risk) and will assist in targeting the appropriate resources necessary to prevent delinquent acts.

Not discipline students for infractions of school rules.

Serve as a conduit of information between students, staff, parents and Dakota County Social Services, the City of Hastings, and all law enforcement, court, and non-governmental agencies.

Strive to develop and facilitate regular meetings of school staff, police, Dakota County Criminal Justice officials (probation, CAC, County Attorney), Dakota County Social Services officials and other staff deemed necessary to enrich the learning environment or increase the safety of the schools.

Work with School District personnel and Dakota County officials on truancy issues.

Complete appropriate police reports, according to City of Hastings Police Department policy.

Meet with parents and educators (staff) as necessary to facilitate conflict resolution within the school.

Be notified immediately by school administration personnel when crisis response has been activated by the school on any problem.

Monitor and develop a working knowledge of all students who are likely to cause problems or law violations within the school setting.

Intervene and take appropriate action within their authority as SRO when school crisis intervention is not successful.

Provide education programs as requested.

Work with life skills curriculum coordinator.

Provide school staff in-service education as may be requested.

Work at promoting a positive image of ISD 200.

Meet regularly with other SRO's in Dakota County.

### **Position Requirements**

The assigned officer will have at least 1224 months of service to the Hastings Police Department and/or possess special skills/training related to working with juveniles.

The assigned officer will work a flexible schedule, but will generally be scheduled on school days beginning at 7:00 AM and ending at 3:00 PM.

Uniform and/or plain clothes, as authorized by the Chief of Police in consultation with School District administration.

Possess interest and willingness to continually work to improve knowledge related to juvenile justice issues.

Will be reassigned as needed by the Hastings Police Department when not serving in SRO function.

Will continue to attend POST courses as needed to maintain license (will notify school in advance of absence and coordinate emergency contact coverage with department supervisor).

Will respond to emergencies as needed outside of school.

Will maintain regular communication with school and Dakota County Communications Center.

Will work with staff at all ISD 200 schools.

**EXHIBIT C  
TRAFFIC CONTROL AGENT PROGRAM  
COSTS, DUTIES AND REQUIREMENTS**

**Costs.**

TCA's shall be temporary part-time employees of the City of Hastings entitled to hourly wage of:

**\$12.75 per session with a minimum payment of one hour per session. Effective 9/1/2018 and continuing for the 2018-19 & 2019-20 school years.**

**Emergency School Closing**

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work **will be paid.**

As temporary part-time employees, TCA's shall not be entitled to other employment benefits.

The City will be obligated to ensure Worker's Compensation insurance coverage for all TCA's, as well as, required tax, FICA, Medicare, and retirement withholdings as may be required by law.

The work schedule for TCA's shall be set by the School District

The School District shall reimburse the City for all costs incurred for the employment of all TCA's.

**Training and Equipment.**

The City shall provide training to all TCA's sufficient for the TCA's to qualify as Hastings Police Reserve Officers. This shall include all necessary background checks, initial training and annual training and development. For the initial training and providing equipment to the TCA's, the School District shall pay to the City \$2,500.00 to reimburse the City for its cost of training and providing equipment as agreed upon during the annual program/contract review, but will not to exceed \$500.00 unless agreed upon by both parties.



**2020-2021**

<u>Type</u>	<u>Company</u>	<u>Increase</u>		<u>Rate</u>
		<u>Decrease</u>	<u>Year</u>	
Property & Liability	M.I.S.T-Fixed Costs	68.19%	20-21	\$187,250
	M.I.S.T-Loss Fund	69.43%	20-21	\$79,000
	Net Costs	68.56%		\$266,250 *
* Pricing will not exceed this - continuing to work with markets to secure improved pricing.				
Workers Compensation	SFM	-1.64%	20-21	\$175,076
Agency Fee	Macguire Agency	0.00%	20-21	\$12,000
	Net Costs	10.10%		\$187,076



June 17, 2020

**Board of Education**  
Hastings Public Schools  
1000 West 11<sup>th</sup> Street  
Hastings, Minnesota 55033

Re: Independent School District #200  
Hastings Early Childhood Improvements  
Commission No. 202058

Dear Board of Education:

On Thursday, June 4, 2020, at 10:00 a.m., bids were received from ten (10) contractors for the Hastings Early Childhood Improvements project. A bid tabulation is attached for your review. The bid day was competitive and all bids are below the established budget. CM Construction from Burnsville, Minnesota submitted the low base bid in the amount of \$251,755.00.

CM Construction has informed us that they discovered an error in their bid and have requested the District allow them to withdraw their bid and have their bid bond returned per their attached letter. We believe it is in the best interest of the District to allow them to pull their bid from consideration for award.

The next low bidder is Construction Results Corporation of Plymouth, Minnesota with a base bid amount of \$264,690.00.

Our recommendation for actions and award is as follows:

1. Allow CM Construction to remove their bid from consideration and return their bid bond.
2. Award the Hastings Early Childhood Improvements contract to Construction Results Corporation for the base bid amount of \$264,690.00.

Upon Board approval, we will forward contracts to Construction Results Corporation to allow them to begin the project.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "Kyle Edsten".

Kyle Edsten | P.E.  
Associate

Enclosures

cc: Jeff Pesta, ISD #200  
Jen Seubert, ISD #200  
Cameron Peterson, ISD #200  
Scott McQueen, Wold  
Douglas Kahl, Wold  
Contract File

MF/ISD\_200/202058/crsp/jun20

**Wold Architects and Engineers**  
332 Minnesota Street, Suite W2000  
Saint Paul, MN 55101  
woldae.com | 651 227 7773

**PLANNERS  
ARCHITECTS  
ENGINEERS**



**COST ANALYSIS**

**FUNDING SOURCE**

Early Childhood Improvements (Bond Contingency)  
**TOTAL FUNDING**

**FUNDING ALLOCATION**

**Construction**

Building Construction  
 Alternate #1 (Name)  
 Change Order #1  
 Construction Contingency (5%)  
**Subtotal (Construction)**

**Fees, Testing**

Architectural and Engineering Fees  
 Architectural and Engineering Reimbursables  
 Bond Issuance Fees and Underwriter's Discount  
 Geotechnical/Surveying/Wetland Deliniation  
 E.A.W./Environmental Consultants  
 Metropolitan Council / City SAC (#) SAC units)  
 Trunk Storm Drainage Fee  
 Trunk Sanitary Fee  
 Engineering/City Inspections (Watermain Plan Review and Inspection)  
 Water Access Charge Fee  
 Trunk Water Fee  
 State or City Building Code Plan Review Fee  
 State or City Review/Inspection Fee  
 Health Dept. Plumbing Plan Review Fee  
 Health Dept. Food Service Plan Review Fee  
 Health Dept. Water Main  
 City Roads and Services Fees  
 Utility Transformer Fees  
 Utility Inspection Fees  
 Bid Advertisement/Printing  
 Asbestos Abatement  
 Legal Allowance  
 Construction Testing Allowance  
 Special Structural Inspections  
 Commissioning  
 Staff Time and Meeting Costs  
 Moving Costs  
 Contingency  
**Subtotal (Fees, Testing)**

**Furniture & Equipment / Technology**

Furniture Allowance  
 Equipment Allowance  
 Technology Allowance  
 Furnishing Consultant Fees  
 Technology Consultant Fees  
 Contingency  
**Subtotal (FF&E)**

**TOTAL PROJECT BUDGET**

	Referendum Budget	Construction Documents 4/16/2020	Bid / Award 5/12/2020	Construction Update TBD	
Early Childhood Improvements (Bond Contingency)	\$ 445,000	\$ 445,000	\$ -	\$ -	-
<b>TOTAL FUNDING</b>	<b>\$ 445,000</b>	<b>\$ 445,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Construction</b>					
Building Construction	\$ 356,000	\$ 356,000	\$ -	\$ -	-
Alternate #1 (Name)		\$ -	\$ -	\$ -	-
Change Order #1				\$ -	-
Construction Contingency (5%)	\$ 17,800	\$ 17,800	\$ -	\$ -	-
<b>Subtotal (Construction)</b>	<b>\$ 373,800</b>	<b>\$ 373,800</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Fees, Testing</b>					
Architectural and Engineering Fees	\$ 27,370	\$ 27,370	\$ -	\$ -	-
Architectural and Engineering Reimbursables	\$ -	\$ -	\$ -	\$ -	-
Bond Issuance Fees and Underwriter's Discount	N/A	\$ -	\$ -	\$ -	-
Geotechnical/Surveying/Wetland Deliniation	TBD	\$ -	\$ -	\$ -	-
E.A.W./Environmental Consultants	N/A	\$ -	\$ -	\$ -	-
Metropolitan Council / City SAC (#) SAC units)	N/A	\$ -	\$ -	\$ -	-
Trunk Storm Drainage Fee	N/A	\$ -	\$ -	\$ -	-
Trunk Sanitary Fee	N/A	\$ -	\$ -	\$ -	-
Engineering/City Inspections (Watermain Plan Review and Inspection)	N/A	\$ -	\$ -	\$ -	-
Water Access Charge Fee	N/A	\$ -	\$ -	\$ -	-
Trunk Water Fee	N/A	\$ -	\$ -	\$ -	-
State or City Building Code Plan Review Fee	TBD	\$ -	\$ -	\$ -	-
State or City Review/Inspection Fee	N/A	\$ -	\$ -	\$ -	-
Health Dept. Plumbing Plan Review Fee	N/A	\$ -	\$ -	\$ -	-
Health Dept. Food Service Plan Review Fee	N/A	\$ -	\$ -	\$ -	-
Health Dept. Water Main	N/A	\$ -	\$ -	\$ -	-
City Roads and Services Fees	N/A	\$ -	\$ -	\$ -	-
Utility Transformer Fees	N/A	\$ -	\$ -	\$ -	-
Utility Inspection Fees	N/A	\$ -	\$ -	\$ -	-
Bid Advertisement/Printing	TBD	\$ -	\$ -	\$ -	-
Asbestos Abatement	NIC	\$ -	\$ -	\$ -	-
Legal Allowance	N/A	\$ -	\$ -	\$ -	-
Construction Testing Allowance	N/A	\$ -	\$ -	\$ -	-
Special Structural Inspections	N/A	\$ -	\$ -	\$ -	-
Commissioning	N/A	\$ -	\$ -	\$ -	-
Staff Time and Meeting Costs	N/A	\$ -	\$ -	\$ -	-
Moving Costs	N/A	\$ -	\$ -	\$ -	-
Contingency	\$ 43,830	\$ 43,830	\$ -	\$ -	-
<b>Subtotal (Fees, Testing)</b>	<b>\$ 71,200</b>	<b>\$ 71,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Furniture &amp; Equipment / Technology</b>					
Furniture Allowance		\$ -	\$ -	\$ -	-
Equipment Allowance		\$ -	\$ -	\$ -	-
Technology Allowance		\$ -	\$ -	\$ -	-
Furnishing Consultant Fees		\$ -	\$ -	\$ -	-
Technology Consultant Fees		\$ -	\$ -	\$ -	-
Contingency		\$ -	\$ -	\$ -	-
<b>Subtotal (FF&amp;E)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 445,000</b>	<b>\$ 445,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>

**MEMORANDUM OF UNDERSTANDING**

**Between  
SEIU Local 284  
and  
The Hastings School District  
Regarding  
Summer Food Program**

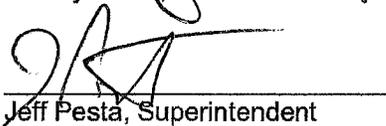
SEIU Local 284 and the Hastings School District agree to the following:

1. The parties agree that in event a summer meal program is deemed necessary for the food security for families within the district, current members of the Food Service Group will have the first opportunity to apply for these summer positions. Employees who apply and are placed in these summer positions will be scheduled to work on a rotation basis.
2. Staffing for the summer meal program will be at the discretion of the Director of Food & Nutrition Services. The rates of pay will be based on the grade of the posted assignment, regardless of the employee's regular school year assignment. However, the employee will retain their step while working in the summer food program. *For Example: Lead Cook 2, on Step 9, working in the summer program as a Lead Cook 1 will be paid the Grade 8 hourly rate at their current step.* Positions used for the summer program will be as follows:
  - Lead Cook 1 – Grade 8
  - Cook's Assistant – Grade 3
3. The summer food program hours are 100% voluntary positions, choosing not to work will not impact an employee's potential for advancement during the regular school year.
4. Summer hours will not be used to calculate benefits for an employee's regular school year position.
5. If the district is unable to adequately staff the summer food program with current food service staff, the district will look for additional employees to supplement the summer workforce. In the event outside individuals are placed in these positions, they would be placed at Step 1 of the appropriate grade. These employees would be temporary, non-contract employees and would be the first to be reduced if the needs of the summer food program change.
6. This agreement shall not be precedent setting nor will it be considered past practice.

Effective this day: \_\_\_\_\_

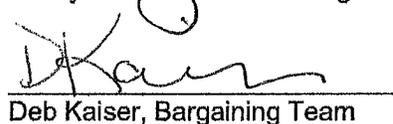
For the Hastings School District:

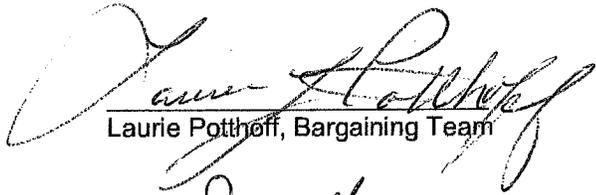
  
Kelsey Waits, Board Chair

  
Jeff Pesta, Superintendent

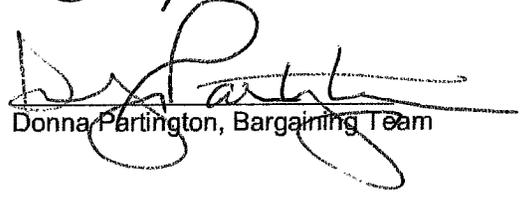
For SEIU Local 284:

  
Shelly Johnson, Business Agent

  
Deb Kaiser, Bargaining Team

  
Laurie Potthoff, Bargaining Team

  
Tori Schaffer, Bargaining Team

  
Donna Partington, Bargaining Team

### Future Board Meetings

Date	Time	Location	Description
7/8/2020	6:00 PM - 7:00 PM	Zoom Meeting	Board Work Session
7/10/2020	10:00 AM - 11:00 PM	Zoom Meeting	Facility Committee Meeting
7/22/2020	6:00 PM	Zoom Meeting	Regular Board Meeting