

Hastings Area Public Schools - ISD 200
School Board Meeting Agenda

Wednesday, September 22, 2021
Regular Meeting
Middle School Media Center

- I. **Call Meeting to Order**
 - a. Attendance
- II. **Motion to approve the agenda/table file**
 - a. Approval of the minutes from the August 25th, 2021 Regular School Board Meeting and the September 8th, Special Meeting of the Hastings School Board
- III. **Recognition of visitors**
- IV. **Announcements and Recognitions**
- V. **Items for Discussion**
 - a. Policies
 - i. Second Reading
 - 1. Policy 102 Equal Educational Opportunity
 - 2. Policy 213 School Board Committees
 - 3. Policy 413 Harassment and Violence
 - 4. Policy 521 Student Disability Nondiscrimination
 - 5. Policy 522 Student Sex Non-Discrimination
 - 6. Policy 522A Title IX Notification
- VI. **Administrative Reports**
 - a. Superintendent
 - b. Building Construction Fund Project Update
 - c. Student Enrollment
- VII. **Action Items**
 - a. Consent Agenda
 - i. Change Orders
 - 1. Change Order No. 1- Bituminous Roadways, Inc.
 - ii. Bills Payable
 - iii. Personnel Report
 - iv. Administrator Contract
 - v. Supervisor's Contract
 - b. Items for Individual Action
 - i. Max levy limitations
 - ii. Facility Rental Rates
 - iii. School Readiness Fund Transfer
 - iv. Resolution Appointing Election Judges
 - v. Policies for Approval: Policy 102, Policy 213, Policy 413, Policy 521, Policy 522, and Policy 522A
- VIII. **Future Meetings**
- IX. **Adjournment**

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

A Regular Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota, was held on Wednesday, August 25th, 2021 at the Hastings Middle School Media Center.

The meeting was called to order by Chairperson Kelsey Waits at 6:00 PM.

The following Board members were present: Becky Beissel, Brian Davis, Scott Gergen, Lisa Hedin, Stephanie Malm, Dave Pemble, and Kelsey Waits. Superintendent McDowell was also present at the meeting.

A motion to amend the agenda to limit the public input portion of the meeting to 35 minutes was made by Dave Pemble and seconded by Scott Gergen. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the agenda with the amendment was made by Scott Gergen and seconded by Stephanie Malm. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the minutes from the July 28th, 2021 Regular Board Meeting was made by Stephanie Malm and seconded by Becky Beissel. The vote was: 7 ayes, 0 nays, motion carried unanimously.

Kelsey Waits took time to welcome and acknowledge those who were attending the Board meeting remotely as well as in person. The time was then turned over to public comment for individuals to formally address the School Board.

The time was turned over to Superintendent McDowell who had the school principals present the School Board with updates on the summer school programs. Tonia Humble, the Assistant Director of Special Services, provided the School Board with an update on the ESY Program.

The first topic of discussion was the first readings of the following policies: Policy 102 Equal Educational Opportunity, Policy 213 School Board Committees, Policy 413 harassment and Violence, Policy 521 Student Disability Nondiscrimination, Policy 522 Student Sec Non-Discrimination, and Policy 522A Title IX Notification.

After the second reading of policy 203.2 Order of the Regular School Board Meeting, a motion to move the policy to an action item was made by Dave Pemble and seconded by Lisa Hedin. The vote was: 7 ayes, 0 nays, motion carried unanimously.

After the second reading of Policy 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations, a motion to move the policy to an action item was made by Lisa Hedin and seconded by Dave Pemble. The vote was: 7 ayes, 0 nays, motion carried unanimously.

After the second reading of Policy 206A Listening Session Sign-Up Document, a motion to move Policy 206A to an action item was made by Brian Davis and seconded by Dave Pemble. The vote was: 7 ayes, 0 nays, motion carried unanimously.

After the second reading of Policy 501 School weapons, a motion to move the policy to an action item was made by Becky Beissel and seconded by Stephanie Malm. The vote was: 7 ayes, 0 nays, motion carried unanimously.

After the second reading of Policy 502 Search of Student Lockers, Desks, Personal Possessions, and Student's Person, a motion to move the policy to an action item was made by Dave Pemble and seconded by Stephanie Malm. The vote was: 7 ayes, 0 nays, motion carried unanimously.

After the second reading of Policy 506 Student Discipline, a motion to move the policy to an action item was made by Stephanie Malm and seconded by Becky Beissel. The vote was: 7 ayes, 0 nays, motion carried unanimously.

There was a follow-up discussion regarding student travel and field trips from the February meeting and it will be readdressed at the January 2022 Regular Board Meeting.

Superintendent McDowell provided his report to the School Board and was followed by Trent Hanson who provided the School Board with an update on the new athletic ticket sales procedure change. Jennifer Seubert, the Director of Finance, provided the School Board with an update on the construction bond fund. Kelsey Waits presented the School Board with an update on the Policy Committee Meeting which took place on September 2nd, 2021.

With no further items for discussion, the School Board moved on to items of business. The first item of business was the approval of the consent agenda. A motion to approve the consent agenda was made by Becky Beissel and seconded by Dave Pemble. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the recommended staff recognition parameters for the 2021-2022 school year was made by Dave Pemble and seconded by Becky Beissel. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the Health/Safety Measures for 2021 resolution as written was made by Stephanie Malm and seconded by Dave Pemble.

The vote was: Becky Beissel - Yay
Brian Davis - Yay
Scott Gergen - Yay
Lisa Hedin - Nay
Dave Pemble - Yay
Stephanie Malm - Yay
Kelsey Waits - Yay

Motion carried.

A motion to approve Policy 406 Public and Private Personnel Data with minor adjustments was made by Dave Pemble and seconded by Briand Davis. The vote was: 7 ayes, 0 nays, motion carried unanimously.

Scott Gergen made a motion to approve the following policies: Policy 203.2 Order of the Regular School Board Meeting, Policy 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations, Policy 206A Listening Session Sign-Up Document, Policy 501 School Weapons, Policy 502 Search of Student Lockers, Desks, Personal Possessions, and Student's Person, and Policy 506 Student Discipline. The motion was seconded by Dave Pemble. The vote was: 7 ayes, 0 nays, motion carried unanimously.

With no further business to discuss, a motion to adjourn the meeting was made by Brian Davis and seconded by Stephanie Malm. The vote was: 7 ayes, 0 nays, motion carried unanimously. The Regular Meeting of the Board was adjourned at 10:06 PM.

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

A Special Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota, was held on Wednesday, September 8th, 2021 at the Hastings District Office Board Room.

The meeting was called to order by Chairperson Kelsey Waits at 4:57 PM.

The following members of the Board were present: Becky Beissel, Dave Pemble, Scott Gergen, Kelsey Waits, Stephanie Malm, and Lisa Hedin.

The following members were absent: Brian Davis.

Also in attendance were Superintendent McDowell, Jennifer Seubert the Director of Finance, and Cathy Moen the Director of Human Resources.

A motion to move from an open session to a closed meeting was made by Stephanie Malm and seconded by Scott Gergen. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to move from a closed session to an open meeting was made by Stephanie Malm and seconded by Lisa Hedin. The vote was: 6 ayes, 0 nays, motion carried unanimously.

With no further business to discuss, a motion to adjourn the Special Meeting was made by Dave Pemble and seconded by Becky Beissel. The vote was: 6 ayes, 0 nays, motion carried unanimously. The Special Meeting of the Board was adjourned at 6:01 PM.



102 EQUAL EDUCATIONAL OPPORTUNITY

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodations for disabled students.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence. Information about the District's policies and procedures with respect to addressing complaints involving sexual harassment can be found in Policy 522. The District's Title IX grievance procedures are included with Policy 522.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. Every school district employee shall be responsible for complying with this policy conscientiously.
- E. Any student, parent, or guardian having a question regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: Policy 402 (Disability Nondiscrimination)
Policy 413 (Harassment and Violence)
Policy 521 (Student Disability Nondiscrimination)
Policy 522 (Student Sex Nondiscrimination Policy, Title IX Grievance
Procedure and Process)

Reviewed: 08.25.2021

Revised:

Adopted: 02/20/2008



*Hastings Public School District
ISD #200*

*MSBA/MASA Model Policy 213
Orig. 1996
Rev. 2007*

213 SCHOOL BOARD COMMITTEES

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.
- B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.
- C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.
- E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.
- G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

- A. The school board hereby appoints the following standing committees:
 - 1. Facilities Committee
 - 2. Finance Committee
 - 3. Community Engagement Committee
 - 4. Policy Committee
- B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.
- C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

- A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.
- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.
- D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.
- E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.
- F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board –

Governing Rules)
MSBA Service Manual, Chapter 13, School Law Bulletin “C”
(Minnesota’s Open Meeting Law)

Policy Reviewed: 02.19.2020

Policy Adopted: 03.25.2020

Policy Revised: 03.12.2020



413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- D. The school district will act to investigate all complaints, either formal or informal,

verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

III. DEFINITIONS

- A. "Assault" is:
1. an act done with intent to cause fear in another of immediate bodily harm or death;
 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. otherwise adversely affects an individual's employment or academic opportunities.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment; or

- c. is regarded as having such an impairment.
 - 2. “Familial status” means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
 - 3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 - 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 - 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 - 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
 - 7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition for Purposes of this Policy¹

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat

¹ The law defines sexual harassment in different ways. The definition in this policy is consistent with how the term is defined in the Minnesota Human Rights Act. As discussed below, Title IX's implementing regulations provide for a different definition. To ensure compliance with Title IX requirements, all allegations of sexual harassment must be brought to the attention of the Title IX Coordinator and first processed under the Title IX Grievance Procedures.

thereof which involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

IV. **SEXUAL HARASSMENT REPORTING AND INVESTIGATION PROCEDURES**

- A. Allegations of sexual harassment may be subject to detailed requirements outlined in federal regulations implementing Title IX. To ensure the District's compliance with Title IX requirements, *all allegations involving sexual harassment must be immediately brought to the attention of the District's Title IX Coordinator.*
- B. For Title IX purposes, "sexual harassment" means conduct on the basis of sex that includes one or more of the following elements:
 1. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;
 3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

- C. Any District employee who is aware of an allegation of sexual harassment must immediately notify the Title IX Coordinator. Students are strongly encouraged to notify the Title IX Coordinator of sexual harassment allegations, but may report allegations to any District employee. A District employee who receives a report from a student is responsible for immediately notifying the Title IX Coordinator.
- D. Sexual harassment allegations will be processed in accordance with the Title IX Grievance Procedures attached to School Board Policy 522. The Grievance Procedures must be published and disseminated as required by law. Alleged conduct that does not meet Title IX's definition of "sexual harassment," if proved, may be investigated and addressed pursuant to the procedures outlined below.
- E. The District's Title IX Coordinator is:

Cathy Moen
Director of Human Resources
Hastings Public Schools
1000 West 11th Street
Hastings, MN 55033
(651) 480-7002

cmoen@isd200.org

V. REPORTING AND INVESTIGATION PROCEDURES IN SITUATIONS NOT INVOLVING SEXUAL HARASSMENT

- A. For complaints other than those involving sexual harassment or retaliation allegations subject to the Title IX grievance procedures outlined above, any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to the building principal or lead building supervisor ("building report taker"). A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the school district Human Rights Officer, who is the Director of Human Resources, or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The District's Human Rights Officer is:

Cathy Moen
Director of Human Resources
Hastings Public Schools
1000 West 11th Street
Hastings, MN 55033
(651) 480-7002
cmoen@isd200.org

- D. In Each School Building. The building report taker, as defined above, is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the Director of Human

Resources as the school district human rights officer to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves the Human Rights Officer, the complaint shall be filed directly with the District Superintendent.

- H. The school district shall conspicuously post the name of the human rights officer, including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.
- P. Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.
- Q. Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.
- R. Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.
- S. By authority of the school district, the Human Rights Officer, within three days of

the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

- T. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- U. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- V. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- W. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- X. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements,

Minnesota and federal law, and applicable school district policies and regulations.

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority,

diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.

- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)

42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: Policy 102 (Equal Educational Opportunity)



Hastings Public School District
ISD #200

Policy 401 (Equal Employment Opportunity) Policy 402 (Disability Nondiscrimination Policy) Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 406 (Public and Private Personnel Data) Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Policy 506 (Student Discipline) Policy 514 (Bullying Prohibition Policy)
Policy 515 (Protection and Privacy of Pupil Records) Policy 521 (Student Disability Nondiscrimination) Policy 522 (Student Sex Nondiscrimination) Policy 524 (Internet Acceptable Use and Safety Policy)
Policy 525 (Violence Prevention) Policy 526 (Hazing Prohibition)
Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Policy Reviewed: 08.25.2021

Policy Adopted: 07.22.2020

Policy Revised: 09.17.2021



521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. COORDINATOR

Persons who have questions or comments should contact Megan Miller, Director of Special Services, 1000 W. 11th St., Hastings, MN 55033, (651) 480-7009, mmiller@isd200.org. This person is the school district's Americans with Disabilities Act (ADA)/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the attached Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Pub. L. 110-325, 122 Stat. 3553 (ADA Amendments Act of 2008, § 7)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: Policy 402 (Disability Nondiscrimination)

Policy Reviewed: 08.25.2021

Policy Adopted:

Policy Revised:

INDEPENDENT SCHOOL DISTRICT NO. 200

STUDENT DISABILITY DISCRIMINATION GRIEVANCE REPORT FORM

General Statement of Policy Prohibiting Disability Discrimination

Independent School District No. 200 maintains a firm policy prohibiting all forms of discrimination on the basis of a disability. All persons are to be treated with respect and dignity. Discrimination on the basis of a disability will not be tolerated under any circumstances.

Complainant: _____

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

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

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

because _____

Date of alleged incident(s): _____

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

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

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

Location of the incident(s): _____

List any witnesses that were present: _____

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

(Complainant Signature)

(Date)

Received by: _____

(Date)



522 SEX NONDISCRIMINATION POLICY, TITLE IX GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district prohibits discrimination on the basis of sex in all forms, including sexual harassment.
- B. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education programs or activities extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment

II. SEX DISCRIMINATION COMPLAINTS NOT INVOLVING SEXUAL HARASSMENT

Complaints of sex discrimination that do not constitute sexual harassment, as defined below, or retaliation from making a complaint of sexual harassment, should be reported to the building principal or building supervisor. The building principal or supervisor is then responsible for notifying the school district's Title IX Coordinator of the complaint. If a complaint involves the building principal or supervisor, it should be reported directly to the Title IX Coordinator. The Title IX Coordinator will ensure an investigation is completed in accordance with the requirements of applicable school district policies. The district's Title IX Coordinator is the Director of Human Resources. The Title IX Coordinator's contact information is:

Cathy Moen
Director of Human Resources
Hastings Public Schools
1000 West 11th Street
Hastings, MN 55033
(651) 480-7002
cmoen@isd200.org

III. GENERAL POLICY PROHIBITING SEXUAL HARASSMENT

- A. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual

harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

- B. This policy applies to sexual harassment that occurs within the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities

Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator identified in Section II above.

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020, and it applies to alleged violations of this policy occurring on or after August 14, 2020.

IV. DEFINITIONS

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. "Education program or activity" means locations, events, or circumstances over which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs, and includes school district education programs or activities that occur on or off of school district property.
- F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and

requesting that the school district investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
 3. A parent or guardian of a child younger than 18 years old may file a formal complaint on behalf of their child.
- G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. "Relevant questions" and "relevant evidence" are questions, documents, statements, physical items, or information that are related to the allegations raised in a formal complaint and have any tendency to make the allegations more or less likely to be true. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions or evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions or evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible for sexual harassment. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an

individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work or school locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. “Title IX Coordinator” means an employee of the school district that is designated and authorized to coordinate the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
 2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Title IX Coordinator, Decision-maker, or the Appellate Decision-maker in that formal complaint. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
 3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker for a formal complaint cannot be the same person as the Title IX

Coordinator, the Investigator, or the Appellate Decision-maker in that formal complaint. The Decision-maker may be an administrator, supervisor, or other individual qualified to determine and impose appropriate remedies if a determination of responsibility is made.

4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker for a formal complaint cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker in that formal complaint. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. “Informal resolution facilitator” means a person who facilitates the informal resolution process if desired by the parties. The Informal resolution facilitator may be the Title IX Coordinator, but may not be the Investigator, Decision-maker or Appellate Decision-maker in the formal complaint proposed for informal resolution.
6. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and Informal resolution facilitator, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and Informal resolution facilitator.

V. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator’s contact information. A

report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the school district may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

VI. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation to the Title IX Coordinator in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

VII. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employees, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
 4. Notice of the school district's grievance procedures and grievance process referenced in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

VIII. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the school district in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the school district's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Personnel.

IX. APPLICATION OF LAWS OTHER THAN TITLE IX

A. If a formal complaint is dismissed because the allegations, if true, would not constitute sexual harassment as described above or if a Decision-maker or Appellate decision-maker makes a determination that a respondent is not responsible for sexual harassment under these procedures, the Title IX Coordinator will consider whether the alleged conduct may constitute a violation of one or both of the alternative definitions below. If an investigation has already been conducted, the Title IX Coordinator may review the investigation to determine whether prohibited sexual harassment has occurred. If the Title IX Coordinator concludes that it has, the Title IX Coordinator shall report those findings to the Decision-maker and the Decision-maker shall impose or recommend remedies. If no investigation has taken place, the complaint shall be investigated consistent with Policy 103.

B. Alternative Definitions of Sexual Harassment

1. Minnesota Human Rights Act (Applicable to Employees and Students)

“Sexual harassment” includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

- (a) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or education;
- (b) submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
- (c) that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment, or educational environment.

2. Title VII (Applicable to Employees)

“Sexual harassment” mean unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment,
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

X. GRIEVANCE PROCEDURE AND PROCESS

The grievance procedure and process adopted by the school district shall be included with the Policy as an addendum, and may be reviewed and revised as deemed appropriate by the school district.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 C.F.R. Part 1604 (Implementing Regulations of Title VII)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

Cross References: Policy 102 (Equal Educational Opportunity)
Policy 413 (Harassment and Violence)
Policy 506 (Student Discipline)
Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Policy Reviewed: 08.25.2021
Policy Adopted:
Policy Revised:

Title IX Grievance Procedure and Process
Addendum to Policy 522

I. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district will treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent, other than supportive measures, until the school district has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant when a determination of responsibility for sexual harassment has been made against a respondent.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

To the extent permitted by governing law and regulations, the school district will not release private educational or personnel data about complainants, respondents, witnesses, allegations of sexual harassment, investigations, decisions, dismissals, and/or findings of responsibility. However, the school district's obligations under the implementing regulations for Title IX may require disclosure of certain private educational or personnel data to other parties and/or witnesses.

E. Right to an Advisor

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly during any phase of the grievance process. An advisor to a complainant or respondent may prepare written submissions on behalf of the party.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, expected participants, and purpose of the meeting or interview, and will be provided so as to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within 30 calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five calendar days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within 30 calendar days of the day the appeal was received by the school district.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the school district.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in transportation, changes in work locations, leaves of absence, monitoring of certain areas of school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will impose or recommend appropriate remedies, including disciplinary sanctions/consequences. The discipline of a student-respondent must comply with the applicable

provisions of Policy 506 – Student Discipline, the Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

II. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A.** When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B.** The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district’s ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C.** If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation against the complainant’s wishes is not clearly unreasonable in light of the known circumstances.
- D.** Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 - 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;

5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and a copy of Policy 522 and this Grievance Procedures document.

III. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. If the school district determines the student-respondent poses such a threat, it will notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration requirements of any applicable collective bargaining agreement or individual contract, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

IV. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent to participate in the informal resolution process. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

V. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;
 - 2. Did not occur in the school district's education program or activity; or
 - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
 - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the school district; or
 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal and grounds upon which an appeal may be made.
 - D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate, including an investigation pursuant to other school district policies.

VI. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the school district, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility

determinations that are not based on a person's status as a complainant, respondent or witness. The investigative report may include recommended findings of fact and conclusions. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten days prior to a determination of responsibility.

VII. DETERMINATION REGARDING RESPONSIBILITY

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness. The time allowed for submitting questions and answers is at the discretion of the Decision-maker.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, and the parties have been provided at least ten days to review and submit a written response to the investigative report, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - 3. Findings of fact supporting the determination;
 - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the school district's education

program or activity will be provided by the school district to the complainant; and

6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

VIII. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
 1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

Policy Reviewed: 08.25.2021

Policy Adopted:

Policy Revised:



*Hastings Public School District
ISD #200*

522A TITLE IX NOTIFICATION

Hastings Public Schools does not discriminate on the basis of sex in the educational programs and activities it operates and is required by Title IX of the Education Amendments of 1972 and its implementing regulations not to discriminate in such a manner. The District's obligation not to discriminate in its education programs and activities extends to admission and employment. Inquiries regarding the application of Title IX and its implementing regulations may be referred to the District's Title IX Coordinator, the Assistant Secretary of the United States Department of Education, or both. The District's Title IX Coordinator is:

Cathy Moen
Director of Human Resources
Hastings Public Schools
1000 West 11th Street
Hastings, MN 55033
(651) 480-7002
cmoen@isd200.org

A copy of the District's Policy 522 ("Sex Nondiscrimination Policy, Title IX Grievance Procedure and Process) is available from the Title IX Coordinator and may be accessed online at [\[INSERT LINK\]](#).

Policy Reviewed: 08.25.2021

Policy Adopted:

Policy Revised:

Building Construction Fund Projects as of 8/31/2021

	A	B	C	D	E	A-C-D-E	
Project	Project Budget	Vendor Bid Amount +/- Change Orders	Vendor Contract Expenses to Date	Wold Fees to Date	Other Expenses Less Rebates to Date	Remaining Funds	Status
High School Roof Replacement	4,645,800	2,944,318	2,944,318	294,530	11,568	1,395,384	Complete
High School & Pinecrest Chillers	1,182,000	753,551	753,551	74,842	(34,273)	387,879	Complete
Multi-Site Exterior Lighting	468,500	246,483	246,483	30,569	(26,321)	217,770	Complete
High School & McAuliffe Parking Lot	1,516,540	1,084,851	1,084,851	116,970	22,836	291,883	Complete
High School Track Resurfacing	360,000	286,864	286,864	23,219	3,323	46,593	Complete
High School BAS Replacement	1,951,100	606,642	606,642	123,429	28,570	1,192,459	Complete
Pinecrest Partial Roof Replacement	373,000	289,800	289,800	23,757	248	59,194	Complete
Contingency	1,240,554	-	-	-	-	1,240,554	Contingency
Reallocations to projects	(4,520,931)					(4,520,931)	Reallocation
Interest Earnings	-	-	-	-	-	2,169,362	Interest Earnings
Subtotal	7,216,563	6,212,509	6,212,509	687,316	5,951	2,480,148	

Remaining funds from complete projects are available for excess costs on other identified projects or reallocation for new projects.

	A	B	C	D	E	A-C-D-E	
District Wide Camera Project	382,000	192,975	192,975	24,421	21,398	143,206	In Process
Middle School Improvements	23,653,924	22,134,595	21,532,994	1,385,892	242,780	492,258	In Process
McNamara Stadium Improvements	3,370,000	2,688,639	2,688,639	216,215	286,531	178,615	In Process
Pinecrest Deferred Maintenance	968,000	602,279	567,260	62,055	248	338,437	In Process
High School Athletic Field Parking Lot	506,000	426,038	404,736	27,646	20,549	53,068	In Process
Early Childhood Improvements (High School)	445,000	264,690	256,921	28,362	1,414	158,303	In Process
Water Coolers (Tilden & Middle School)	182,000	137,990	-	11,559	-	170,441	In Process
Tilden Deferred Maintenance & Roof	828,746	691,944	653,980	49,803	29,121	95,843	In Process
McAuliffe Deferred Maintenance & Water Coolers	336,731	257,000	35,093	10,600	42,869	248,170	In Process
Kennedy Deferred Maintenance	576,576	480,000	137,465	24,833	4,533	409,746	In Process
Kennedy & McAuliffe Partial Roof Replacement	533,200	394,000	-	31,240	3,154	498,806	In Process
Middle School Partial Roof Replacement	717,200	417,000	-	41,882	3,533	671,785	In Process
High School Tennis Court Replacement	542,000	487,333	310,603	27,364	117	203,917	In Process
Subtotal	33,041,377	29,174,482	26,780,664	1,941,871	656,247	3,662,594	

Remaining funds from in process projects are not available for excess costs on other identified projects or reallocation for new projects.

	A	B	C	D	E	A-B-D-E	
High School Retaining Wall	50,000	-	-	-	-	50,000	In Design
Tilden Asbestos	18,400	-	-	-	-	18,400	In Design
High School Deferred Maintenance	604,400	-	-	30,545	-	573,855	In Design
Middle School Track	-	-	-	10,587	10,950	(21,537)	In Design
District Office Renovations	330,000	-	-	-	43,040	286,960	In Design
Board Room Renovations	100,000	-	-	-	445	99,555	In Design
High School Privacy Improvements (Athletic & 2 Add'l)	1,250,000	-	-	36,101	4,800	1,209,099	In Design
Subtotal	2,352,800	-	-	77,233	59,235	2,216,332	

Remaining funds from in design projects are not available for excess costs on other identified projects or reallocation for new projects.

	A	B	C	D	E	A	
District Wide Fire Alarm/Alert System Replacement	365,000	-	-	-	-	365,000	Future
High School Fire Alarm/Alert System Replacement	435,000	-	-	-	-	435,000	Future
Entrance Security Improvements	85,000	-	-	-	-	85,000	Future
Middle School Bathroom Improvements	362,500	-	-	-	-	362,500	Future
HHS Parking Lot Improvement - Phase 3	324,760	-	-	-	-	324,760	Future
Pinecrest Exterior Emergency Lighting	10,000	-	-	-	-	10,000	Future
Middle School Storage Building	290,000	-	-	-	-	290,000	Future
Subtotal	1,872,260	-	-	-	-	1,872,260	

Remaining funds from future projects are not available for excess costs on other identified projects or reallocation for new projects.

Other District Projects	A	B	C	D	E	A-B-E	
Technology Improvements	1,500,000	-	-	na	1,531,229	(31,229)	Not Completed

Flexible Learning Furniture	600,000	-	-	na	140,503	459,497	Not Completed
Interior Locks Allowance	300,000	-	-	na	-	300,000	Not Completed
Door & Glass Improvements	500,000	-	-	na	3,000	497,000	Not Completed
Replace Middle School Softball & Baseball Backstops	160,000	-	-	na	-	160,000	Not Completed
Replace High School Carpet	662,100	-	-	na	-	662,100	Not Completed
Miscellaneous Deferred Maintenance Projects <\$100,000	394,900	-	-	na	133,776	261,124	Not Completed
Subtotal	4,117,000	-	-	-	1,808,508	2,308,492	

Remaining funds from not completed projects are not available for excess costs on other identified projects or reallocation for new projects.

Total	48,600,000	35,386,992	32,993,174	2,706,420	2,529,941	12,539,826
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Complete and In Process (does not include contingency)	43,538,317
Project Total	48,600,000
%	90%

Transfers from Contingency:

- \$445,000 Early Childhood Improvements (High School)
- \$ 87,000 High School Athletic Field Parking Lot
- \$ 44,300 High School Retaining Wall
- \$113,024 Middle School Bathrooms near Auditorium
- \$300,000 Technology
- \$244,500 Water Coolers (\$12,500 Tilden, \$62,500 McAuliffe, \$132,000 Middle School)
- \$746,250 High School Privacy Improvements (Athletic Locker Rooms)
- \$160,476 Kennedy Deferred Maintenance
- \$167,131 McAuliffe Deferred Maintenance
- \$290,000 Middle School Storage Building
- \$542,000 High School Tennis Court Replacement
- \$330,000 District Office Renovations
- \$100,000 Board Room Renovations
- \$85,000 Entrance Security Improvements
- \$503,750 Additional to HHS Privacy Improvements (Bathrooms)
- \$362,500 Middle School Bathrooms
- TBD HHS Basefield Field (Estimate \$80,000-\$200,000)
- TBD Middle School Track Replacement (Estimate \$493,750-\$1,158,875)
- TBD HS Team Locker Privacy Improvements (Estimate \$856,563)
- TBD ALC (Estimate unknown)

Student Enrollment	
<i>September 20-21</i>	4165
<i>September 21-22</i>	4089
<i>First Day of School 20-21</i>	4165
<i>First Day of School 21-22</i>	4106

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Change Order

PROJECT: *(Name and address)*

Hastings High School 2021 Tennis Court
Replacements (212086)
Hastings High School
200 General Sieben Drive
Hastings, Minnesota 55033

CONTRACT INFORMATION:

Contract For: General Construction

CHANGE ORDER INFORMATION:

Change Order Number: One (1)

Date: May 26, 2021

Date: September 1, 2021

OWNER: *(Name and address)*

Independent School District #200
1000 West 11th Street
Hastings, Minnesota 55033

ARCHITECT: *(Name and address)*

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101

CONTRACTOR: *(Name and address)*

Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, Minnesota 55120

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PR #001 – Revised Concrete Pad Size. *Add \$2,511.60*
PR #002 – Windscreen. *VOID*
PR #003 – Additional Court Striping. *Add \$5,500.00*

TOTAL CHANGE ORDER NO. 1 ADD \$8,011.60

The original Contract Sum was	\$ 487,333.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 487,333.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,011.60
The new Contract Sum including this Change Order will be	\$ 495,344.60

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion will be August 13, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wold Architects and Engineers

ARCHITECT *(Firm name)*



SIGNATURE

Kyle Edsten, Engineer

PRINTED NAME AND TITLE

September 1, 2021

DATE

Bituminous Roadways, Inc.

CONTRACTOR *(Firm name)*



SIGNATURE

Brian Johnson Pm

PRINTED NAME AND TITLE

9-1-2021

DATE

Independent School District #200

OWNER *(Firm name)*



SIGNATURE

PRINTED NAME AND TITLE

DATE



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 651-686-7001 (P) | 651-687-9857 (F)
 www.bitroads.com | info@bitroads.com

To:	HASTINGS SCHOOL DISTRICT #200	Contact:	
Address:	1000 W. 11TH STREET HASTINGS, MN 55033 USA	Phone:	
Project Name:	CO # 1 HASTINGS HIGH SCHOOL - TENNIS COURTS - 2021	Bid Number:	
Project Location:	200 GENERAL SIEBEN DRIVE, HASTINGS, MN	Bid Date:	6/18/2021

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Concrete Walk Replacement - Furnish And Install 161 SF Of 5" Standard Concrete Sidewalk Over Existing Aggregate.	161.00	SF	\$15.60	\$2,511.60

Total Bid Price: \$2,511.60

Notes:

- All work to be completed in 2021.
- Proposed Work Does Not Include: Landscape Restoration, Irrigation Repair/Restoration, Private Utility Locates/Repairs, Sub-soil Corrections, Erosion Control, Towing Charges, Permits and Fees, Multiple Mobilizations, Surveying or any Unforeseen Conditions, Guarantee on drainage or ponding of water on lots with less than 1% slope.
- Noted Addn1

Payment Terms:

This proposal is subject to credit approval and is valid for 15 calendar days, after which time price quotes may be withdrawn without notice. This quote is based on standard AGC subcontract language and shall become a rider to any contract.

Payment due upon receipt of invoice. A finance charge of 1 1/2% per month (18% per year) will be charged on any balance over 30 days past invoice date, unless otherwise agreed upon in writing. We gladly accept Visa, Mastercard, Discover & American Express.

<https://bitroads.com/About-Us/75th-Anniversary>

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: BITUMINOUS ROADWAYS, INC. - MENDOTA HEIGHTS</p> <p>Authorized Signature: _____</p> <p>Estimator: Brian Johnson (651) 287-6055 johnsonb@bitroads.com</p>
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1520 Commerce Drive | Mendota Heights | MN | 55120
 651-686-7001 (P) | 651-687-9857 (F)
 www.bitroads.com | info@bitroads.com

To: WOLD ARCHITECTS	Contact: KYLE EDSTEN
Address: 332 MINNESOTA ST ST. PAUL, MN 55101	Phone: (651) 227-7773
Project Name: HASTINGS HIGH SCHOOL - TENNIS COURTS -PR: # 003	Fax:
Project Location: 200 GENERAL SIEBEN DRIVE, HASTINGS, MN	Bid Number:
	Bid Date: 7/22/2021

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1. Furnish And Install The Following Additional Striping	1.00	LS	\$5,500.00	\$5,500.00
A. 2 EA Pickle Ball Courts				
B. 8 EA 36'/60' Youth Courts				

THIS WILL EXTEND PROJECT BY ONE DAY.

Total Bid Price: \$5,500.00

Payment Terms:

This proposal is subject to credit approval and is valid for 15 calendar days, after which time price quotes may be withdrawn without notice. This quote is based on standard AGC subcontract language and shall become a rider to any contract.

Payment due upon receipt of invoice. A finance charge of 1 1/2% per month (18% per year) will be charged on any balance over 30 days past invoice date, unless otherwise agreed upon in writing. We gladly accept Visa, Mastercard, Discover & American Express.

<https://bitroads.com/About-Us/75th-Anniversary>

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: BITUMINOUS ROADWAYS, INC. - MENDOTA HEIGHTS</p> <p>Authorized Signature: _____</p> <p>Estimator: Brian Johnson (651) 287-6055 johnsonb@bitroads.com</p>
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EXPENDITURE TOTALS

	FY 2022 <u>Budget (ADP)</u>	**Monthly <u>Expenditures</u>	Year-to-Date <u>Expenditures</u>	Remaining <u>Balance</u>
General Fund (1)	56,954,160	2,075,957	3,697,964	53,256,195
Food Service Fund (2)	2,580,751	92,709	184,903	2,395,848
Community Service Fund (4)	2,528,496	139,366	216,209	2,312,287
Building Construction Fund (6)	8,464,174	612,328	813,100	7,651,074
Debt Service Fund (7)	3,871,863	0	264,956	3,606,907
Student Activities Fund (10)	350,000	8,752	11,134	338,866
Deferred Accounts- Donations/Misc Fund (11)	750,930	69,137	71,236	679,694
Scholarships Fund (12)	95,000	3,500	6,500	88,500
Totals	\$75,595,374	\$3,001,750	\$5,266,003	\$70,329,371

** Monthly expenditures include payroll, finance and encumbrances.

** Some payments are coded to revenue codes and are not included in above monthly expenditures.

TRANSFERS

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Description</u>
8/5/2021	MSDLAF GeneralMAX	MSDLAF General	1,000,000.00	Exchange
8/5/2021	MSDLAF General	MSDLAF Payroll	1,145,281.49	Payroll
8/5/2021	MSDLAF General	MSDLAF Flex	1,711.92	Payroll
8/6/2021	MSDLAF General	MSDLAF AP	51,511.62	Accounts Payable
8/9/2021	Merchants Bank	MSDLAF General	75,000.00	Local Receipts
8/9/2021	MSDLAF General	MSDLAF Health Self Funded	3,004.82	Health Insurance
8/10/2021	MSDLAF GeneralMAX	MSDLAF General	3,000,000.00	Exchange
8/11/2021	MSDLAF General	MSDLAF AP	113,223.12	Accounts Payable
8/12/2021	MSDLAF General	Vermillion Bank	9,012.31	Local Receipts
8/12/2021	MSDLAF Flex	MSDLAF General	8,820.63	Payroll
8/12/2021	MSDLAF General	MSDLAF Health Self Funded	2,635.15	Health Insurance
8/13/2021	MSDLAF General	MSDLAF AP	61,167.09	Accounts Payable
8/13/2021	MSDLAF General	MSDLAF GeneralMAX	2,000,000.00	Exchange
8/16/2021	MSDLAF General	MSDLAF GeneralMAX	3,000,000.00	Exchange
8/20/2021	MSDLAF General	MSDLAF AP	665,298.20	Accounts Payable
8/20/2021	MSDLAF General	MSDLAF Flex	1,711.44	Payroll
8/20/2021	MSDLAF General	MSDLAF Payroll	1,127,088.50	Payroll
8/23/2021	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
8/24/2021	MSDLAF General	MSDLAF Dental Self Funded	17,251.46	Dental Insurance
8/24/2021	MSDLAF General	MSDLAF Health Self Funded	138,775.88	Health Insurance
8/27/2021	MSDLAF General	MSDLAF AP	52,377.00	Accounts Payable
8/27/2021	MSDLAF General	MSDLAF Bond Proceeds	2,174.00	Local Receipts
8/31/2021	MSDLAF General	MSDLAF Payroll	5,346.31	Payroll
8/31/2021	MSDLAF Bond Proceeds	MSDLAF Bond ProceedsMAX	3,000,000.00	Exchange
8/31/2021	MSDLAF General	MSDLAF Scholarship	96.00	Local Receipts
8/31/2021	MSDLAF General	MSDLAF AP	321,630.96	Accounts Payable
8/31/2021	MSDLAF General	MSDLAF AP	3,150.00	Accounts Payable
			\$15,831,267.90	

PAYROLL DISBURSEMENTS

Checks & Direct Deposits	8/1/2021	8/31/2021	1,331,947	Pay dates 8/5 and 8/20
Liability Checks & Wires	8/1/2021	8/31/2021	945,771	Bd. Share \$295,004
Total			\$2,277,718	

FINANCE DISBURSEMENTS

Checks & Wires	8/1/2021	8/31/2021	1,271,658
Total			\$1,271,658

SELF-FUNDED INSURANCE

	<u>Revenue YTD</u>	<u>Expenses YTD</u>	<u>YTD Balance</u>
Dental	106,024	121,425	(\$15,401)
Health	1,152,318	1,688,418	(\$536,100)

INDEPENDENT SCHOOL DISTRICT NO. 200
Hastings High School and Middle School
 Extra Curricular Student Activity Accounts
 Statement of Receipts and Disbursements
 Year ended June 30, 2022
 Current Statement as of 8/31/2021

Course Code	Activity Account	Balance 7/1/2021	Receipts	Disbursements	Subtotal (Less Interest)	Interest Earned	Balance 6/30/2021
601	Art Club	577.55	0.00	0.00	577.55	0.5623	578.11
608	AVID	1,941.12	0.00	0.00	1,941.12	1.8898	1,943.01
602	Band	3,478.25	0.00	0.00	3,478.25	3.3863	3,481.64
604	Baseball	5,725.92	0.00	71.00	5,654.92	5.5108	5,660.43
605	Basketball - Boys	481.76	0.00	0.00	481.76	0.4690	482.23
609	Choir Tour	540.20	0.00	0.00	540.20	0.5259	540.73
610	Cross Country Running	283.04	0.00	0.00	283.04	0.2756	283.32
612	Culinary Club	986.78	0.00	0.00	986.78	0.9607	987.74
613	Fellowship Christian Athletes (FCA)	784.69	300.00	0.00	1,084.69	1.0336	1,085.72
614	Football	2,372.56	0.00	0.00	2,372.56	2.3099	2,374.87
615	Gymnastics	3,530.03	0.00	0.00	3,530.03	3.4367	3,533.47
616	French Honor Society (FHS)	1,678.98	0.00	0.00	1,678.98	1.6346	1,680.61
624	Golf - Girls	916.61	0.00	93.00	823.61	0.8088	824.42
622	Marching Band	43,359.84	18,603.37	10,589.82	51,373.39	49.8947	51,423.28
675	INTEREST EARNED	0.00	160.47	0.00	160.47	-	0.00
623	National Honor Society (NHS)	2,181.15	0.00	0.00	2,181.15	2.1235	2,183.27
625	Nordic Skiing	5,293.58	0.00	0.00	5,293.58	5.1537	5,298.73
627	Outdoor Club	403.52	0.00	0.00	403.52	0.3929	403.91
618	Peer Helpers	226.35	0.00	0.00	226.35	0.2204	226.57
632	Show Choir	7,717.28	0.00	-61.10	7,778.38	7.5682	7,785.95
643	Soccer - Boys	3,622.33	0.00	0.00	3,622.33	3.5266	3,625.86
647	Spanish Club	12,731.52	0.00	143.08	12,588.44	12.2772	12,600.72
650	Student Council	25,827.65	0.00	0.00	25,827.65	25.1451	25,852.80
652	Tennis - Boys	2,547.73	0.00	0.00	2,547.73	2.4804	2,550.21
653	Tennis - Girls	109.89	0.00	0.00	109.89	0.1070	110.00
655	Thespians	583.08	0.00	0.00	583.08	0.5677	583.65
656	Track	10,757.25	0.00	206.00	10,551.25	10.2878	10,561.54
654	Ultimate Frisbee	1,042.47	0.00	92.28	950.19	0.9389	951.13
658	Volleyball	524.78	0.00	0.00	524.78	0.5109	525.29
659	Wrestling	6,466.58	0.00	0.00	6,466.58	6.2957	6,472.88
664	Middle School Speech	271.52	0.00	0.00	271.52	0.2643	271.78
665	Middle School Yearbook	2,528.73	0.00	41.91	2,486.82	2.4274	2,489.25
666	Middle School Student Council	7,686.78	0.00	0.00	7,686.78	7.4836	7,694.26
		157,179.52	19,063.84	11,175.99	165,067.37	160.4700	165,067.37

INDEPENDENT SCHOOL DISTRICT NO. 200
HASTINGS, MINNESOTA
TREASURER'S REPORT TO SCHOOL BOARD

August 2021 Investment Reconciliation - %-104-%

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND - 01	20,000,000.00	3,000,000.00	3,000,000.00	20,000,000.00
BOND FUND - 06	4,136,035.05	0.00	2,129,785.05	2,006,250.00
SCHOLARSHIP FUND - 12	10,000.00	0.00	0.00	10,000.00
DENTAL SELF FUNDED - 20	496,000.00	0.00	0.00	496,000.00
HEALTH SELF FUNDED - 21	2,500,000.00	0.00	0.00	2,500,000.00
TOTALS	27,142,035.05	3,000,000.00	5,129,785.05	<u>25,012,250.00</u>

RECONCILEMENT OF TREASURER'S BALANCE WITH BANK

DESCRIPTION	BALANCE PER BANK STATEMENT	OTHER RECONCILING ITEMS	BALANCE PER TREASURER'S BOOKS
Certificates of Deposit - MSDLAF - General	0.00	0.00	0.00
Term - MSDLAF - General	20,000,000.00	0.00	20,000,000.00
Term - MSDLAF - Bond	0.00	0.00	0.00
Managed Account - MSDLAF - Bond	2,006,250.00	0.00	2,006,250.00
Scholarship CD	10,000.00	0.00	10,000.00
Certificates of Deposit - MSDLAF - Dental	496,000.00	0.00	496,000.00
Term - MSDLAF - Health	2,500,000.00	0.00	2,500,000.00
TREASURER'S BALANCE	25,012,250.00	0.00	<u>25,012,250.00</u>

INDEPENDENT SCHOOL DISTRICT NO. 200
HASTINGS, MINNESOTA
TREASURER'S REPORT TO SCHOOL BOARD

August 2021 Bank Reconciliation

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND- 01	9,445,779.35	5,946,495.62	(3,209,786.41)	12,182,488.56
FOOD SERVICE FUND - 02	552,986.33	36,606.41	(69,391.27)	520,201.47
COMMUNITY ED - 04	696,238.50	99,128.51	(156,725.15)	638,641.86
BUILDING CONSTRUCTION - 06	9,549,605.68	2,369.34	1,701,306.80	11,253,281.82
DEBT REDEMPTION - 07	15,206,931.46	80,224.47	0.00	15,287,155.93
STUDENT ACTIVITY FUND -10	171,659.61	2,056.86	(8,649.10)	165,067.37
DEFERRED ACCOUNTS - 11	790,170.51	17,244.61	(66,019.72)	741,395.40
SCHOLARSHIP - 12	215,652.25	101.33	(3,502.00)	212,251.58
TRUST - 18	87,755.81	0.00	134.23	87,890.04
DENTAL SELF FUNDED - 20	489,341.01	9.45	(44,794.85)	444,555.61
HEALTH SELF FUNDED -21	3,245,920.48	9,309.96	(233,464.99)	3,021,765.45
OPEB PERA/CE TRUST - 45	4,816,806.34	0.00	(215,627.46)	4,601,178.88
TOTALS	45,268,847.33	6,193,546.56	(2,306,519.92)	49,155,873.97

RECONCILEMENT OF TREASURER'S BALANCE WITH BANK

DESCRIPTION	BALANCE PER BANK STATEMENT	OUTSTANDING CHECKS	OUTSTANDING DEPOSITS	OTHER RECONCILING ITEMS	BALANCE PER TREASURER'S BOOKS
Merchants Bank	74,628.47	0.00	0.00	13.94	74,642.41
MSDLAF AP	608,789.77	(558,784.93)	0.00	0.00	50,004.84
MSDLAF Payroll	115,312.62	(15,461.46)	0.00	150.00	100,001.16
MSDLAF Scholarship	214,751.58	(2,500.00)	0.00	0.00	212,251.58
MSDLAF General	17,729,194.68	0.00	13,992.98	0.00	17,743,187.66
MSDLAF Flex	28,774.04	0.00	0.00	0.00	28,774.04
MSDLAF Dental Self Funded	444,555.61	0.00	0.00	0.00	444,555.61
MSDLAF Health Self Funded	3,040,038.45	0.00	0.00	(16,800.00)	3,023,238.45
MSDLAF Bond Proceeds	11,260,398.28	(7,116.46)	0.00	0.00	11,253,281.82
Vermillion Bank	165,383.19	(562.06)	0.00	0.00	164,821.13
MidAmerica - CE Trust	87,890.04	0.00	0.00	0.00	87,890.04
OPEB PERA/CE Trust Account	4,817,940.38	0.00	0.00	0.00	4,817,940.38
US Bank Escrow	11,155,284.85	0.00	0.00	0.00	11,155,284.85
TREASURER'S BALANCE	49,742,941.96	(584,424.91)	13,992.98	(16,636.06)	49,155,873.97

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

											Pay/Void			
Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount	
MB	P202MB	95415		Wire	1	10229	MERCHANTS BANK FEES	C Corporation	No	Yes	No	08/20/2021	7.99	
Bank Total:												\$7.99		
USAP	P20215	95335		Wire	1	10920	AFFINETY - MERCH BANK FEES (WIRE)	S Corporation	No	Yes	No	08/11/2021	2,330.40	
USAP	P20215	95336		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	Yes	No	08/11/2021	6,629.26	
USAP	P20203	95375		Wire	1	2976	SALES TAX (MN DEPT REVENUE)	Other	No	Yes	No	08/13/2021	26.00	
USAP	P20203	95376		Wire	1	9935	ELEYO FEES	S Corporation	No	Yes	No	08/13/2021	2,924.04	
USAP	P20203	95420		Wire	1	3167	MSDLAF BANK FEES	Other	No	Yes	No	08/20/2021	137.11	
USAP	p20230	95501		Wire	1	9860	MINNESOTA STATE RETIREMENT SYST	Other	No	No	No	08/31/2021	209,352.50	
USAP	P20130	95278	825795	Check	1	9066	BAKKER, PAUL	Other	Yes	Yes	Yes	08/06/2021	(386.46)	
USAP	P20201	95318	825863	Check	1	6596	ALITZ, PAUL		Yes	Yes	No	08/06/2021	20.00	
USAP	P20201	95306	825864	Check	1	1087	R1 ASCD	Other	Yes	Yes	No	08/06/2021	239.00	
USAP	P20201	95307	825865	Check	1	10912	ASSOC OF METROPOLITAN SCHOOL D	Other	Yes	Yes	No	08/06/2021	8,864.00	
USAP	P20201	95325	825866	Check	1	9066	BAKKER, PAUL	Other	Yes	Yes	No	08/06/2021	414.00	
USAP	P20201	95316	825867	Check	1	5226	BJORKLUND COMPENSATION CONSUL	Ind/Sole Proprietor	Yes	Yes	No	08/06/2021	145.00	
USAP	P20201	95308	825868	Check	1	1182	BURGESS, LESLIE		Yes	Yes	No	08/06/2021	116.91	
USAP	P20201	95309	825869	Check	1	1235	CITY OF HASTINGS	Other	Yes	Yes	No	08/06/2021	3,157.64	
USAP	P20201	95324	825870	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	08/06/2021	53.59	
USAP	P20201	95319	825871	Check	1	7322	R1 FERGUSON ENTERPRISES INC # 1657	C Corporation	Yes	Yes	No	08/06/2021	72.98	
USAP	P20201	95303	825872	Check	1	1452	R1 GENERAL PARTS LLC	LLC - Partnership	Yes	Yes	No	08/06/2021	482.50	
USAP	P20201	95302	825873	Check	1	10420	HOPE ENGLISH-SPANISH INTERPRETE	Ind/Sole Proprietor	Yes	Yes	No	08/06/2021	2,463.00	
USAP	P20201	95321	825874	Check	1	7721	R2 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	08/06/2021	5,099.61	
USAP	P20201	95317	825875	Check	1	5828	JIM CARLSON LEASING CO.	C Corporation	Yes	Yes	No	08/06/2021	600.00	
USAP	P20201	95310	825876	Check	1	1949	METRO ECSU	Other	Yes	Yes	No	08/06/2021	4,498.90	
USAP	P20201	95327	825877	Check	1	9465	MIDWEST IMAGING SOLUTIONS	LLC - S Corp	Yes	Yes	No	08/06/2021	74.00	
USAP	P20201	95311	825878	Check	1	1993	MINNESOTA SCHOOL BOARDS ASS'N.	Other	Yes	Yes	No	08/06/2021	12,630.00	
USAP	P20201	95304	825879	Check	1	1882	OFFICE OF MN IT SERVICES	Other	Yes	Yes	No	08/06/2021	37.53	
USAP	P20201	95312	825880	Check	1	2221	PRAXAIR DISTRIBUTION INC.	C Corporation	Yes	Yes	No	08/06/2021	35.86	
USAP	P20201	95314	825881	Check	1	2819	REPUBLIC SERVICES #923	C Corporation	Yes	Yes	No	08/06/2021	2,635.45	
USAP	P20201	95305	825882	Check	1	8633	RUPP ANDERSON SQUIRES & WALDSF	C Corporation	Yes	Yes	No	08/06/2021	2,123.00	
USAP	P20201	95326	825883	Check	1	9399	R1 SCHOLASTIC	C Corporation	Yes	Yes	No	08/06/2021	129.40	
USAP	P20201	95323	825884	Check	1	8815	SCHOOLS FOR EQUITY IN EDUCATION	Other	Yes	Yes	No	08/06/2021	5,842.00	
USAP	P20201	95322	825885	Check	1	8684	SOCIAL THINKING	S Corporation	Yes	Yes	No	08/06/2021	269.09	
USAP	P20201	95313	825886	Check	1	2500	SUPREME SCHOOL SUPPLY CO	S Corporation	Yes	Yes	No	08/06/2021	191.74	
USAP	P20201	95315	825887	Check	1	4836	R1 TEACHING STRATEGIES LLC	LLC - C Corp	Yes	Yes	No	08/06/2021	1,522.08	
USAP	P20201	95320	825888	Check	1	7490	UNIVERSITY LANGUAGE CTR INC	C Corporation	Yes	Yes	No	08/06/2021	224.80	
USAP	P20215	95371	825889	Check	1	9472	ANTHEM SPORTS LLC	LLC - S Corp	Yes	Yes	No	08/11/2021	918.67	
USAP	P20215	95339	825890	Check	1	10919	R1 ARVIG	S Corporation	Yes	Yes	No	08/11/2021	1,205.95	
USAP	P20215	95340	825891	Check	1	10946	R1 BIMBO BAKERIES USA	C Corporation	Yes	Yes	No	08/11/2021	145.20	

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
												Date		
USAP	P20215	95366	825892	Check	1 7120	R2	BSN SPORTS LLC	C Corporation	Yes	Yes	No	08/11/2021		3,500.00
USAP	P20215	95345	825893	Check	1 1204	R1	CARPENTER ST. CROIX VALLEY NATUI	C Corporation	Yes	No	No	08/11/2021		250.00
USAP	P20215	95346	825894	Check	1 1235		CITY OF HASTINGS	Other	Yes	Yes	No	08/11/2021		2,833.33
USAP	P20215	95347	825895	Check	1 1250		COMCAST	C Corporation	Yes	Yes	No	08/11/2021		122.09
USAP	P20215	95348	825896	Check	1 1286		CUB FOODS	LLC - S Corp	Yes	Yes	No	08/11/2021		15.15
USAP	P20215	95372	825897	Check	1 9747	R1	CULINEX	S Corporation	Yes	Yes	No	08/11/2021		270.60
USAP	P20215	95365	825898	Check	1 6745		CULLIGAN OF STILLWATER	S Corporation	Yes	Yes	No	08/11/2021		401.50
USAP	P20215	95369	825899	Check	1 8840		DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	08/11/2021		209.00
USAP	P20215	95356	825900	Check	1 3131		DIST OFFICE PETTY CASH FUND		Yes	Yes	No	08/11/2021		35.77
USAP	P20215	95364	825901	Check	1 6190	R2	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	Yes	Yes	No	08/11/2021		468.09
USAP	P20215	95360	825902	Check	1 3775		Elementary Summer Schl Petty Cs		Yes	Yes	No	08/11/2021		416.19
USAP	P20215	95337	825903	Check	1 10572		GENESIS TECHNOLOGIES, INC	C Corporation	Yes	Yes	No	08/11/2021		2,500.00
USAP	P20215	95361	825904	Check	1 4842	R1	GOODIN CO	C Corporation	Yes	Yes	No	08/11/2021		287.15
USAP	P20215	95342	825905	Check	1 11133		HASTINGS CREAMERY LLC	Ind/Sole Proprietor	Yes	Yes	No	08/11/2021		3,590.99
USAP	P20215	95359	825906	Check	1 3718		HASTINGS PARKS & RECREATION	Other	Yes	Yes	No	08/11/2021		65.40
USAP	P20215	95334	825907	Check	1 9319		IND SCHOOL DIST 622	Other	Yes	Yes	No	08/11/2021		15,778.68
USAP	P20215	95367	825908	Check	1 7721	R2	INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	08/11/2021		410.74
USAP	P20215	95370	825909	Check	1 9459	R1	KONICA MINOLTA	C Corporation	Yes	Yes	No	08/11/2021		2,705.18
USAP	P20215	95349	825910	Check	1 1891	R1	MASBO	C Corporation	Yes	Yes	No	08/11/2021		25.00
USAP	P20215	95350	825911	Check	1 2235	R1	NCS PEARSON INC	C Corporation	Yes	Yes	No	08/11/2021		122.80
USAP	P20215	95341	825912	Check	1 11102	R1	NESCO LLC	LLC - C Corp	Yes	Yes	No	08/11/2021		17,800.00
USAP	P20215	95368	825913	Check	1 8314	R2	NUTRIKIDS/HEARTLAND PAYMENT SYS	C Corporation	Yes	Yes	No	08/11/2021		525.00
USAP	P20215	95344	825914	Check	1 11154	R1	PRODUCTIVITY INC	S Corporation	Yes	Yes	No	08/11/2021		36,034.40
USAP	P20215	95358	825915	Check	1 3570		SNA	C Corporation	Yes	Yes	No	08/11/2021		450.00
USAP	P20215	95351	825916	Check	1 2449	R1	ST. PAUL PIONEER PRESS	C Corporation	Yes	Yes	No	08/11/2021		906.75
USAP	P20215	95352	825917	Check	1 2476		STERNAU & ASSOCIATES	Ind/Sole Proprietor	Yes	Yes	No	08/11/2021		2,323.17
USAP	P20215	95362	825918	Check	1 5445	R1	SUMMIT FIRE PROTECTION INC.	C Corporation	Yes	Yes	No	08/11/2021		1,850.00
USAP	P20215	95353	825919	Check	1 2500		SUPREME SCHOOL SUPPLY CO	S Corporation	Yes	Yes	No	08/11/2021		378.63
USAP	P20215	95343	825920	Check	1 11135	R1	SWIMOUTLET.COM	C Corporation	Yes	Yes	No	08/11/2021		1,052.05
USAP	P20215	95338	825921	Check	1 1080	R1	TEACHER SYNERGY INC	LLC - Partnership	Yes	Yes	No	08/11/2021		187.59
USAP	P20215	95354	825922	Check	1 2519		TEAM SPORTING GOODS	S Corporation	Yes	Yes	No	08/11/2021		4,290.94
USAP	P20215	95355	825923	Check	1 2563		TROPHIES PLUS	Ind/Sole Proprietor	Yes	Yes	No	08/11/2021		20.00
USAP	P20215	95363	825924	Check	1 5557	R1	ULINE SHIPPING SUPPLIES	S Corporation	Yes	Yes	No	08/11/2021		394.88
USAP	P20215	95357	825925	Check	1 3277		UPPER LAKES FOODS, INC	S Corporation	Yes	Yes	No	08/11/2021		2,231.28
USAP	P20203	95402	825926	Check	1 5510		ACCELERATED TECHNOLOGIES LLC	Ind/Sole Proprietor	Yes	Yes	No	08/13/2021		300.00
USAP	P20203	95377	825927	Check	1 10142		ALLSTREAM	C Corporation	Yes	Yes	No	08/13/2021		408.36
USAP	P20203	95396	825928	Check	1 8840		DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	08/13/2021		32.07
USAP	P20203	95380	825929	Check	1 10860		DEPARTMENT OF TRANSPORTATION	Other	Yes	Yes	No	08/13/2021		743.00
USAP	P20203	95399	825930	Check	1 9926		DOOR SERVICE COMPANY OF THE TW	S Corporation	Yes	Yes	No	08/13/2021		22,970.00

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

											Pay/Void			
Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount	
USAP	P20203	95385	825931	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	Yes	No	08/13/2021	523.20	
USAP	P20203	95386	825932	Check	1	1483	GRAPHIC DESIGN INC	S Corporation	Yes	Yes	No	08/13/2021	836.00	
USAP	P20203	95383	825933	Check	1	11193	HIRSCHAUER, BRITTNEY		Yes	Yes	No	08/13/2021	2,371.57	
USAP	P20203	95378	825934	Check	1	10420	HOPE ENGLISH-SPANISH INTERPRETE	Ind/Sole Proprietor	Yes	No	No	08/13/2021	302.50	
USAP	P20203	95400	825935	Check	1	10420	HOPE ENGLISH-SPANISH INTERPRETE	Ind/Sole Proprietor	Yes	No	No	08/13/2021	3,095.50	
USAP	P20203	95388	825936	Check	1	1845	HORIZON COMMERCIAL POOL SUPPLY	S Corporation	Yes	Yes	No	08/13/2021	539.50	
USAP	P20203	95397	825937	Check	1	9202	R1 INFINITE CAMPUS, INC.	S Corporation	Yes	Yes	No	08/13/2021	8,496.00	
USAP	P20203	95394	825938	Check	1	7721	R2 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	08/13/2021	14.99	
USAP	P20203	95401	825939	Check	1	1665	INTERMEDIATE SCHOOL DIST 917	Other	Yes	Yes	No	08/13/2021	11,422.45	
USAP	P20203	95387	825940	Check	1	1799	LAKESHORE LEARNING MATERIALS	S Corporation	Yes	Yes	No	08/13/2021	41.98	
USAP	P20203	95382	825941	Check	1	11165	LIBERTY SUPPLY LLC	LLC - S Corp	Yes	Yes	No	08/13/2021	494.85	
USAP	P20203	95395	825942	Check	1	8342	M JUDGE ELECTRIC LLC	Ind/Sole Proprietor	Yes	Yes	No	08/13/2021	225.00	
USAP	P20203	95389	825943	Check	1	1942	MENARDS	S Corporation	Yes	Yes	No	08/13/2021	219.00	
USAP	P20203	95381	825944	Check	1	10880	R1 NILFISK INC.	C Corporation	Yes	Yes	No	08/13/2021	94.50	
USAP	P20203	95392	825945	Check	1	3070	PINECREST PETTY CASH ACCOUNT		Yes	Yes	No	08/13/2021	500.00	
USAP	P20203	95390	825946	Check	1	2267	REGION V COMPUTER SERVICES	Other	Yes	Yes	No	08/13/2021	2,276.60	
USAP	P20203	95379	825947	Check	1	10576	R1 RIVERSIDE INSIGHTS	LLC - Partnership	Yes	Yes	No	08/13/2021	1,654.00	
USAP	P20203	95384	825948	Check	1	11195	SCHROEDER PROCESS AUTOMATION	LLC - S Corp	Yes	Yes	No	08/13/2021	766.24	
USAP	P20203	95391	825949	Check	1	2387	SHERWIN WILLIAMS CO	C Corporation	Yes	Yes	No	08/13/2021	306.45	
USAP	P20203	95398	825950	Check	1	9414	SITEONE LANDSCAPE SUPPLY LLC	LLC - C Corp	Yes	Yes	No	08/13/2021	1,399.24	
USAP	P20203	95393	825951	Check	1	3277	UPPER LAKES FOODS, INC	S Corporation	Yes	Yes	No	08/13/2021	965.17	
USAP	P20203	95428	825952	Check	1	11200	BARKER, DEBRA		Yes	No	No	08/20/2021	37.00	
USAP	P20203	95425	825953	Check	1	10946	R1 BIMBO BAKERIES USA	C Corporation	Yes	Yes	No	08/20/2021	33.00	
USAP	P20203	95417	825954	Check	1	1235	CITY OF HASTINGS	Other	Yes	Yes	No	08/20/2021	16,001.36	
USAP	P20203	95462	825955	Check	1	9895	CLIMATE MAKERS INC	S Corporation	Yes	Yes	No	08/20/2021	127,780.00	
USAP	P20203	95429	825956	Check	1	1251	COMMERCIAL KITCHEN SERVICES	S Corporation	Yes	No	No	08/20/2021	5,925.00	
USAP	P20203	95416	825957	Check	1	10245	CSTMN LLC	LLC - S Corp	Yes	Yes	No	08/20/2021	88,405.94	
USAP	P20203	95444	825958	Check	1	3399	R1 DALCO	S Corporation	Yes	Yes	No	08/20/2021	1,683.31	
USAP	P20203	95458	825959	Check	1	8840	R1 DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	08/20/2021	144.11	
USAP	P20203	95430	825960	Check	1	1330	DIAMOND VOGEL PAINTS	C Corporation	Yes	Yes	No	08/20/2021	418.67	
USAP	P20203	95443	825961	Check	1	3131	DIST OFFICE PETTY CASH FUND		Yes	Yes	No	08/20/2021	12.10	
USAP	P20203	95426	825962	Check	1	11150	DIVERSE CONSTRUCTION SERVICES I	S Corporation	Yes	Yes	No	08/20/2021	119,614.50	
USAP	P20203	95460	825963	Check	1	9817	EMERGENCY OUTFITTERS INC	C Corporation	Yes	Yes	No	08/20/2021	1,864.00	
USAP	P20203	95452	825964	Check	1	7322	R1 FERGUSON ENTERPRISES INC # 1657	C Corporation	Yes	Yes	No	08/20/2021	85.98	
USAP	P20203	95457	825965	Check	1	8718	FOOD SERVICE PETTY CASH ACCOUN		Yes	Yes	No	08/20/2021	800.00	
USAP	P20203	95448	825966	Check	1	4842	R1 GOODIN CO	C Corporation	Yes	Yes	No	08/20/2021	303.91	
USAP	P20203	95431	825967	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	Yes	No	08/20/2021	2,390.64	
USAP	P20203	95454	825968	Check	1	7721	R2 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	08/20/2021	2,224.67	
USAP	P20203	95433	825969	Check	1	1660	INSTITUTE FOR ENVIRONMENTAL ASS	S Corporation	Yes	Yes	No	08/20/2021	8,304.61	

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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
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USAP	P20203	95451	825970	Check	1	6156	JOSTENS		Yes	Yes	No	08/20/2021		2,255.70
USAP	P20203	95455	825971	Check	1	7804	KIDCREATE STUDIO	LLC - S Corp	Yes	Yes	No	08/20/2021		1,022.00
USAP	P20203	95456	825972	Check	1	8342	M JUDGE ELECTRIC LLC	Ind/Sole Proprietor	Yes	Yes	No	08/20/2021		1,101.00
USAP	P20203	95434	825973	Check	1	1876	MALLOY, MONTAGUE, KARNOWSKI,	C Corporation	Yes	Yes	No	08/20/2021		2,180.00
USAP	P20203	95461	825974	Check	1	9885	MATT HENNING TECH	Ind/Sole Proprietor	Yes	Yes	No	08/20/2021		1,411.00
USAP	P20203	95446	825975	Check	1	3937	MAVO SYSTEMS INC.	C Corporation	Yes	Yes	No	08/20/2021		20,900.00
USAP	P20203	95424	825976	Check	1	10927	MCDOWELL, ROBERT		Yes	Yes	No	08/20/2021		88.61
USAP	P20203	95435	825977	Check	1	1942	MENARDS	S Corporation	Yes	Yes	No	08/20/2021		141.35
USAP	P20203	95436	825978	Check	1	2054	NARDINI FIRE EQ. CO. INC.	S Corporation	Yes	Yes	No	08/20/2021		1,092.75
USAP	P20203	95422	825979	Check	1	10530	PETERSON COMPANIES INC	S Corporation	Yes	Yes	No	08/20/2021		5,534.00
USAP	P20203	95445	825980	Check	1	3910	PINE BEND PAVING INC	S Corporation	Yes	Yes	No	08/20/2021		35,650.00
USAP	P20203	95421	825981	Check	1	10240	PIONEER POWER INC	C Corporation	Yes	Yes	No	08/20/2021		179,095.49
USAP	P20203	95423	825982	Check	1	10879	R1 POWERSCHOOL GROUP LLC	LLC - Partnership	Yes	Yes	No	08/20/2021		4,150.98
USAP	P20203	95437	825983	Check	1	2251	RATWIK, ROSZAK, & MALONEY P.A.	C Corporation	Yes	Yes	No	08/20/2021		94.00
USAP	P20203	95419	825984	Check	1	4023	ROBBINSDALE AREA SCHOOLS		Yes	Yes	No	08/20/2021		1,546.75
USAP	P20203	95459	825985	Check	1	9399	R1 SCHOLASTIC	C Corporation	Yes	Yes	No	08/20/2021		5.68
USAP	P20203	95438	825986	Check	1	2352	SCHOOL HEALTH CORPORATION	S Corporation	Yes	Yes	No	08/20/2021		1,190.28
USAP	P20203	95427	825987	Check	1	11189	R1 SHARON VANDEHOEF		Yes	Yes	No	08/20/2021		200.00
USAP	P20203	95447	825988	Check	1	4115	SKYHAWKS	LLC - S Corp	Yes	Yes	No	08/20/2021		2,385.00
USAP	P20203	95439	825989	Check	1	2461	STATE CHEMICAL SOLUTIONS	S Corporation	Yes	Yes	No	08/20/2021		493.42
USAP	P20203	95449	825990	Check	1	5445	R1 SUMMIT FIRE PROTECTION INC.	C Corporation	Yes	Yes	No	08/20/2021		1,390.00
USAP	P20203	95440	825991	Check	1	2559	TRIO SUPPLY	C Corporation	Yes	Yes	No	08/20/2021		20,101.48
USAP	P20203	95450	825992	Check	1	5557	R1 ULINE SHIPPING SUPPLIES	S Corporation	Yes	Yes	No	08/20/2021		70.21
USAP	P20203	95453	825993	Check	1	7490	UNIVERSITY LANGUAGE CTR INC	C Corporation	Yes	Yes	No	08/20/2021		674.40
USAP	P20203	95432	825994	Check	1	1586	VALLEY PROMOTIONS-FLEET FEET	LLC - S Corp	Yes	No	No	08/20/2021		1,852.50
USAP	P20203	95418	825995	Check	1	4015	R1 VIRCO	C Corporation	Yes	Yes	No	08/20/2021		664.08
USAP	P20203	95442	825996	Check	1	2663	WOLD ARCHITECTS AND ENGNRS INC	C Corporation	Yes	No	No	08/20/2021		2,290.73
USAP	P20203	95441	825997	Check	1	2633	ZAYO GROUP HOLDINGS INC	C Corporation	Yes	Yes	No	08/20/2021		59.31
USAP	P20204	95478	825998	Check	1	11191	R1 AMELIA MCNAMARA		Yes	No	No	08/27/2021		4.99
USAP	P20204	95477	825999	Check	1	1004	BETCHER, ROBERT		Yes	No	No	08/27/2021		20.00
USAP	P20204	95480	826000	Check	1	11192	R1 BREANA OR ADAM GIRGEN		Yes	No	No	08/27/2021		145.00
USAP	P20204	95484	826001	Check	1	8681	CANVAS HEALTH	C Corporation	Yes	No	No	08/27/2021		3,709.56
USAP	P20204	95485	826002	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	No	No	08/27/2021		3.05
USAP	P20204	95486	826003	Check	1	9329	HOMETOWN ACE HARDWARE	S Corporation	Yes	No	No	08/27/2021		1,015.30
USAP	P20204	95474	826004	Check	1	1654	INDUSTRIAL APPRAISAL COMPANY	C Corporation	Yes	No	No	08/27/2021		5,420.00
USAP	P20204	95475	826005	Check	1	1664	INTERMEDIATE DIST 287	Other	Yes	No	No	08/27/2021		4,642.80
USAP	P20204	95476	826006	Check	1	1665	INTERMEDIATE SCHOOL DIST 917	Other	Yes	No	No	08/27/2021		29,872.60
USAP	P20204	95479	826007	Check	1	11191	R2 KRISTEN THURMES		Yes	No	No	08/27/2021		9.99
USAP	P20204	95487	826008	Check	1	9616	LATCH, CURTIS		Yes	No	No	08/27/2021		80.00

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USAP	P20204	95481	826009	Check	1	1993	MINNESOTA SCHOOL BOARDS ASS'N.	Other	Yes	No	No	08/27/2021		297.00
USAP	P20204	95483	826010	Check	1	5650	R1 SYNCHRONY BANK/AMAZON	C Corporation	Yes	No	No	08/27/2021		7,667.08
USAP	P20204	95482	826011	Check	1	2522	TERRY'S HARDWARE	S Corporation	Yes	No	No	08/27/2021		989.19
USAP	p20230	95531	826012	Check	1	7665	R1 ARC DOCUMENT SOLUTIONS LLC	LLC - C Corp	Yes	No	No	08/31/2021		4,481.00
USAP	p20230	95509	826013	Check	1	11173	CATER, GWEN	Ind/Sole Proprietor	Yes	No	No	08/31/2021		153.08
USAP	p20230	95510	826014	Check	1	1214	CDW GOVERNMENT	LLC - C Corp	Yes	No	No	08/31/2021		7,000.00
USAP	p20230	95524	826015	Check	1	3748	CENTERPOINT ENERGY	C Corporation	Yes	No	No	08/31/2021		1,210.51
USAP	p20230	95528	826016	Check	1	7295	CENTURYLINK	C Corporation	Yes	No	No	08/31/2021		168.70
USAP	p20230	95529	826017	Check	1	7332	CENTURYLINK	C Corporation	Yes	No	No	08/31/2021		3,482.22
USAP	p20230	95536	826018	Check	1	9895	CLIMATE MAKERS INC	S Corporation	Yes	No	No	08/31/2021		2,390.00
USAP	p20230	95505	826019	Check	1	10730	R1 COMMUNITIES IN SCHOOLS OF THE TV	Other	Yes	No	No	08/31/2021		25,000.00
USAP	p20230	95522	826020	Check	1	3399	R1 DALCO	S Corporation	Yes	No	No	08/31/2021		4,221.01
USAP	p20230	95534	826021	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	No	No	08/31/2021		655.16
USAP	p20230	95511	826022	Check	1	1330	DIAMOND VOGEL PAINTS	C Corporation	Yes	No	No	08/31/2021		1,432.20
USAP	p20230	95537	826023	Check	1	9926	DOOR SERVICE COMPANY OF THE TW	S Corporation	Yes	No	No	08/31/2021		8,635.00
USAP	p20230	95506	826024	Check	1	10787	DOWNTOWN TIRE AND AUTO INC	S Corporation	Yes	No	No	08/31/2021		792.88
USAP	p20230	95512	826025	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	No	No	08/31/2021		1,582.11
USAP	p20230	95513	826026	Check	1	1483	GRAPHIC DESIGN INC	S Corporation	Yes	No	No	08/31/2021		864.00
USAP	p20230	95523	826027	Check	1	3718	HASTINGS PARKS & RECREATION	Other	Yes	No	No	08/31/2021		104.64
USAP	p20230	95514	826028	Check	1	1582	HILLYARD INC-MINNEAPOLIS	C Corporation	Yes	No	No	08/31/2021		2,648.22
USAP	p20230	95530	826029	Check	1	7357	R2 IMPACT APPLICATIONS	C Corporation	Yes	No	No	08/31/2021		444.00
USAP	p20230	95535	826030	Check	1	9202	R1 INFINITE CAMPUS, INC.	S Corporation	Yes	No	No	08/31/2021		81.25
USAP	p20230	95532	826031	Check	1	7721	R2 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	No	No	08/31/2021		435.00
USAP	p20230	95525	826032	Check	1	4314	MASPA	Other	Yes	No	No	08/31/2021		250.00
USAP	p20230	95515	826033	Check	1	1967	R1 MINITEX	Other	Yes	No	No	08/31/2021		1,244.00
USAP	p20230	95516	826034	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	No	No	08/31/2021		24,136.65
USAP	p20230	95517	826035	Check	1	1993	MINNESOTA SCHOOL BOARDS ASS'N.	Other	Yes	No	No	08/31/2021		450.00
USAP	p20230	95518	826036	Check	1	2229	MPLS PUBLIC SCHOOLS-SPEC DIST 1	Other	Yes	No	No	08/31/2021		45.00
USAP	p20230	95520	826037	Check	1	2795	MTI DISTRIBUTING, INC.	C Corporation	Yes	No	No	08/31/2021		1,511.95
USAP	p20230	95508	826038	Check	1	11154	R1 PRODUCTIVITY INC	S Corporation	Yes	No	No	08/31/2021		4,504.30
USAP	p20230	95504	826039	Check	1	10475	PROJECT LEAD THE WAY	C Corporation	Yes	No	No	08/31/2021		950.00
USAP	p20230	95533	826040	Check	1	8228	R1 SCHOOL DATEBOOKS INC	S Corporation	Yes	No	No	08/31/2021		1,140.97
USAP	p20230	95502	826041	Check	1	10234	STONEWARE, INC.	C Corporation	Yes	No	No	08/31/2021		450.00
USAP	p20230	95503	826042	Check	1	10270	SWANK MOVIE LICENSING USA	S Corporation	Yes	No	No	08/31/2021		3,247.00
USAP	p20230	95507	826043	Check	1	10898	R1 SYMMETRY ENERGY SOLUTIONS	LLC - Partnership	Yes	No	No	08/31/2021		244.49
USAP	p20230	95519	826044	Check	1	2548	R1 T-MOBILE	C Corporation	Yes	No	No	08/31/2021		174.96
USAP	p20230	95521	826045	Check	1	3277	UPPER LAKES FOODS, INC	S Corporation	Yes	No	No	08/31/2021		6,632.16
USAP	p20230	95526	826046	Check	1	5516	YOUTH ENRICHMENT LEAGUE	S Corporation	Yes	No	No	08/31/2021		1,104.00
USAP	p20230	95527	826047	Check	1	6727	ZEH TEK INC	S Corporation	Yes	No	No	08/31/2021		412.00

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USAP	P20230	95538	826048	Check	1 10471	R1	BAKER TILLY MUNICIPAL ADVISORS LL	LLC - Partnership	Yes	No	No	08/31/2021	3,150.00
												Bank Total:	\$1,271,649.81
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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
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USPR	P222P1	95328		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	08/09/2021	53,254.40
USPR	P222P1	95329		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	08/09/2021	37,625.67
USPR	P222P1	95330		Wire	1	2016	MN TRA	Other	No	Yes	No	08/09/2021	123,899.57
USPR	P222P1	95331		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	08/09/2021	225,138.39
USPR	P222P1	95332		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	08/09/2021	27,746.53
USPR	P222P2	95488		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	08/31/2021	54,831.79
USPR	P222P2	95489		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	08/31/2021	37,064.36
USPR	P222P2	95490		Wire	1	2016	MN TRA	Other	No	Yes	No	08/31/2021	121,369.56
USPR	P222P2	95491		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	08/31/2021	221,686.98
USPR	P222P2	95492		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	08/31/2021	27,444.29
USPR	P222P3	95539		Wire	1	3166	BREMER BANK FEES	Other	No	Yes	No	08/31/2021	200.40
USPR	P222P1	95333	105292	Check	1	9449	R1 WISCONSIN SUPPORT COLLECTIONS	Other	Yes	Yes	No	08/09/2021	47.50
USPR	P222P2	95496	105293	Check	1	5234	EDUCATION MINNESOTA	Other	Yes	No	No	08/31/2021	18.00
USPR	P222P2	95495	105294	Check	1	4539	HASTINGS PUBLIC SCHOOLS FOUNDA	Other	Yes	No	No	08/31/2021	874.00
USPR	P222P2	95498	105295	Check	1	7384	HIGH SCHL FACULTY SCHOLARSHIP		Yes	No	No	08/31/2021	96.00
USPR	P222P2	95493	105296	Check	1	2002	MINNESOTA TEAMSTERS LOCAL 320	Other	Yes	No	No	08/31/2021	1,834.00
USPR	P222P2	95494	105297	Check	1	2010	NCPERS GROUP LIFE INS -157410	C Corporation	Yes	No	No	08/31/2021	64.00
USPR	P222P2	95497	105298	Check	1	6780	SEIU LOCAL 284	Other	Yes	No	No	08/31/2021	4.58
USPR	P222P2	95499	105299	Check	1	8906	WINGS FINANCIAL CREDIT UNION	C Corporation	Yes	No	No	08/31/2021	200.00
USPR	P222P2	95500	105300	Check	1	9449	R1 WISCONSIN SUPPORT COLLECTIONS	Other	Yes	No	No	08/31/2021	47.50
USPR	P222P3	95540	105301	Check	1	10169	STANDARD INSURANCE COMPANY	C Corporation	Yes	No	No	08/31/2021	12,323.38
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Report Total:												\$945,770.90	

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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
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USBP	P202B1	95411	970	Check	1 9506		BITUMINOUS ROADWAYS INC	LLC - S Corp	Yes	Yes	No	08/18/2021	254,315.00
USBP	P202B1	95409	971	Check	1 7566		JORGENSEN CONSTRUCTION INC	S Corporation	Yes	Yes	No	08/18/2021	137,465.00
USBP	P202B1	95410	972	Check	1 8342		M JUDGE ELECTRIC LLC	Ind/Sole Proprietor	Yes	Yes	No	08/18/2021	445.00
USBP	P202B1	95408	973	Check	1 5445	R1	SUMMIT FIRE PROTECTION INC.	C Corporation	Yes	Yes	No	08/18/2021	784.00
USBP	P202B1	95406	974	Check	1 11172		WEBER INC	S Corporation	Yes	Yes	No	08/18/2021	35,092.58
USBP	P202B1	95407	975	Check	1 2663		WOLD ARCHITECTS AND ENGNRS INC	C Corporation	Yes	No	No	08/18/2021	7,116.46
Bank Total:												\$435,218.04	
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ACTV	P22021	95300		Wire	1	7006	VERMILLION BANK FEES	S Corporation	No	Yes	No	08/06/2021	45.00
ACTV	P22021	95301		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	Yes	No	08/06/2021	1,876.67
ACTV	P22021	95298	37922	Check	1	10584	EDEN PRAIRIE BANDS	Other	Yes	No	No	08/06/2021	100.00
ACTV	P22021	95299	37923	Check	1	1483	GRAPHIC DESIGN INC	S Corporation	Yes	Yes	No	08/06/2021	1,771.00
ACTV	P22022	95414	37924	Check	1	11197	BAUER, GRACE		Yes	Yes	No	08/19/2021	92.68
ACTV	P22023	95467	37925	Check	1	11206	COLTS YOUTH ORGANIZATION	C Corporation	Yes	Yes	No	08/27/2021	4,450.00
ACTV	P22023	95468	37926	Check	1	1360	EASTVIEW HIGH SCHOOL	Other	Yes	No	No	08/27/2021	100.00
ACTV	P22023	95469	37927	Check	1	5650	R1 SYNCHRONY BANK/AMAZON	C Corporation	Yes	No	No	08/27/2021	362.06

Bank Total: \$8,797.41

Report Total: \$8,797.41

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
									Print	Recon	Void	Date	
SCH	P2021P	95413		Wire	1 3167		MSDLAF BANK FEES	Other	No	Yes	No	08/19/2021	2.00
SCH	P2021P	95412	304373	Check	1 11202		CLEMONS, MCKENSIE / BETHEL UNIVE		Yes	Yes	No	08/19/2021	2,000.00
SCH	P2022P	95466	304374	Check	1 10389		POTTINGER, TODD / NORTH DAKOTA S		Yes	No	No	08/27/2021	1,500.00
Bank Total:												\$3,502.00	
Report Total:												\$3,502.00	

HASTINGS PUBLIC SCHOOLS

Dental Self-Funded Summary

Period Ending August 31, 2021

Sequence: Crs, Org, Fd

										22ADP				% YTD		Remaining
Description										Annual Budget	Period 202202	Year To Date	% YTD	Encumbrances	+ Enc	Balance
R	20	000	000	000	087	000	422	000	EE Unpaid Premiums	0.00	0.00	0.00	0%	0.00	0%	0.00
R	20	000	000	000	092	000	422	000	Interest-Dental	(3,727.00)	51.70	489.67	(13%)	0.00	(13%)	(4,216.67)
R	20	000	000	000	095	000	422	000	Employer Share/Premiums	(528,754.00)	(7,677.95)	(78,977.07)	15%	0.00	15%	(449,776.93)
R	20	000	000	000	097	000	422	000	Employee Share/Premiums	(118,199.00)	(2,451.74)	(11,678.76)	10%	0.00	10%	(106,520.24)
R	20	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(88,543.00)	(7,121.77)	(15,858.04)	18%	0.00	18%	(72,684.96)
E	20	005	105	000	301	000	422	000	Fees-Carrier & Consultant	32,086.00	2,668.00	5,359.20	17%	0.00	17%	26,726.80
E	20	005	105	000	302	000	422	000	Claims-Dental	585,831.00	59,317.16	116,065.78	20%	0.00	20%	469,765.22
000 Districtwide										(121,306.00)	44,785.40	15,400.78	(13%)	0.00	(13%)	(136,706.78)
Report Totals:										(121,306.00)	44,785.40	15,400.78	(13%)	0.00	(13%)	(136,706.78)

HASTINGS PUBLIC SCHOOLS

Health Self-Funded Summary

Period Ending August 31, 2021

Sequence: Crs, Org, Fd

										22ADP			% YTD			Remaining
										Annual Budget	Period 202202	Year To Date	% YTD	Encumbrances	+ Enc	Balance
										Description						
R	21	000	000	000	095	000	422	000	Employer Share/Premiums	(6,515,727.00)	(100,724.96)	(960,405.68)	15%	0.00	15%	(5,555,321.32)
R	21	000	000	000	097	000	422	000	Employee Share/Premiums	(1,163,385.00)	(13,493.74)	(123,761.52)	11%	0.00	11%	(1,039,623.48)
R	21	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(280,916.00)	(19,186.50)	(52,217.42)	19%	0.00	19%	(228,698.58)
R	21	000	000	000	099	000	422	000	ER/Trust Share for Retirees	(61,940.00)	(5,370.68)	(10,741.36)	17%	0.00	17%	(51,198.64)
R	21	000	000	000	092	000	422	000	Interest -Health	(41,290.00)	(70.06)	213.13	(1%)	0.00	(1%)	(41,503.13)
R	21	000	000	000	087	000	422	000	EE Unpaid Premiums	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	312	000	422	000	Consultant-OneDigital \$40,000	40,000.00	0.00	0.00	0%	0.00	0%	40,000.00
E	21	005	105	000	317	000	422	000	Network Fees	23,533.00	555.28	971.05	4%	0.00	4%	22,561.95
E	21	005	105	000	322	000	422	000	PaydHealth Fees	0.00	8,018.84	8,018.84	0%	0.00	0%	(8,018.84)
E	21	005	105	000	300	000	422	000	Pharmacy Rebates/Admin Fees	(114,660.00)	(8,994.90)	(19,531.01)	17%	0.00	17%	(95,128.99)
E	21	005	105	000	301	000	422	000	Vebea/Flex/TrustPoint	19,898.00	1,665.00	3,312.00	17%	0.00	17%	16,586.00
E	21	005	105	000	302	000	422	000	Claims-Medical	6,792,437.00	296,011.02	824,016.67	12%	0.00	12%	5,968,420.33
E	21	005	105	000	305	000	422	000	Claims-Pharmacy/RX	1,198,665.00	0.00	63,861.48	5%	0.00	5%	1,134,803.52
E	21	005	105	000	314	000	422	000	Springbuk Fee \$1/pm/pm	5,532.00	0.00	1,353.00	24%	0.00	24%	4,179.00
E	21	005	105	000	307	000	422	000	Health Carrier TPA	237,876.00	19,393.00	38,872.00	16%	0.00	16%	199,004.00
E	21	005	105	000	308	000	422	000	StopLoss	401,830.00	32,171.23	74,416.30	19%	0.00	19%	327,413.70
E	21	005	105	000	309	000	422	000	Fitness reimbursements	16,700.00	580.00	1,119.62	7%	0.00	7%	15,580.38
000 Districtwide										558,553.00	210,553.53	(150,502.90)	(27%)	0.00	(27%)	709,055.90
R	21	000	000	000	089	326	422	000	Employer-PCORI-ACA \$2.54	(3,045.00)	0.00	(3,004.82)	99%	0.00	99%	(40.18)
R	21	000	000	000	094	326	422	000	Employer-VEBA Trust Rev	(722,400.00)	0.00	(2,400.00)	0%	0.00	0%	(720,000.00)
E	21	005	105	000	301	326	422	000	Employer-VEBA Trust Pmt.	722,400.00	13,200.00	688,200.00	95%	0.00	95%	34,200.00
E	21	005	105	000	313	326	422	000	Employer-PCORI- ACA \$2.54	3,045.00	0.00	3,004.82	99%	0.00	99%	40.18
326 District Additional R/E										0.00	13,200.00	685,800.00	0%	0.00	0%	(685,800.00)
R	21	000	000	000	088	331	422	000	P1 Wellness Credit	(15,000.00)	0.00	0.00	0%	0.00	0%	(15,000.00)
E	21	005	105	000	335	331	422	000	Short-Term Lease/Rental	0.00	401.50	803.00	0%	0.00	0%	(803.00)
E	21	005	105	000	366	331	422	000	Participation Fees Wellness	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	370	331	422	000	Rentals & Leases Wellness	5,000.00	0.00	0.00	0%	0.00	0%	5,000.00
E	21	005	105	000	401	331	422	000	Supplies Wellness	9,500.00	0.00	0.00	0%	0.00	0%	9,500.00
E	21	005	105	000	314	331	422	000	Consultant Expense Wellness	500.00	0.00	0.00	0%	0.00	0%	500.00
E	21	005	105	000	305	331	422	000	Consult/Fees For Svc	0.00	0.00	0.00	0%	0.00	0%	0.00
331 Wellness R/E										0.00	401.50	803.00	0%	0.00	0%	(803.00)
Report Totals:										558,553.00	224,155.03	536,100.10	96%	0.00	96%	22,452.90

HR PERSONNEL REPORT

Board Meeting Date:

9/22/2021

RETIREMENT/RESIGNATION/TERMINATION

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE
Balster, Lori	Termination	Cook; 3 hrs / day Hastings High School	SEIU Local 283	June 4, 2021
Hughes, Mary	Resignation	Cook; 2 hrs / day Hastings High School	SEIU Local 284	September 14, 2021
Kittleson, Megan	Termination	Paraprofessional; 5.75 hrs / day Hastings High School	Ed MN ESP	September 8, 2021
Loesch, Megan	Resignation	SAC Lead; 8 hrs / day Community Education - Tilden	Local 320	September 7, 2021
Murtha, Dan	Resignation	Grade 5 Teacher; 1.0 FTE Hastings Middle School	Ed MN - Teachers	June 4, 2021
Rogers, Susan	Resignation	Paraprofessional; 5.75 hrs / day Hastings Middle School	Ed MN ESP	June 4, 2021
Stoffel, Mary	Resignation	Paraprofessional; 2.5 hrs / day Kennedy Elementary	Ed MN ESP	September 3, 2021

HIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/HOURLY RATE	EMPLOYEE GROUP	EFFECTIVE DATE
Afdahl, Renee	Lunch/Recess Aide; 2.5 hrs / day McAuliffe Elementary	\$15.05 / Hour	Ed MN ESP	September 8, 2021
Botka, Catherine	Lunch/Recess Aide; 2.5 hrs / day McAuliffe Elementary	\$15.05 / Hour	Ed MN ESP	September 8, 2021
Bourdreau, Catherine	Recess/Lunch Aide; 2.5 hrs / day Kennedy Elementary	\$15.05 / Hour	Ed MN ESP	September 8, 2021
Brotten, Kristin	Floating Daily Sub; 8 hrs /day Pinecrest Elementary	\$200 / Day	N/A	September 22, 2021
Farber, Michael	Floating Daily Sub; 8 hrs /day Hastings High School	\$200 / Day	N/A	September 9, 2021
Fox, Katie	Cook; 5.75 hrs / day Hastings High School	\$15.05 / Hour	SEIU Local 284	September 27, 2021
Holum, Tina	Elementary English Learner Teacher; 1.0 FTE District Wide	\$73,412 / Year	Ed MN ESP	September 1, 2021
Kirsch, Kama	Accounts Payable Clerk; 8 hrs / day District Wide	\$17.84 / Hour	Individual	September 20, 2021
Krinke, Julee	Lunch/Recess Aide; 2.5 hrs / day Pinecrest Elementary	\$15.05 / Hour	Ed MN ESP	September 8, 2021
Letourneau, Anthony	Infinite Campus Tech Support; Schedule C Stipend Hastings High School	\$750 / Year	Ed MN - Teachers	August 31, 2021
Likes, Casey	Special Services Office Specialist; 8 hrs / day District Wide	\$23.22 / Hour	Individual	September 13, 2021
Kuglin, Jamie	Floating Daily Sub; 8 hrs / day Kennedy Elementary	\$200 / Day	N/A	September 20, 2021
Martin, Ann	Paraprofessional; 5.75 hrs / day Hastings Middle School	\$17.84 / Hour	Ed MN ESP	September 8, 2021

McMillan, Kim	Floating Daily Sub; 8 hrs / day Hastings Middle School	\$200 / Day	N/A	September 17, 2021
Meyer, Gregory	Cook Assistant; 3 hrs / day Hastings High School	\$13.85 / Hour	SEIU Local 284	September 8, 2021
Ryan, Joan	Floating Daily Sub; 8 hrs /day Hastings High School	\$200 / Day	N/A	September 9, 2021
Schultz, Peter	Paraprofessional; 6.75 hrs / day Hastings High School	\$17.84 / Hour	Ed MN ESP	September 7, 2021
Sjoblom, Matthew	SAC Assistant; 2.75 hrs / day Kennedy Elementary	\$15.05 / Hour	N/A	September 9, 2021
Teigland, Joanne	Floating Daily Sub; 8 hrs / day Hastings Middle School	\$200 / Day	N/A	September 13, 2021
Woebke, Samantha	Primary Literacy Coach; Scheduel C Stipend Kennedy Elementary	\$2400 / Year	Ed MN - Teachers	August 31, 2021

LEAVE APPROVAL

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Bartkey, Michelle	Approve	Science Teacher, 1.0 FTE Hastings High School	Ed MN - Teachers	August 30, 2021 - TBD
Hood, Paige	Approve	Paraprofessional, 5.75 hrs/day Kennedy Elementary	Ed MN ESP	September 8, 2021 - December 31, 2021
Mitchell, Amy	Approve	Grade 2 Teacher; 1.0 FTE Kennedy Elementary	Ed MN - Teachers	August 30, 2021 - June 10, 2022
Myers, Mary Jo	Approval of Extended Leave of Absence pursuant to MN Statute 122A.46	Social Studies Teacher, 1.0 FTE Hastings High School	Ed MN - Teachers	September 3, 2021 - June 30, 2024
Napper, Colleen	Approve	Paraprofessional, 5.75 hrs/day Hastings Middle School	Ed MN ESP	September 8, 2021 - December 31, 2021
Post, Halina	Approval of Extended Leave of Absence pursuant to MN Statute 122A.46	ESL Teacher, 1.0 FTE Pinecrest Elementary/McAuliffe Elementary	Ed MN - Teachers	January 28, 2022 - January 28, 2025

ASSIGNMENT CHANGES

NAME	FROM	TO	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Cook, Kristina	Admin Support Assistant - Athletics; 7.25 hrs/ day Hastings Middle School	Admin Support Assistant - Athletics; 8 hrs / day Hastings Middle School	HESA	Septemeber 8, 2021
Fox, Mary Ellen	Health Services Supervisor; 206 days/year	Health Services Supervisor; 210 days/year	District Supervisors	July 1, 2021
Hughes, Mary	Cook Assistant; 3 hrs / day Hastings High School	Food Service Sub District Wide	N/A	September 27, 2021
Klein, Matt	PE Teacher; 1.0 FTE Pinecrest Elementary	PE / FACS Teacher; 1.0 FTE Hastings Middle School	Ed MN - Teachers	September 7, 2021
Werner, Tina	Cook; 5.75 hrs / day Hastings High School	Food Service Sub District Wide	N/A	September 28, 2021

CHANGE IN CLASSIFICATION - ANNUAL REVIEW CYCLE

POSITION	FROM	TO	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Director of Athletics (Incumbent Grandfathered)	Classification 16	Classification 15	District Administrators	July 1, 2021

Director of Finance and Operations	Classification 18	Classification 19	District Administrators	July 1, 2022
Director of Food Service	Classification 14	Classification 15	District Supervisors	July 1, 2021
Director of Human Resources	Classification 17	Classification 18	District Administrators	July 1, 2021
Director of Teaching and Learning	Classification 17	Classification 18	District Administrators	July 1, 2021
Dir. of Technology & Student Systems	Classification 16	Classification 15	District Administrators	July 1, 2021

MISCELLANEOUS

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Keyport, Robyn	Approval TRA Part Time Teacher Program	Science Teacher; .667 FTE Hastings High School	Ed MN - Teachers	August 30, 2021 - June 10, 2021

**INDEPENDENT
SCHOOL DISTRICT #200**

Master Agreement



**2020-2021
2021-2022**

District Administrators

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ARTICLE I - DEFINITIONS

Section 1 - Definition of Unit

Subd. 1 – All positions listed in Salary Appendix A shall be considered a part of the Administrators' salary program and covered under the terms of this Agreement.

Subd. 2 – Employment in positions covered by this Agreement shall be at-will, unless an employment contract exists.

Subd. 3 – Positions covered by this Agreement are exempt and not subject to overtime laws.

Section 2 - Working Day

A working day is defined as any day the employee is scheduled to work except those designated as major legal holidays by state law. An employee may be required to work on those legal holidays on which the School Board is authorized to conduct school, if so designated by the School Board.

Section 3 - Work Year

The work year shall be defined as the 12 month period commencing July 1 each year, and ending on June 30 of the following calendar year.

ARTICLE II - SCHOOL BOARD RIGHTS

Section 1 - Inherent Managerial Rights

The Administrators 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 employers, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. All managerial rights and functions not expressly delegated in this Agreement are reserved to the school board.

Section 2 - Management Responsibilities

The Administrators 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 opportunity for the students of the school district.

Section 3 - Effect of Laws and Regulations

The parties recognize that the school district, all employees covered by this Agreement, and all provisions of the 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 governmental agencies. Any provision 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.

ARTICLE III - ADMINISTRATOR RIGHTS

Section 1 - Right to Views

Pursuant to M.S. 179.65, Subd. 1, nothing contained in the Agreement shall be construed to limit, impair or affect the right of any Administrator 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 Administrator, nor shall it be construed to require any public employee to perform labor or services against his/her will.

Section 2 - Personnel Files

Subd. 1 - Administrators shall have the right to inspect their individual personnel files.

Subd. 2 - Administrators shall receive a copy of evaluation materials which are initiated by the School Board and placed in the Administrator's individual personnel file.

ARTICLE IV - COMPENSATION

Section 1 - Wages/Compensation

Subd. 1 - The wages/compensation reflected in Appendix A shall be in effect for the period commencing July 1, 2020 and ending June 30, 2022.

Subd. 2 - The wages/compensation provided herein may, at the sole discretion of the District, be increased during the duration of this salary program for purposes of complying with applicable state and federal laws.

Section 2 - Initial Compensation

At the time of hiring, initial placement on the salary schedule shall be determined by mutual agreement between the individual employee and the employer.

Section 3 - Pay

Subd. 1 - Employees shall be paid twice per month. If a pay date falls on a Saturday, Sunday, or holiday, employees will be paid on the last working day immediately preceding. Regular paychecks shall be delivered by direct deposit.

Subd. 2 - Payment for wages earned will be paid in equal installments over the number of months actually worked by the employee, unless otherwise elected prior to July 1 each year.

Section 4 - Advancement on the Salary Schedule

Subd. 1 - Employees hired on or before December 31 shall be paid at their starting step on the salary schedule. Effective the following July 1, employees shall be advanced to the next step.

Employees hired after December 31 shall be paid at their starting step on the salary schedule until July 1 of the following calendar year. Thereafter, employees shall advance on the salary schedule as of July 1 until the top step has been reached.

Subd. 2 - Employees shall be provided step advancement on the salary schedule following Board approval of the updated Master Agreement.

Subd. 3 - The District may, at its discretion, withhold step advancement/pay increase as a result of performance concerns. If it is determined that step advancement will be withheld, the employee shall be notified in writing by no later than May 15.

Subd. 4 - Employees receiving a promotion will be placed at step one of the new salary schedule. The District may, at its discretion, place an employee at a higher step so as to avoid the employee receiving a decreased rate of pay following a promotion.

ARTICLE V - VACATION AND HOLIDAYS

Section 1 - Vacation

Subd. 1 - Employees working 52 weeks per year shall earn 28 days of vacation each year. Vacation accrual will be pro-rated for employees working less than 52 weeks.

Subd. 2 - Vacation accruals will be allocated on July 1 each year. Accruals will be based on the actual number of years completed at the time of the accrual.

Subd. 3 - Accrued vacation shall be adjusted for employees who resign prior to the end of the year and an employee's last check will be deducted for any vacation leave used in excess of that earned.

Subd. 4 - In extenuating circumstances, with advance approval of the Superintendent, employees may carry over up to five days into the next fiscal year.

Section 2 - Holidays

Subd. 1 - For the 2020-2021 school year only, the following legal holidays will be provided to Administrators covered by this contract:

1. Independence Day – (This is a holiday for 12 month employees only)
2. Friday before Labor Day (This is a holiday for 12 month employees only, if school is not in session. If school is in session this holiday shall be moved to the Thursday of Teacher Association. It is not a floating holiday.)
3. Labor Day
4. Friday of Teacher Association
5. Thanksgiving
6. Friday after Thanksgiving
7. Christmas Eve
8. Christmas Day
9. New Year's Eve
10. New Year's Day

11. Presidents Day Observed
12. Good Friday
13. Easter Monday (If school is not in session, this day would be a non-workday; it is not a floating holiday nor is it replaced with another day).
14. Memorial Day

Subd. 2 - If any of the legal holidays fall on weekend days, the holiday will be observed on the preceding Friday or the following Monday, as determined by the District. Christmas Day or New Year's Day falls on a Saturday or a Sunday, the Administrator may take the day before Christmas Day and the day before New Year's Day on the days specified by the Superintendent, consistent with the need for administrative services in District 200.

Subd. 3 - Effective July 1, 2021, employees working 52 weeks shall be entitled to 14 district established holidays each year. Employees working less than 52 weeks shall be eligible for paid holidays that fall within their work year.

ARTICLE VI - LEAVES

Section 1 - Essential Leave

Subd. 1 - Employees working 52 weeks will earn three days of Essential Leave which will be allocated on July 1 each year. Employees working less than a full year shall receive Essential Leave on a pro-rated basis.

Subd. 2 - For the 2020-2021 school year only, unused Essential Leave will be carried over into the following year, with a maximum accrual of six days per year. Employees may request payment for unused Essential Leave days at the teacher substitute rate of pay. Requests for payment are to be made to the HR department and payment shall be made in a supplemental payroll at the end of July.

Subd. 3 - Effective July 1, 2021, employees will be paid out for unused essential leave days at the end of each school year, to be paid at a daily rate of \$260 for full time employees. Payment of such days shall be made by no later than July 30 of each year.

Section 2 - Sick Leave

Subd. 1 - Employees shall be credited with an annual accrual of 15 days of sick leave per year. Employees working less than the full year will be credited with sick leave on a pro-rated basis. During the initial year of employment only, the total sick leave allowable will be available to the employee after working a minimum of one day. Upon termination of employment, an employee's last check will be deducted for any sick leave used in excess of that earned.

Subd. 2 - Sick leave is to be utilized for all absences resulting from an employee's illness or injury, or that of a minor child. Sick leave may be utilized for absences due to illness or injury of the employee's spouse, adult child, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, up to 160 hours per 12 month period, beginning July 1 of each year, pursuant to M.S. 181.9413.

Subd. 3 - The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of 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.

Subd. 4 - Unused sick leave days may accumulate without limit.

Subd. 5 - Employees with accrued sick leave in excess of 142 days will be paid out for up to six days of unused sick leave at the end of each school year. The number of days paid shall be based on the number of leave days exceeding 142, and will be paid at a daily rate of \$260 for full time employees. Payment of such days shall be made no later than July 30 of each year.

Subd. 6 - On or about January 15 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 two days per year to the bank. If a member of the bargaining unit runs out of sick leave due to serious illness, they may submit a request to the Director of Human Resources, to use up to ten days of leave from the sick leave bank.

Section 3 - Bereavement Leave

Subd. 1 - Up to five days per occurrence of paid leave may be granted for death in the employee's immediate family.

Subd. 2 - For purposes of this Section, immediate family shall be defined as the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, aunt, uncle, grandparent, grandchildren, stepparent, or guardian, domestic life partner, or domestic life partner's parent.

Subd. 3 - At the discretion of the Superintendent, up to two days of bereavement leave, in addition to those identified in Subd. 2, may be granted. Such days shall be deducted from sick leave.

Section 4 - Jury Duty

Subd. 1 - An employee who is called to jury duty shall notify the Human Resources office immediately upon receipt of the notice so that arrangements to excuse the employee to serve may be made if necessary.

Subd. 2 - An employee who is absent because of jury duty will receive their regular salary from the district during the period of service, provided the employee submits pay received for the jury service, less any reimbursement for mileage or parking, in accordance with state laws.

ARTICLE VII - EMPLOYMENT PRACTICES

Section 1 - 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 School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

Section 2 - Work Stoppage

In the event of a strike or work stoppage by other employees, it is mutually agreed that employees covered by this agreement shall be on duty and carry out policy, rules and assignments as may be directed by the employer. The employer reserves the right to make whatever directives deemed appropriate for the operation or protection of district programs and facilities.

ARTICLE VIII - REIMBURSEMENTS, DUES, AND ALLOWANCES

Section 1 - Payment of Dues

The School District will contribute a sum not to exceed \$1,500 per year toward payment of professional dues.

Section 2 - Continuing Education Allowance.

The School District will contribute a sum not to exceed \$1,000 annually towards approved professional course work.

Section 3 - Mileage Reimbursement

The School District will pay the federal mileage reimbursement rate for personal vehicles used in connection with School District business.

ARTICLE IX - INSURANCE

Section 1 - Eligibility for Benefits

Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental. If the employee is covered by this agreement, and his/her spouse are both covered by the District medical insurance plan, the District will contribute the full cost of single insurance for each employee. If both spouses are covered by the District medical insurance plan and have a dependent, the District will make a maximum monthly contribution equal to the family contribution for the employee carrying the family coverage policy, plus the single premium for the non-policy holding spouse, not to exceed the actual cost of the insurance premium.

Section 2 - Health and Hospitalization

Subd. 1. The district shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for, and are enrolled in, the District's group health and hospitalization plan.

Subd. 2 - The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

Single Coverage

Non-High Deductible (Comp Basic)

Effective July 1, 2020: Up to \$768.50 per month

High Deductible/VEBA

Effective July 1, 2020: Up to \$668.50 per month

Family Coverage

Non-High Deductible (Comp Basic)

Effective July 1, 2020: Up to \$2,120.50 per month

High Deductible/VEBA

Effective July 1, 2020: Up to \$1,920.50 per month

Subd. 3 - For full-time employees participating in the single high deductible/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2020: \$100.00 per month

Subd. 4 - For full-time employees participating in the family high deductible/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2020: \$200.00 per month

Subd. 5 - The annual VEBA contribution will be made in a lump sum on the first payroll of July during the 2020-2021 and 2021-2022 school years. Effective July 1, 2022, the annual VEBA contribution will be divided equally over the number of payrolls the employee is paid each year.

Subd. 6 - 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 3 - Dental Insurance

Subd. 1 - The district shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for, and are enrolled in, the District's group dental plan.

Subd. 2 - The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

Effective July 1, 2020: \$137.45 per month

Section 4 - Life and Accidental Death and Dismemberment (AD&D) Insurance

The School District will provide a group term life and AD & D insurance policy in the amount of \$150,000 for each employee who qualifies for, and is enrolled in, the life insurance plan.

Section 5 - Long Term Disability (LTD) Insurance

Subd. 1 - The School District will pay the full cost of a Long Term Disability Insurance plan for each eligible employee enrolled in the plan.

Subd. 2 - Employees who are totally disabled shall be allowed to continue on the District's medical insurance plan at the same cost as provided for active employees.

Subd. 3 - Employees are required to apply for Medicare at the time they become eligible. Failure to do so may result in termination of benefits back to the date the employee became eligible. Medical insurance benefits provided by the District shall end on the date the employee becomes covered by Medicare.

Section 6 - Disclaimer

The eligibility for the payment of claims for insurance benefits described in this Article shall be governed solely by the terms of the insurance policies purchased by the School District. The School Board's only obligation is to provide and administer benefits as negotiated. No claims, other than those arising from District error or undue influence, shall be made against the School District as a result of denial of insurance benefits by an insurer.

Section 7 - Physical Examination

Administrators may, if desired, have an annual physical examination at School District expense with a limit of \$400 per year to cover non-reimbursable medical costs.

ARTICLE X - MATCHING DEFERRED COMPENSATION

Section 1 - Eligibility

Subd. 1 - Eligibility: Employees 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.

Section 2 - 403(b)/457 Matching Plan

Subd. 1 - Employees shall be entitled to a matching District contribution to a tax deferred account, subject to State and Federal law on the following basis:

<u>Years of Actual Service Completed In District 200</u>	<u>Maximum Annual Match</u>
0 – 4	2.5% of annual salary
5 – 9	3.0% of annual salary
10 +	3.5% of annual salary

Subd. 2 - Annual matching contributions shall not exceed \$3,000 annually, or a lifetime maximum of \$70,000.

Subd. 3 – District match eligibility shall be determined on July 1 each year. Eligibility will be based on actual number of years completed at the time eligibility is determined.

Subd. 4 - The district contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The district match cannot be accumulated on a retroactive basis.

Subd. 5 - Changes to or initial entry into the plan shall occur on the first pay day following the date a salary reduction authorization is received by the Human Resources Department.

ARTICLE XI - RETIREE INSURANCE CONTRIBUTION

Section 1 - Health Care Saving Plan

Employees who have completed at least ten years of continuous service and are at least 55 years of age shall receive a lump sum dollar amount that will be placed into the employee's Minnesota Health Care Savings Plan account. The lump sum dollar amount will be determined by multiplying the cost of the Comp Basic single premium insurance cost for the last year in which the employee worked times the number of years until the individual reaches the age of 65, to a maximum of eight years.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 1 - Definitions

Subd. 1 - Grievance: A grievance shall be defined as a complaint by an employee based on an alleged violation, misinterpretation, or inequitable application of any of the terms of this agreement.

Subd. 2 - Days: Days for purposes of this Article shall mean working days.

Subd. 3 - Representative: Representative shall mean any person designated by the employee, an administrator, or the School Board, to act on their behalf.

Section 2 - Time Limits

Subd. 1 - Extension: Time limits specified in this Agreement may be extended by mutual consent.

Subd. 2 - If the employee does not file a grievance, in writing as defined herein, within 20 days after the employee knew or should have known of the act or condition on which the grievance is based, or within 30 days after informal procedures are initiated, whichever is less, the grievance shall be considered waived.

Subd. 3 - Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act or event, for which the designated period of time begins to run shall not be included.

Subd. 4 - Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 5 - Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 3 - Informal Procedures

Subd. 1 - If an employee feels that he/she has a grievance, he/she shall first discuss the matter with his/her supervisor to whom he/she is directly responsible, in an effort to resolve the problem informally.

Section 4 - Formal Procedures

Subd. 1 - Level One - If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal grievance in writing to the supervisor.

Subd. 2 - The supervisor shall, within five days, render a decision and the reason therefore in writing to the aggrieved person.

Subd. 3 - Level Two - If the aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may appeal the grievance to Level Two by filing a written appeal with the Superintendent within ten days of receipt of the written decision at Level One.

Subd. 4 - The Superintendent or designee shall arrange a meeting with the aggrieved person within ten days of receipt of the written appeal to discuss the grievance.

Subd. 5 - The Superintendent or designee shall issue a decision, and the reasons therefore, in writing to the aggrieved person within ten days of the meeting.

Subd. 6 - Level Three - If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, he/she may appeal the grievance to Level Three by filing a written appeal with the chairperson of the School Board within ten days of receipt of the written decision at Level Two, or twenty days after the Level Two meeting, whichever is sooner.

Subd. 7 - The School Board or a committee thereof, shall meet with the aggrieved party and the Association upon request, to discuss the grievance. Such meeting, if requested, shall be

conducted informally, and all parties may present written and oral evidence, arguments and positions relating to the issues of the grievance.

Subd. 8 - The School Board shall issue its decision, and the reasons therefore, in writing to the aggrieved person within ten days of the meeting, or if no meeting is held, within twenty days of receipt of the written appeal.

Section 5 - Election of Remedies and Waiver

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XIII - DURATION

Section 1 - Duration

Subd. 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 90 days prior to the expiration of this Agreement.

Subd. 2 - In the event a new Agreement is not in effect on July 1, 2022, all compensation and working conditions shall remain in effect as set forth in this Agreement until a successor Agreement is affected.

APPENDIX A - SALARY PROGRAM

Grade 18

Director of Community Ed and Communications
Director of Finance and Operations
Director of Special Services

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
2020-2021	\$103,829	\$111,580	\$119,332	\$127,084	\$134,835	\$142,587	\$150,339
2021-2022	\$104,867	\$112,696	\$120,525	\$128,355	\$136,184	\$144,013	\$151,842

Grade 17

Director of Teaching and Learning
Director of Human Resources

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
2020-2021	\$93,505	\$100,465	\$107,425	\$114,385	\$121,345	\$128,305	\$135,265
2021-2022	\$94,440	\$101,470	\$108,499	\$115,529	\$122,558	\$129,588	\$136,617

Grade 16

Assistant Director of Special Services
Director of Athletics
Director of Technology and Student Systems

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
2020-2021	\$84,997	\$91,021	\$97,045	\$103,069	\$109,093	\$115,117	\$121,141
2021-2022	\$85,847	\$91,931	\$98,015	\$104,099	\$110,184	\$116,268	\$122,352

Note: All positions are 52 weeks.

Administrative Educational Credit:

Doctorate Degree = \$1,000 added to base salary
Specialist Degree = \$500 added to base salary

Administrative educational credit will be pro-rated based on FTE.

Additional salary for administrative educational credit is not cumulative.

**INDEPENDENT
SCHOOL DISTRICT #200**

Master Agreement



**2020-2021
2021-2022**

District Supervisors

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ARTICLE I - DEFINITIONS

Section 1 - Definition of Unit

Subd. 1 – All positions listed in Salary Appendix A shall be considered a part of the Supervisors' salary program and covered under the terms of this Agreement.

Subd. 2 – Employment in positions covered by Agreement shall be at-will, unless an employment contract exists.

Subd. 3 – Positions covered by this Agreement are exempt and not subject to overtime laws.

Section 2 - Working Day

A working day is defined as any day the employee is scheduled to work except those designated as major legal holidays by state law. An employee may be required to work on those legal holidays on which the School Board is authorized to conduct school, if so designated by the School Board.

Section 3 - Work Year

The work year shall be defined as the 12 month period commencing July 1 each year, and ending on June 30 of the following calendar year.

ARTICLE II - SCHOOL BOARD RIGHTS

Section 1 - Inherent Managerial Rights

The Supervisors 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. All managerial rights and functions not expressly delegated in this Agreement are reserved to the school board.

Section 2 - Management Responsibilities

The Supervisors 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 opportunity for the students of the school district.

Section 3 - Effect of Laws and Regulations

The parties recognize that the school district, all employees covered by this Agreement, and all provisions of the 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 governmental agencies. Any provision 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.

ARTICLE III – SUPERVISOR RIGHTS

Section 1 - Right to Views

Nothing contained in the 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 employee, nor shall it be construed to require any public employee to perform labor or services against his/her will.

Section 2 - Personnel Files

Subd. 1 - Employees shall have the right to inspect their individual personnel files.

Subd. 2 - Supervisors shall receive a copy of evaluation materials which are initiated by the School Board and placed in the Administrator's individual personnel file.

ARTICLE IV - COMPENSATION

Section 1 - Wages/Compensation

Subd. 1 - The wages/compensation reflected in Appendix A shall be in effect for the period commencing July 1, 2020 and ending June 30, 2022.

Subd. 2 - The wages/compensation provided herein may, at the sole discretion of the District, be increased during the duration of this salary program for purposes of complying with applicable state and federal laws.

Section 2 - Initial Compensation

At the time of hiring, initial placement on the salary schedule shall be determined by mutual agreement between the individual employee and the employer.

Section 3 - Pay

Subd. 1 - Employees shall be paid twice per month. If a pay date falls on a Saturday, Sunday, or holiday, employees will be paid on the last working day immediately preceding. Regular paychecks shall be delivered by direct deposit.

Subd. 2 – Payment for wages earned will be paid in equal installments over the number of months actually worked by the employee, unless otherwise elected prior to July 1 each year.

Section 4 - Advancement on the Salary Schedule

Subd. 1 - Employees hired on or before December 31 shall be paid at their starting step on the salary schedule. Effective the following July 1, employees shall be advanced to the next step. Employees hired after December 31 shall be paid at their starting step on the salary schedule

until July 1 of the following calendar year. Thereafter, employees shall advance on the salary schedule as of July 1 until the top step has been reached.

Subd. 2 - Employees shall be provided step advancement on the salary schedule following Board approval of the updated Master Agreement.

Subd. 3 - The District may, at its discretion, withhold step advancement/pay increase as a result of performance concerns. If it is determined that step advancement will be withheld, the employee shall be notified in writing by no later than May 15.

Subd. 4 - Employees receiving a promotion will be placed at step one of the new salary schedule. The District may, at its discretion, place an employee at a higher step so as to avoid the employee receiving a decreased rate of pay following a promotion.

ARTICLE V - VACATION AND HOLIDAYS

Section 1 - Vacation

Subd. 1 – Employees working 52 weeks shall be eligible for vacation. Vacation accruals will be allocated on July 1 each year. Accruals will be based on the actual number of years completed at the time of the accrual.

Subd. 2 - Vacation accrual will be pro-rated for employees working less than 52 weeks. Accrued vacation shall be adjusted for employees who resign prior to the end of the year and an employee's last check will be deducted for any vacation leave used in excess of that earned.

Subd. 3 - Employees shall earn vacation in accordance with the accrual schedule below:

<u>Years of Employment</u>	<u>Annual Days Earned</u>
0 – 4	20
5 – 9	25
10 or more	28

Subd. 4 – Employees working less than 52 weeks and hired prior to July 1, 2008, shall be eligible for two days of vacation.

Subd. 5 - In extenuating circumstances, with advance approval of the Superintendent employees may carry over up to five days into the next fiscal year.

Section 2 - Holidays

Subd. 1 - For the 2020-2021 school year only, the following legal holidays will be provided to Supervisors covered by this contract:

1. Independence Day (This is a holiday for 12 month employees only)
2. Friday before Labor Day (This is a holiday for 12 month employees only, if school is not in session. If school is in session this holiday shall be moved to the Thursday of Teacher Association. It is not a floating holiday.)
3. Labor Day
4. Friday of Teacher Association

5. Thanksgiving
6. Friday after Thanksgiving
7. Christmas Eve
8. Christmas Day
9. New Year's Eve
10. New Year's Day
11. Presidents' Day Observed
12. Good Friday
13. Easter Monday (If school is not in session, this day would be a non-workday; it is not a floating holiday nor is it replaced with another day).
14. Memorial Day

Subd. 2 - If any of the legal holidays fall on weekend days, the holiday will be observed on the preceding Friday or the following Monday, as determined by the District.

Subd. 3 - Effective July 1, 2021, employees working 52 weeks shall be entitled to 14 district established holidays each year. Employees working less than 52 weeks shall be eligible for paid holidays that fall within their work year.

ARTICLE VI - LEAVES

Section 1 - Essential Leave

Subd. 1 - Employees working 52 weeks will earn three days of Essential Leave which will be allocated on July 1 each year. Employees working less than a full year shall receive Essential Leave on a pro-rated basis.

Subd. 2 - For the 2020-2021 school year only, unused Essential Leave will be carried over into the following year, with a maximum accrual of six days per year. Employees may request payment for unused Essential Leave days at the teacher substitute rate of pay. Requests for payment are to be made to the HR department and payment shall be made in a supplemental payroll at the end of July.

Subd. 3 - Effective July 1, 2021, employees will be paid out for unused essential leave days at the end of each school year, to be paid at a daily rate of \$140 for full time employees. Payment of such days shall be made by no later than July 30 of each year.

Section 2 - Sick Leave

Subd. 1 - Employees shall be credited with an annual accrual of 15 days of sick leave per year. Employees working less than the full year will be credited with sick leave on a pro-rated basis. During the initial year of employment only, the total sick leave allowable will be available to the employee after working a minimum of one day. Upon termination of employment, an employee's last check will be deducted for any sick leave used in excess of that earned.

Subd. 2 - Sick leave is to be utilized for all absences resulting from an employee's illness or injury, or that of a minor child. Sick leave may be utilized for absences due to illness or injury of the employee's spouse, adult child, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, up to 160 hours per 12 month period, beginning July 1 of each year, pursuant to M.S. 181.9413.

Subd. 3 - The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of 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.

Subd. 4 - Unused sick leave days may accumulate without limit.

Subd. 5 - Employees with accrued sick leave in excess of 142 days will be paid out for up to six days of unused sick leave at the end of each school year. The number of days paid shall be based on the number of leave days exceeding 142, and will be paid at a daily rate of \$116 for full time employees. Payment of such days shall be made no later than July 30 of each year.

Subd. 6 - On or about January 15 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 two days per year to the bank. If a member of the bargaining unit runs out of sick leave due to serious illness, they may submit a request to the Director of Human Resources, to use up to ten days of leave from the sick leave bank.

Section 3 - Bereavement Leave

Subd. 1 - Up to five days per occurrence of paid leave may be granted for death in the employee's immediate family.

Subd. 2 - For purposes of this Section, immediate family shall be defined as the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, aunt, uncle, grandparent, grandchildren, stepparent, or guardian, domestic life partner, or domestic life partner's parent.

Subd. 3 - At the discretion of the Superintendent, up to two days of bereavement, in addition to those identified in Subd. 2 and Subd. 3 above, may be granted. Such days shall be deducted from sick leave.

Section 4 - Jury Duty

Subd. 1 - An employee who is called to jury duty shall notify the Human Resources office immediately upon receipt of the notice so that arrangements to excuse an employee to serve may be made if necessary.

Subd. 2 - An employee who is absent because of jury service will receive their regular salary from the district during the period of service, provided the employee submits pay received for the jury service, less any reimbursement for mileage or parking, in accordance with state laws

ARTICLE VII – EMPLOYMENT PRACTICES

Section 1 - 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 School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

Section 2 - Work Stoppage

In the event of a strike or work stoppage by other employees, it is mutually agreed that employees covered by this agreement shall be on duty and carry out policy, rules and assignments as may be directed by the employer. The employer reserves the right to make whatever directives deemed appropriate for the operation or protection of district programs and facilities.

Section 3 - Mileage Reimbursement

The School District will pay the federal mileage reimbursement rate for personal vehicles used in connection with School District business.

ARTICLE VIII - INSURANCE

Section 1 - Eligibility for Benefits

Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental. If the employee is covered by this agreement, and his/her spouse are both covered by the District medical insurance plan, the District will contribute the full cost of single insurance for each employee. If both spouses are covered by the District medical insurance plan and have a dependent, the District will make a maximum monthly contribution equal to the family contribution for the employee carrying the family coverage policy, plus the single premium for the non-policy holding spouse, not to exceed the actual cost of the insurance premium.

Section 2 - Health and Hospitalization

Subd. 1. The district shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for, and are enrolled in, the District's group health and hospitalization plan.

Subd. 2 - The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

Single Coverage

Non-High Deductible (Comp Basic)

Effective July 1, 2020: Up to \$768.50 per month

High Deductible/VEBA

Effective July 1, 2020: Up to \$668.50 per month

Family Coverage

Non-High Deductible (Comp Basic)

Effective July 1, 2020: Up to \$1,866.18 per month

High Deductible/VEBA

Effective July 1, 2020: Up to \$1,666.18 per month

Subd. 3 - For full-time employees participating in the single high deductible/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2020: \$100.00 per month

Subd. 4 - For full-time employees participating in the family high deductible/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2020: \$200.00 per month

Subd. 5 - The annual VEBA contribution will be made in a lump sum on the first payroll of July during the 2020-2021 and 2021-2022 school years. Effective July 1, 2022, the annual VEBA contribution will be divided equally over the number of payrolls the employee is paid each year.

Subd. 6 - 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 3 - Dental Insurance

Subd. 1 The district shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for, and are enrolled in, the District's group dental plan.

Subd. 2 - The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

Effective July 1, 2020: \$119.33 per month

Section 4 - Life and Accidental Death and Dismemberment (AD & D) Insurance

The School District will provide a group term life and AD & D insurance policy in the amount of \$150,000 for each Supervisor who qualifies for, and is enrolled in, the life insurance plan.

Section 5 - Long Term Disability (LTD) Insurance

Subd. 1 - The School District will pay the full cost of a Long Term Disability Insurance plan for each eligible employee enrolled in the plan.

Subd. 2 – Employees who are totally disabled shall be allowed to continue on the District's medical insurance plan at the same cost as provided for active employees.

Subd. 3 - Employees are required to apply for Medicare at the time they become eligible. Failure to do so may result in termination of benefits back to the date the employee became eligible. Medical insurance benefits provided by the District shall end on the date the employee becomes covered by Medicare.

Section 6 - Disclaimer

The eligibility for the payment of claims for insurance benefits described in this Article shall be governed solely by the terms of the insurance policies purchased by the School District. The School Board's only obligation is to provide and administer benefits as negotiated. No claims, other than those arising from District error or undue influence, shall be made against the School District as a result of denial of insurance benefits by an insurer.

ARTICLE IX - MATCHING DEFERRED COMPENSATION

Section 1 - Eligibility

Employees 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. Employees eligible for severance shall not be eligible for a 403(b)/457 match.

Section 2 - 403(b)/457 Matching Plan

Subd. 1 - Employees shall be entitled to a matching District contribution to a tax deferred account, subject to State and Federal law on the following basis:

<u>Years of Actual Service Completed In District 200</u>	<u>Maximum Annual Match</u>
0 – 4	2.5% of annual salary
5 – 9	3.0% of annual salary
10 +	3.5% of annual salary

Subd. 2 - Annual matching contributions shall not exceed \$3,000 annually, or a lifetime maximum of \$35,000.

Subd. 3 – District match eligibility shall be determined on July 1 each year. Eligibility will be based on actual number of years completed at the time eligibility is determined.

Subd. 4 - The district contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The district match cannot be accumulated on a retroactive basis.

Subd. 5 - Changes to or initial entry into the plan shall occur on the first pay day following the date a salary reduction authorization is received by the Human Resources Department.

ARTICLE X – GRIEVANCE PROCEDURE

Section 1 - Definitions

Subd. 1 - Grievance: A grievance shall be defined as a complaint by an employee based on an alleged violation, misinterpretation, or inequitable application of any of the terms of this agreement.

Subd. 2 - Days: Days for purposes of this Article shall mean working days.

Subd. 3 - Representative: Representative shall mean any person designated by the employee, an administrator, or the School Board, to act on their behalf.

Section 2 - Time Limits

Subd. 1 - Extension: Time limits specified in this Agreement may be extended by mutual consent.

Subd. 2 - If the employee does not file a grievance, in writing as defined herein, within 20 days after the employee knew or should have known of the act or condition on which the grievance is based, or within 30 days after informal procedures are initiated, whichever is less, the grievance shall be considered waived.

Subd. 3 - Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act or event, for which the designated period of time begins to run shall not be included.

Subd. 4 - Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 5 - Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 3 - Informal Procedures

Subd. 1 - If an employee feels that he/she has a grievance, he/she shall first discuss the matter with his/her supervisor to whom he/she is directly responsible, in an effort to resolve the problem informally.

Section 4 - Formal Procedures

Subd. 1 - Level One - If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal grievance in writing to the supervisor.

Subd. 2 - The supervisor shall, within five days, render a decision and the reason therefore in writing to the aggrieved person.

Subd. 3 - Level Two - If the aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may appeal the grievance to Level Two by filing a written appeal with the Superintendent within ten days of receipt of the written decision at Level One.

Subd. 4 - The Superintendent or designee shall arrange a meeting with the aggrieved person within ten days of receipt of the written appeal to discuss the grievance.

Subd. 5 - The Superintendent or designee shall issue a decision, and the reasons therefore, in writing to the aggrieved person within ten days of the meeting.

Subd. 6 - Level Three - If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, he/she may appeal the grievance to Level Three by filing a written appeal with the chairperson of the School Board within ten days of receipt of the written decision at Level Two, or twenty days after the Level Two meeting, whichever is sooner.

Subd. 7 - The School Board or a committee thereof, shall meet with the aggrieved party and the Association upon request, to discuss the grievance. Such meeting, if requested, shall be conducted informally, and all parties may present written and oral evidence, arguments and positions relating to the issues of the grievance.

Subd. 8 - The School Board shall issue its decision, and the reasons therefore, in writing to the aggrieved person within ten days of the meeting, or if no meeting is held, within twenty days of receipt of the written appeal.

Section 5 - Election of Remedies and Waiver

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XI - DURATION

Section 1 - Duration

Subd. 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 90 days prior to the expiration of this Agreement.

Subd. 2 - In the event a new Agreement is not in effect on July 1, 2022, all compensation and working conditions shall remain in effect as set forth in this Agreement until a successor Agreement is affected.

ARTICLE XII - GRANDFATHERED RETIREMENT CONDITIONS

Section 1 - Eligibility

Subd. 1 - The following special conditions apply only to the employees specifically identified by name in this Article of the agreement and hired prior to July 1, 2008, who are regularly employed with the school district. These employees will retain their rights to severance as outlined below and forfeit all rights to 403(b)/457 Matching Contributions by the district. Each section of Article VII will sunset upon the retirement of the individual(s) named in that section.

Subd. 2 - Payment of Severance Compensation: Severance Compensation shall not be granted to any Supervisor who is discharged for cause by the School District. All employees named under Article VII, who retire during the period covered by this contract, will participate in a Health Care Savings Plan. On the first business day after the final date of employment in District 200, 100% of the total amounts of the compensation specified will be transferred to a Health Care Savings Plan.

Subd. 3 - Resignation/Retirement: Either party may terminate this agreement upon 30 days written notice with or without cause.

Subd. 4 - The District considers the following referenced employees as "exempt" employees, not subject to hourly wage laws. If it is determined that the above mentioned employees are "non-exempt" then the above stated salary is based on a sixty-hour work week. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.

Section 2 - Health Services Coordinator, Mary Ellen Fox

Mary Ellen Fox will receive retirement benefits as follows:

Subd. 1 - Eligibility: The full time employee identified in this section, hired prior to July 1, 2008, has completed at least 12 years of continuous service with the school district and is at least 55 years of age, shall be eligible for severance pay, pursuant to the provisions of this Article upon submission of a 30-day notice, written resignation accepted by the school board.

Subd. 2 - Severance: Mary Ellen Fox, upon retirement, shall receive as severance pay an amount representing 50 days' pay.

Subd. 3 - Deferred Compensation: In addition to the pay provided in Subd. 2, Mary Ellen Fox shall be eligible to receive as deferred compensation pay, upon the employee's retirement, the amount obtained by multiplying 60% of the employee's unused number of sick leave days, but in any event not to exceed 72 day's pay.

Subd. 4 - Daily Rate: The hours per day used in the above calculation are the number of hours worked per day at the time of retirement. Severance is capped at Grade 11, \$29.10 per/hr., the maximum hourly rate for Grade 11, according to the salary schedule for the 2008/09 school year. Hours per day will be based on a five year average.

Subd. 5 - Group Insurance: An employee 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, but shall pay the entire premium for such insurance. It is the responsibility of the employee to arrange 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. The employee's right to continue participation in such group insurance, however, will discontinue upon the employee reaching the age of 65.

Subd. 6 - Death of the Employee - In the event of the death of an employee who is eligible for severance pay under the provisions of Article VII, 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.

Section 3 - Coordinator of District Services, Deanna Werner

Deanna Werner will receive retirement benefits as follows:

Subd. 1 - Eligibility: The full time employee identified in this section, hired prior to July 1, 2008, has completed at least 12 years of continuous service with the school district and is at least 55 years of age, shall be eligible for severance pay, pursuant to the provisions of this Article upon submission of a 30-day notice, written resignation accepted by the school board.

Subd. 2 - Severance: Deanna Werner, upon early retirement, shall receive as severance pay an amount representing 50 days' pay. In addition, Deanna Werner shall receive, upon her retirement, the amount of the employee's 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. Based upon the above, the maximum number of days that could be paid for severance purposes is 150 days.

Subd. 3 - Daily Rate: The hours per day used in the above calculation are the number of hours worked per day at the time of retirement. Severance is capped at Grade 11, \$29.10 per/hr., the maximum hourly rate for Grade 11, according to the salary schedule for the 2008/09 school year. The hours per day will be based on a five year average.

Subd. 4 - Group Insurance: An employee, 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 years of district contribution, whichever occurs first. The portion of the premium not contributed by the school district shall be borne by the employee. 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.

Subd. 5 - Death of the Employee: In the event of the death of the employee who is eligible for severance pay under the provisions of Article VII, 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.

APPENDIX A - SALARY PROGRAM

Grade 15

Director of Buildings and Maintenance*

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
2020-2021	\$76,721	\$80,803	\$84,884	\$88,966	\$93,048	\$97,129	\$101,211
2021-2022	\$77,488	\$81,611	\$85,733	\$89,856	\$93,978	\$98,101	\$102,223

Grade 14

Director of Food Service and Nutrition*
Health Services Coordinator (41.6 weeks)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
2020-2021	\$69,268	\$72,917	\$76,566	\$80,215	\$83,864	\$87,513	\$91,162
2021-2022	\$69,961	\$73,647	\$77,332	\$81,017	\$84,703	\$88,388	\$92,073

Grade 13

Coordinator of District Services
Finance Supervisor
Network Administrator
Payroll and Benefits Supervisor

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
2020-2021	\$63,610	\$66,640	\$69,670	\$72,699	\$75,729	\$78,758	\$81,788
2021-2022	\$64,247	\$67,306	\$70,366	\$73,426	\$76,486	\$79,546	\$82,606

* These positions are grandfathered in as Directors. At such time as the positions become vacant, they will be posted as Supervisor positions.

Note: All positions are 52 weeks unless noted otherwise.

Submit Levy

Your levy data was submitted.

District Levy Summary

Subtotals By Levy Category

Title	Limit	Proposed	Certified
GENERAL - RMV VOTER - JOBZ EXEMPT	6,195,454.98	6,195,454.98	0.00
GENERAL - RMV OTHER - JOBZ EXEMPT	3,479,444.52	3,479,444.52	0.00
GENERAL - NTC VOTER - JOBZ EXEMPT	0.00	0.00	0.00
GENERAL - NTC OTHER GENED - EXEMPT	0.00	0.00	0.00
GENERAL - NTC OTHER - JOBZ EXEMPT	2,774,708.16	2,774,708.16	0.00
COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT	463,351.40	463,351.40	0.00
GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT	4,350,038.68	4,350,038.68	0.00
GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT	296,840.66	296,840.66	0.00
OPEB DEBT - NTC VOTER - JOBZ NONEXEMPT	0.00	0.00	0.00
OPEB DEBT - NTC OTHER - JOBZ NONEXEMPT	0.00	0.00	0.00

Subtotals By Fund

Title	Limit	Proposed	Certified
GENERAL FUND	12,449,607.66	12,449,607.66	0.00
COMMUNITY SERVICES FUND	463,351.40	463,351.40	0.00
GENERAL DEBT SERVICE FUND	4,646,879.34	4,646,879.34	0.00
OPEB/PENSION DEBT SERVICE FUND	0.00	0.00	0.00

Subtotals By Tax Base

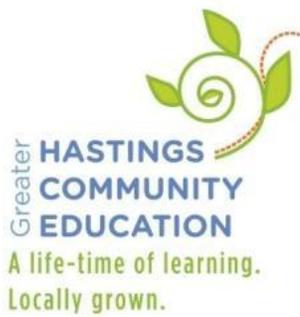
Title	Limit	Proposed	Certified
REFERENDUM MARKET VALUE	9,674,899.50	9,674,899.50	0.00
NET TAX CAPACITY	7,884,938.90	7,884,938.90	0.00

Subtotals By Truth In Taxation Category

Title	Limit	Proposed	Certified
VOTER APPROVED	10,545,493.66	10,545,493.66	0.00
OTHER	7,014,344.74	7,014,344.74	0.00

Total Levy

Title	Limit	Proposed	Certified
TOTAL LEVY	17,559,838.40	17,559,838.40	0.00



**Hastings Community Education
Tilden Community Center
310 River Street
Hastings, MN 55033
651-480-7670
www.hastingscommunityed.com**

**Hastings Public Schools
Community Use of School Facilities
Philosophy, Rules and Regulations, Building Use Charges
July 1, 2021-June 30, 2022**

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 and 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, and likewise the school district against any and all liability and any and all damages to any person or persons.
4. 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.
5. All groups requesting non-profit status must provide proof of 501(c)3 or 501(c)4 status.
6. In Classification section, *local* refers to having at least 75% of participants reside in or attend schools within the boundaries of the Hastings Public Schools.
7. **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. **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. **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.**

8. **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.

9. **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.

10. **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. 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 groups or organizations; official government entity meetings and one-time programs and events.

Examples: student clubs, conferences, student activities, parent-teacher organizations

Class II: Nonprofit organizations located within ISD 200 district boundaries

Examples: youth athletic associations; youth groups and associations, youth booster clubs

Class III: All other user groups

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	Class III - V
	Fee per occurrence*	Fee per occurrence*
Elementary		
Cafeteria	\$8	\$15
Classroom	\$3	\$10
Gym	\$8	\$15
Media Center	\$5	\$10
Tilden Comm.		
Classroom	\$3	\$10
Conference Rm.	\$3	\$12
Gym	\$8	\$15
Multi-Use Room	\$8	\$12
Senior Gathering Room	\$10	\$20
Welcome Center	\$8	\$15
Middle School		
Auditorium	\$10	\$20
Cafeteria	\$8	\$19
Choir Room	\$8	\$15
Classroom	\$3	\$10
Gyms (per gym)	\$10	\$20
Media Center	\$10	\$20
Pool	\$17	\$34
High School		
Auditorium	\$25	\$45
Band Room	\$10	\$20
Choir Room	\$10	\$20
Dressing Room	\$10	\$20
Classroom	\$3	\$10
Commons	\$12	\$24
Gyms (per gym)	\$12	\$24
Lecture Hall	\$8	\$19
Media Center	\$10	\$20
Multi-Purpose	\$8	\$19
Orchestra Room	\$10	\$20
Equipment Rental		
LCD Projector	\$3	\$10
Laptop*	\$3	\$10
TV/DVD Player	\$3	\$10
Portable Toilets (fields)	Current Rate	Current Rate

*Tilden only, limited availability

Updated 9/17/2021

**BOARD OF EDUCATION
HASTINGS PUBLIC SCHOOLS ISD#200
STATE OF MINNESOTA**

RESOLUTION- School Readiness Fund Transfer

WHEREAS, The board of education of the Hastings Public Schools recognizes that community education school readiness programming offered services during the 2020-2021 school year.

WHEREAS, The board of education recognizes that for fiscal years 2020 and 2021 only, a school district may transfer funds not already assigned or encumbered by staff salary and benefits, or otherwise encumbered by federal law, from any accounts or operating fund to the undesignated balance in any other operating fund. A fund transfer is allowed if the transfer meets criteria from Minnesota Laws 2020, Chapter 116/House File 4415 Article 3 Section 8.

WHEREAS, The board of education recognizes the approval of the fund transfer must not interfere with the equitable delivery of distance learning or social distancing models.

WHEREAS, The board of education recognizes that ISD 200 preschool programming enrollment dropped significantly during the 2020-2021 school year, and intends to support school readiness programming and employees for the long-term benefit of the community.

NOW THEREFORE BE IT RESOLVED The Board of Education intends to fully approve a transfer on September 22, 2021 from the General Fund (Fund 01) to the School Readiness Fund (Fund 04) in the amount of \$125,000 as a result of Minnesota Laws 2020, Chapter 116/House File 4415 Article 3 Section 8.

Adopted this ___22nd___ day of _September_, 2021.

Roll Call Vote:

School Board Chair

School Board Clerk

Member _____, introduced the following resolution and moved for its adoption: A RESOLUTION APPOINTING ELECTION JUDGES FOR THE NOVEMBER 2, 2021 SCHOOL DISTRICT GENERAL ELECTION.

BE IT RESOLVED by the School Board of Independent School District No. 200, State of Minnesota, as follows:

1. The individuals specified on EXHIBIT A attached hereto, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the school district's general election on November 2, 2021 to act as such at the combined polling places listed on said exhibit.
2. The election judges appointed by the City of Cottage Grove for the municipal special elections in that city and township are also appointed as election judges of the School District's general election, to act as such at the individual city and township precincts located in the school district. Their names are incorporated in this resolution as though fully set forth herein.
3. The election judges shall act as clerks of election, count the ballots cast and submit the results to the school board for canvas in the manner provided for the other school district elections.

EXHIBIT A

COMBINED POLLING PLACE

HEAD ELECTION JUDGES

Hope Lutheran Church
 Our Saviour's Lutheran Church
 United Methodist Church
 St. Phillips Lutheran Church
 St. John's Lutheran Church

Kari Kasel
 Chelsea Piskor
 Tanner Howard
 Jake Caneff
 Mary J. Wright

ELECTION JUDGES

Chelsea Piskor	Our Savior's Lutheran Church	Mary J. Wright	St. John's Lutheran Church
Judy Magnon	Our Savior's Lutheran Church	Jolene K. Trautmann	St. John's Lutheran Church
Ann Skoglund	Our Savior's Lutheran Church	Carrol Tammen	St. John's Lutheran Church
Peggy Grundman	Our Savior's Lutheran Church	JoAnn Farol Theodorson	St. John's Lutheran Church
Karen L. Swanstrom	Our Savior's Lutheran Church	Charlotte Vier	St. John's Lutheran Church
Norbert Reinardy	Our Savior's Lutheran Church	Cindy Kost	St. John's Lutheran Church
Dana Leibbrand	Our Savior's Lutheran Church	Steven R Raddatz	St. John's Lutheran Church
Melissa Blackstad	Our Savior's Lutheran Church	Kari Kasel	Hope Lutheran Church
Jake Caneff	St. Phillips Lutheran Church	Paul Erhard	Hope Lutheran Church
Donald W. Olson Jr.	St. Phillips Lutheran Church	Leilani M. Marek	Hope Lutheran Church
Carolyn Gronquist	St. Phillips Lutheran Church	Rose Davis	Hope Lutheran Church
Barbara Jorenby	St. Phillips Lutheran Church	Spencer Johnson	Hope Lutheran Church
Karen Hurka	St. Phillips Lutheran Church	Gary Afdahl	Hope Lutheran Church
Karin Grossman	St. Phillips Lutheran Church	Tanner Howard	United Methodist Church

Constance Housker	St. Phillips Lutheran Church	Michael Magnon	United Methodist Church
Mary Marshall	St. Phillips Lutheran Church	Myron Millbrandt	United Methodist Church
Debbie Wadzinski	St. Phillips Lutheran Church	Maggie McCoy	United Methodist Church
Elizabeth A. Carpenter	St. Phillips Lutheran Church	Kathleen A. Ehrhard	United Methodist Church
		Anna Gydesen	United Methodist Church
		Mary E. Crawmer	United Methodist Church
		Elizabeth M. Wright	United Methodist Church
		Steven Poncin	United Methodist Church

CITY OF COTTAGE GROVE VOTERS:

For those voters residing in the City of Cottage Grove P3 & P7, the school district general election will be held in conjunction with the municipal elections in that city and those voters will vote at their regular city polling place.

The motion of the foregoing resolution was duly seconded by _____

On a roll call vote, the following voted in favor:

The following voted against the same:

WHEREUPON said resolution was declared duly passed and adopted.

Future Meetings

Date	Time	Description	Location
09/24/2021	10:00 - 11:00 AM	Facility Comittee Meeting	District Office
09/28/2021	6:00 - 7:00 PM	Community Engagement	District Office
10/04/2021	4:00 - 5:00 PM	Finance Committee Meeting	Middle School Media Center
10/06/2021	6:00 PM	Board Work Session	Middle School Media Center
10/07/2021	6:00 - 7:00 PM	Policy Committee Meeting	Middle School Media Center
10/13/2021	6:00 PM	Board Work Session	Middle School Media Center
10/27/2021	6:00 PM	Regular School Board Meeting	Middle School Media Center
10/26/2021	11:00 - 12:00 PM	Facility Comittee Meeting	Middle School Media Center